



---

## LEGAL NOTICE AND TERMS AND CONDITIONS OF USE

This document is constituted as the Legal Notice and the Terms and Conditions of Use (hereinafter, the “Legal Notice”), the Privacy Policy and the Cookie Policy jointly constituting the terms and conditions governing the access and use of the public part of the Website (the “Website Terms and Conditions”) of DIA RETAIL SPAIN, S.A.U. (hereinafter, “DIA SPAIN”), located at URL [www.diacontribuye2020.com](http://www.diacontribuye2020.com) (hereinafter, the “Website”).

Access, browsing and use of the Website on your part entails the express and unreserved acceptance of all the Terms and Conditions of the Website, having the same force and effect as any written contract concluded and signed. Observance and compliance shall be required of any person who accesses or uses the Website. If you do not agree to the terms and conditions set forth, do not access, browse or use the Website.

Therefore, Users should carefully read this Legal Notice as well as the remaining Terms and Conditions of the Website every time they intend to use the same, as these may be modified, which would be communicated to the User upon new access. DIA SPAIN reserves the right to update, modify or delete these Website Terms and Conditions.

### **1. Introduction and Company Information**

---

DIA RETAIL SPAIN, S.A.U., with CIF [Código de Identificación Fiscal (Company Taxpayer Number)] A80782519, (hereinafter, DIA SPAIN), is an entity whose domicile is located in Las Rozas de Madrid, Edificio TRIPARK, Parque Empresarial de Las Rozas, C/ Jacinto Benavente 2A, 28232. More information about DIA SPAIN can be found at [www.diacorporate.com](http://www.diacorporate.com).

### **2. Object and Scope of Application**

---

This Legal Notice regulates access to the content and all the services offered by DIA SPAIN through the Website, as well as the use thereof by the Users. However, DIA SPAIN reserves the right to modify the presentation, configuration and content of the Website, as well as the terms and conditions required for access and/or use. Access to and use of the content and services after the entry into force of any amendments or changes in the terms and conditions implies the acceptance thereof.

Access to, navigation and use of the Website entails and implies the acceptance by the User of this Legal Notice included on the same.

In this regard, the User (or, in the plural, the Users) shall be deemed to be the person who accesses, browses or participates, free of charge or for a fee, in the services and activities included on the Website.

### **3. Access to and Use of the Website**

---

#### 3.1 Access to the Website

Access to the contents and use of the services or functionalities provided by the Website is free of charge, although some of the content, services or functionalities offered by DIA SPAIN through the Website may be subject to prior registration by the User.

Access to the Website by minors is prohibited, except with the prior express authorisation of their parents, guardians or legal representatives, who shall be held responsible for the acts carried out by minors in their care in accordance with the current regulations. In any case, it shall

be presumed that access by a minor to the Website was made with the prior express authorisation of their parents, guardians or legal representatives.

## 3.2 Use of the Website

The User undertakes to use the Website in accordance with the law and the terms and conditions of this Legal Notice. The User also undertakes to refrain from using the Website for illegal purposes or purposes contrary to the provisions of this Legal Notice. By using the services or functionalities of the Website, the User expresses their agreement to this Legal Notice, undertaking not to transmit, distribute or make available to third parties, through the services or functionalities provided by the Website, any kind of material that in any way violates the legislation in force or that, by way of non-limiting example:

- a. in any manner, contravenes, disparages or threatens the recognised fundamental rights and freedoms recognised by the constitution, international treaties or any other legal provisions;
- b. induces, incites, or promotes criminal, denigratory, defamatory or violent actions;
- c. induces, incites, or promotes discriminatory actions, attitudes or ideas based on gender, race, religion, beliefs or age;
- d. incorporates criminal, violent or degrading messages;
- e. induces or encourages people to engage in dangerous, risky, or harmful practices to health and mental balance;
- f. is false, ambiguous, inaccurate, exaggerated or extemporaneous, such that it may be misleading with regard to its object or the communicant's intentions or purposes;
- g. is protected by any intellectual property or industrial property rights belonging to third parties, without the User having obtained from the holders of such rights the necessary authorisations to carry out the use they make or intend to make;
- h. violates third party business secrets;
- i. is contrary to the right to honour, personal and family privacy or the image of individuals;
- j. violates the regulations on the secrecy of communication;
- k. causes, by its characteristics (such as format, size, etc.), difficulties in the normal operation of the Services.

Likewise, the User accepts, expressly and without reservations, that access to and use of the Website is at their sole and exclusive responsibility, and undertakes not to use the Website for fraudulent purposes, as well as not to engage in any conduct that could damage the image, the interests and the rights of DIA SPAIN or third parties. The User also undertakes not to take any action in order to damage, disable or overload the Website or impede, in any way, the normal use and operation thereof.

The User is informed that should they fail to comply with the contents of this Legal Notice or any other policies contained on the Website, DIA SPAIN reserves the right to limit, suspend or terminate their access to the Website, adopting any technical measure that is necessary to this end. Furthermore, DIA SPAIN reserves the right to take such measures in the event of reasonably suspecting that the User is violating any of the terms and conditions contained in the above-mentioned instruments.



---

In any event, the User is informed that DIA SPAIN reserves the right to perform monitoring and moderation activities for the activities that Users perform on the Website, being able, at its sole discretion, to limit, suspend or terminate their access to the Website when the User's action infringes or may violate the conditions set out in this Legal Notice or in applicable law.

## **4. Intellectual and Industrial Property Rights**

---

This Website shall be governed by Spanish law and by the national and international legislation on intellectual and industrial property. Under no circumstances shall it be considered that the User's access to and browsing through the Website, or their use of any of its functionalities constitutes a waiver, transmission, licence, or total or partial assignment of said rights by DIA SPAIN. The User is entitled to a strictly private use, solely for the purpose of receiving the provision of the service in accordance with this Legal Notice.

Reference to names and commercial or registered trademarks, logos or other distinctive signs, whether owned by DIA SPAIN or by third-party companies, implicitly forbid their use without the consent of DIA SPAIN or the legitimate owners. At no time, unless otherwise expressly stated, does access to or the use of the Website and/or its contents and/or services, give the User any right over the trademarks, logos and/or distinctive signs included in the same and protected by Law.

All Industrial and Intellectual Property rights to the content and/or services are reserved, and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way all or part of the content and/or the services included in the Website for public or commercial purposes, unless with the prior express written authorisation of DIA SPAIN or, where applicable, the holder of the copyright.

## **5. Licence to Communications**

---

In the event that the User sends information of any kind to DIA SPAIN through the Website, using the channels provided to that end on the Website, the User represents, guarantees and agrees that they are entitled to do so freely, that said information does not infringe any copyright, trademark, patent, trade secret or any other third-party right, that said information is not confidential and that said information is not harmful to others. The User accepts liability and shall hold DIA SPAIN harmless for any liability concerning any communication that they provide personally or is provided on their behalf. Said liability shall include, without any restriction, its accuracy, legality, originality and ownership.

## **6. Liabilities and Guarantees**

---

DIA SPAIN cannot guarantee the reliability, usefulness or veracity of the services or of the information provided through the Website. Consequently, DIA SPAIN does not guarantee or shall be held responsible for:

- a. the continuity of the contents of the Website;
- b. the absence of errors in such content or functionalities;
- c. the absence of viruses and/or other harmful components on the Website or the server that supplies it;
- d. the invulnerability of the Website and/or the impregnability of the security measures adopted therein;
- e. the lack of usefulness or performance of the contents of the Website; (vi) [sic.] damages caused, to themselves or a third party, by any person who breaches the terms and conditions, rules and instructions established by DIA SPAIN on the Website or through the violation of the security systems of the Website.

Nevertheless, DIA SPAIN represents that it has taken all the necessary measures, within its capabilities and state of the technology, to ensure the operation of the Website and avoid the existence and transmission of viruses and other harmful components to Users.

If the User becomes aware of the existence of any unlawful or illegal content, a content contrary to the law or which constitutes an infringement of intellectual and/or industrial property rights, they shall immediately notify DIA SPAIN as indicated in the clause so that DIA SPAIN may adopt appropriate measures.

## 7. Links

---

### 7.1 Links to the Website.

Linking to the Website is prohibited, unless it has been previously authorised by DIA SPAIN. In any case, once the link has been authorised by DIA SPAIN, it must be linked as follows:

- The link shall only link to the home page or main page of the Website.
- The link shall not consist of frames that enable the Website to be displayed through internet addresses other than the Website or that otherwise display the information of the Website alongside information included in other web pages.
- No false, inaccurate or incorrect claims regarding the Website and/or DIA SPAIN shall be made from the Website that introduces the link (the "Linking Site").
- In no case does the authorisation granted by DIA SPAIN mean that it: (i) sponsors, collaborates, verifies or monitors the content and/or the services provided through the Linking Site; or (ii) that it is responsible for the content of the Linking Site.
- The Linking Site shall comply faithfully with the Law and shall not in any event host content, its own or that of third parties, that: (i) is unlawful, harmful, disparaging, violent, inappropriate or contrary to morals and good habits (pornographic, violent, racist, etc.) ("Illicit or Unsuitable"); (ii) may lead the User to incorrectly believe that DIA SPAIN subscribes, endorses, adheres to, or otherwise supports the sender's lawful or unlawful ideas, statements or expressions; or (iii) is inappropriate or not pertinent to the activity of DIA SPAIN.
- In the event of breach of any of the terms and conditions set forth above, DIA SPAIN shall proceed immediately and without notice to the removal of the link.

### 7.2. Linked Sites

The Website may include technical links that allow the user to access other websites ("Linked Sites"). In the cases in which the Website hosts any Linked Site, DIA SPAIN would act as a provider of intermediation services, as provided for in Article 17 of Law 34/2002, of 11 July, on Information Society and Electronic Commerce Services (hereinafter "LSSI", Ley de Servicios de la Sociedad de la Información y el Comercio Electrónico). In accordance with the provisions of the aforementioned legislation, DIA SPAIN would not be responsible for the services and contents provided through the Linked Sites, unless it had actual knowledge of it being unlawful and it had failed to deactivate the link with due diligence.

Under no circumstances shall the existence of Linked Sites entail the existence of a recommendation, promotion or identification of DIA SPAIN with the representations, contents or services provided by the Linked Sites. Consequently, DIA SPAIN shall not be held responsible for the content of the Linked Sites or for their terms and conditions of use and privacy policies; the User shall be solely responsible for checking them and accepting them each time they access and use them.



---

In the event that the User considers that the Linked Sites have unlawful or inappropriate content, they may notify DIA SPAIN through the following email address: comunicacionesDIA@diagroup.com. However, under no circumstances shall such notification entail the obligation on the part of DIA SPAIN of removing the corresponding link, nor shall it necessarily imply the actual knowledge by DIA SPAIN of the unlawfulness of the contents of the Linked Sites, for the purposes of the provisions in the regulations in force.

## **8. Notification of Unlawful or Inappropriate Activities**

---

In the event that the User or any other Internet user becomes aware that any kind of information or content of the Website or provided through it is unlawful or inappropriate, they may contact DIA SPAIN, through the following email address comunicacionesDIA@diagroup.com, indicating the following:

- Personal data of the informant: name, address, phone number and email address.
- Description of the facts that reveal the Unlawful or Inappropriate nature of the content or information as well as the specific address where it is available.
- In the event of infringement of third party rights, such as intellectual or industrial property rights, the data of the holder of the rights infringed shall be provided when they are someone other than the informant. The title that certifies the ownership of the rights infringed shall also be provided and, where applicable, the power-of-attorney to act on behalf of the owner when they are someone other than the informant.
- The reception by DIA SPAIN of the notification provided for under this clause, shall not, in accordance with the LSSI, entail actual knowledge of the activities and/or contents indicated by the informant, when this is not obvious or apparent. In any case, DIA SPAIN reserves the right to suspend or remove content that, while not unlawful, is contrary to the provisions set forth in this Privacy Policy, weighing in each case the legal interests in conflict.

## **9. Personal Data Protection**

---

DIA SPAIN may process personal data collected through the Website. For further information, see our Privacy Policy.

## **10. Use of cookies**

---

Please note that the Website may use cookies during the provision of the service with the purpose of facilitating navigation and preloading your preferences. For further information, see our Cookie Policy.

## **11. Duration and Amendment**

---

DIA SPAIN may amend the terms and conditions set forth herein, in whole or in part, publishing any change in the same way this Legal Notice is displayed or through any type of communication addressed to the Users. The temporal validity of this Legal Notice coincides, therefore, with the time during which it is displayed, until it is amended in whole or in part, at which time the amended Legal Notice shall come into force.

Notwithstanding the provisions of the specific terms and conditions, DIA SPAIN may terminate, suspend or discontinue, at any time, without the need of prior notice, access to the contents of the page, and the user shall not be entitled to demand any compensation.

## **12. General Aspects and Nullity**

---

The headings of the various clauses are for information purposes only and do not affect, qualify or extend the interpretation of the Legal Notice. In the event of any discrepancy between this



---

Legal Notice and the particular conditions which, where applicable, may be developed for the separate regulation of any functionality or service of the Website, the provisions of these particular terms shall prevail.



In the event that any provision or provisions of this Legal Notice is considered void or inapplicable, in whole or in part, by any competent Court, Tribunal or administrative body, said ruling declaring it void or inapplicable shall not affect the other provisions of the Legal Notice.

DIA SPAIN's failure to exercise or enforce any right or provision contained in this Legal Notice shall not constitute a waiver, unless expressly recognised and agreed in writing by DIA.

### **13. Governing Law and Jurisdiction**

The relationships established between DIA SPAIN and the User shall be governed by the provisions of Spanish legislation. DIA SPAIN and the User, expressly waiving any other jurisdiction that might correspond to them, shall submit any controversy and/or dispute to the Courts and Tribunals of the city of Madrid.