

## TERMS OF PARTICIPATION IN THE PROMOTIONAL ACTIVITY “HEALTH PROGRAM BY New Health System (NHS)” ALONGSIDE THE “nrg prime” and “nrg on time” ENERGY PACKAGES

### A. INTRODUCTION

The société anonyme under the name “NRG SUPPLY AND TRADING SINGLE-MEMBER ENERGY SOCIETE ANONYME” and distinctive title “NRG SUPPLY AND TRADING S.A.”, which has its seat at the Municipality of Amaroussion, at the junction of 168 Kifissia Avenue and Sofokleous street, with VAT No. 998102480 of the Athens FAE Tax Office, with GEMI No. 008361601000 hereinafter referred to as “nrg”, member of MOTOR OIL HELLAS group, organizes the promotional activity “NHS Health Program” (hereinafter referred to as the “Promotional Activity”), which is valid until 30/6/2023. This form sets out the terms and conditions of participation in the Promotional Activity (hereinafter the “Terms”).

### B. TERMS OF PARTICIPATION IN THE PROMOTIONAL ACTIVITY

#### I. Who can participate in the Promotional Activity?

1. Each Residential or Non-Residential (business) consumer has the right of participation in the Promotional Activity, who will submit to nrg a request for representation of his/her supply, be it electricity and/or natural gas, within the period of availability of said promotion, provided that the following conditions are **cumulatively** met when submitting the request:

a) the Contract for the supply of electricity/natural gas has been signed exclusively during the period of validity of the Promotional Activity;

b) the consumer has opted exclusively for one of the specified packages and/or promotions included in the Promotional Activity, as exhaustively defined in paragraph B.II below; and

c) the consumer complies with the procedure for securing the right of participation, as specified below.

2. Requests for new representation of a certain electricity and/or natural gas supply that was previously represented by nrg belonging to the same user (VAT number) or a relative of the same user are excluded from the Promotional Activity, provided that:

i) the supply in question was connected to unpaid debts towards nrg at the time of the ceasing of its representation by the latter;

ii) the supply in question had been terminated ex officio by the competent operator.

In each of the above cases, the identification of the supply is carried out on the basis of its first 9 digits.

#### II. Which programs are included in the Promotional Activity?

Only the following programs participate in the Promotional Activity, exclusively:

A. The nrg prime & nrg prime 4BUSINESS1, nrg on time, nrg on time 4BUSINESS1 & nrg on time 4BUSINESS3 electricity programs.

B. The nrg prime GAS & nrg prime GAS 4BUSINESS natural gas programs.

C. The nrg TOTAL Prime, nrg TOTAL prime 4BUSINESS1, nrg Total on time, nrg Total on time 4BUSINESS1 and nrg Total on time 4BUSINESS3 combined electricity/natural gas promotions.

#### III. Securing the right to participate in the Promotional Activity

1. Consumers entitled to participate in the Promotional Activity who submit their application for representation in the above programs and sign the relevant Supply Contract within the period the Promotional Activity is available shall, in order to secure the right to participate in it, send to nrg all supporting documents (supply application, general terms and conditions, special conditions, etc.) and other legal documents (e.g. lease, ownership title, etc.)

required for the lawful submission of their request, as specified in each case by nrg, at the latest before the expiry date of the Promotional Activity's validity.

2. Securing the right to participate in the Promotional Activity can only take place through the successful completion of the electricity/natural gas supply representation request, as defined in the below paragraph, and on the condition that the client will not exercise its right to withdraw from the contract.

3. The point in time of successful completion of the request for the representation of a certain supply shall be deemed to be:

A. For electricity supplies, this will be the point in time when their representation by nrg will appear in the system ("THALES") of the competent operator HEDNO S.A. or, for the supplies already represented, the time of signature of the relevant application for inclusion in the above Programs;

B. For natural gas supplies, this will be the point in time when their representation by nrg will appear in the system of the competent operators of the natural gas distribution network based on locality or, for the supplies already represented, the time of signature of the relevant application for inclusion in the above Programs;

C. For the combined Promotional Activities of nrg TOTAL Prime, nrg TOTAL prime 4BUSINESS1, nrg Total on time, nrg Total on time 4BUSINESS1 and nrg Total on time 4BUSINESS3 this will be the point in time of the commencement of the (electricity or natural gas) supply's representation by nrg, whichever is last (date of connection of the supplies) or of inclusion in the combined promotional activity.

4. nrg is not responsible for any delays relating to the time of representation of a certain supply, which may be due to fault on the part of the competent operator, as well as for any events beyond its control (e.g. force majeure, etc.).

#### IV. Promotional Activity Gift

1. The Promotional Activity gift, depending on the program or promotional activity in which each user participates, consists of an individual or 4-person subscription to "Prime Health Program by NHS", which has been secured by nrg, through NHS, for customers covered by section B.I herein.

2. In particular, for each electricity and/or natural gas supply represented by nrg, in accordance with the procedure and conditions described above, nrg sends to the user of the supply, as declared on the relevant Supply Application, a unique participation gift code. It is clarified that, in case of representation of more than one electricity and/or natural gas supplies under the same VAT number, the user of the supplies shall be sent as many unique codes as the number of the represented supplies.

3. The above unique participation gift code is sent by nrg within a reasonable period of time after the commencement of the representation of the supply/supplies before the competent operators.

4. Each unique code corresponds to an individual subscription to the Promotional Activity. Exceptionally, in case of representation of an electricity supply with a natural gas supply in the combined nrg TOTAL Prime, nrg Total on time, nrg Total on time 4BUSINESS1 and nrg Total on time 4BUSINESS3 promotional activities, a unique code corresponding to a four (4) person subscription to the Promotional Activity is assigned. In the case of non-concurrent representation of the electricity and natural gas supplies in the above combined promotional activity, the user shall receive at the time of connection of the supplies an additional unique code corresponding to a subscription to the Promotional Activity for three (3) more persons.

5. Each subscription to the Promotional Activity has a validity duration as below:

Program/Combined Promotion	Subscription Validity Duration
nrg prime ή nrg prime GAS or nrg TOTAL prime	24 months

or nrg on time or nrg Total on time	
nrg prime 4BUSINESS1 or nrg prime GAS 4BUSINESS or nrg TOTAL prime 4BUSINESS1 or nrg on time 4BUSINESS1 or nrg on time 4BUSINESS3 or nrg Total on time 4BUSINESS1 or nrg Total on time 4BUSINESS3	12 months

The aforementioned period of validity of the subscription begins from the day following its activation by the Client, which in no case may precede the 8th day following the day of the commencement of the representation of the supply by nrg or the date of signature of the relevant contract and applies on the condition that the user remains enrolled in the programs of term B.II above for an equal period of time. Any withdrawal of the user from the program before the end of the defined time period entails their automatic removal from the Promotional Activity.

6. For each of the combined promotional activities, the defined duration in each case is calculated from the eighth (8th) day from the day of commencement of the combined representation (connection) of the two supplies and is subject to the user(s) remaining enrolled in said combined promotion for the aforementioned duration.

#### V. Dispatching the gift

1. nrg sends the contact details of the company New Health System (hereinafter “NHS”) and the unique participation gift code to the user(s).

2. The unique code and contact details of NHS shall be sent via SMS to the mobile phone number provided by the user in their Application. If the user has not provided a mobile phone number on their Application, nrg may communicate the above details to the user by any alternative means (including but not limited to e-mail, letter to the user’s home address, by telephone,

etc.). The choice of the means of communication is at the exclusive judgment and sole discretion of nrg.

#### VI. Redeeming the gift

1. To redeem the gift, the user must contact NHS to notify the activation of its subscription, which will in turn request the unique participation code the user has received from nrg. In case of successful identification, the user will receive from NHS a certificate of participation in the “NHS prime Health Program”, which certifies the activation of the subscription.

2. The certificate is sent by NHS to the user by email.

3. The “NHS prime Health Program” is governed by specific terms and conditions (hereinafter “Terms of Use”), which are posted on the NHS website: <https://www.newhealthsystem.gr/files/genikoiEidikoiOroiNrg.pdf>.

4. Each user has the right to assign the right to participate in the Promotional Activity to any third party. Such assignment entails the forfeiture of the gift by the user and shall be declared to NHS. The procedure and conditions of the assignment shall be determined by NHS.

5. The exchange of the subscription to the Promotional Activity with its monetary value or its replacement with other gifts may not be requested.

#### VII. How can I be exempted from the Promotional Activity?

If a certain user so wishes, they can opt out from the Promotional Activity, by indicating their wish to nrg at the time of submission of the application for representation of their supply or at the time of signature of the application to join one of the programs or promotional activities, as defined above.

#### C. OTHER TERMS – USEFUL INFORMATION

##### I. Revocation of Promotional Activity – Modification of Terms – Liability

1. nrg is entitled to revoke or extend the Promotional Activity or modify its Terms (including its duration, gifts, etc.) whenever it considers it appropriate or necessary, exempted from any liability.
2. In the event of Terms modification, participants shall be immediately notified via commercially appropriate means, indicatively by posting the modified text on nrg's website.
3. nrg has no responsibility, other than sending the unique participation gift codes and the contact details of NHS to the users that entitled to receive them, by the means referred to above.
4. nrg shall not be liable for any delays, changes, inability to deliver the unique participation gift codes due to local holidays and celebrations, or due to events of force majeure, or for any other reason beyond its control.
5. nrg bears no liability in connection with redeeming the gift and the quality of services relating to "NHS prime Health Program", as well as for any bodily or other type of damage caused to the recipient due to and/or because of its use.

## II. Information/Consent for Personal Data Processing/Use of Cookies

Participation in the Promotional Activity constitutes a clear declaration of consent by each participant within the meaning of Regulation EU 2016/679 (GDPR) to the use of their personal data, for the purposes of the Promotional Activity, i.e. indicatively for sending the unique participation gift code.

Responsible for the processing of your data for the provision of the unique code for redeeming the gift is the company NRG SUPPLY AND TRADING SINGLE-MEMBER ENERGY S.A. - 168 Kifissias Avenue and Sofokleous street, PO Box 15126 Amaroussion, Attica, tel. 2109606091, e-mail address [cs@nrg.gr](mailto:cs@nrg.gr).

Your personal data will not be disclosed to third parties for other non-related purposes. It will be transmitted only to persons connected to us, who, on

our behalf and at our request, provide as processors commercial, professional or technical services required to realize the stated purpose, and with the same guarantees that they will not process your data except on our behalf and at our request, and in accordance with the applicable national and European law.

For further details and to exercise your rights under Articles 15-22 of the GDPR, please contact the Data Protection Officer ("DPO") at the following address [dataprotection@nrg.gr](mailto:dataprotection@nrg.gr). You can also visit our Privacy Policy at [www.nrg.gr](http://www.nrg.gr). You may also file a complaint with the Data Protection Authority at [www.dpa.gr](http://www.dpa.gr).

Finally, you can find out about nrg's cookie policy via <https://www.nrg.gr/el/cookies-policy>.

## III. Final provisions

1. In the event that a provision of these Terms is held to be invalid, such invalidity shall in no way affect the remaining terms and conditions.
2. Participants in the Promotional Activity shall not violate the Terms in any way, when using the Application.
3. Any dispute in connection with the Promotional Activity and the Terms shall be resolved by the Courts of Athens.
4. Participation in the Promotional Activity is subject to and implies express and unconditional acceptance of all Terms, as well as the terms and conditions of the Health program, which are posted on the NHS website: <https://www.newhealthsystem.gr/etaireia/nrg-cooperation>, with each participant waiving their right to challenge their validity and to claim any damages arising out of or because of the Promotional Activity.
5. Any delay on the part of nrg in the exercise of a certain right does not imply, nor can it be construed as, a waiver of that right.

**Amaroussion, 1 January 2023**