

CRH White Cement Projects – Contest Rules

The present rules set forth the conditions and rules of the contest “**CRH White Cement Projects**” and represent the exclusive binding document that governs this contest (hereinafter only as the “**Rules**”).

I. Purpose and Subject of the Contest

- 1) The purpose of the contest is the support of sale of CRH White Cement, both among customers and final consumers, overall support of CRH products, and building relationships with customers and potential customers.
- 2) The subject of the contest is to send photos showing projects that utilise CRH White Cement or that show other means of usage (application) of CRH White Cement with a possibility to win tangible prizes.

II. Organiser of the Contest

- 1) The Organiser of the contest is the company CRH (Slovensko) a.s. seated at 906 38 Rohožník, Slovensko, Company ID: 00 214 973, registered with Companies Register of the District Court Bratislava I, Section Sa, file no. 1265/B, (hereinafter only as the “**Organiser**”).
- 2) The provision and administration of prizes shall be done by the Organiser.

III. Term of the Contest

- 1) The Contest shall be held in the period between the date of publishing the Contest and 31 January 2020.
- 2) The Contest shall be held only electronically through the website www.crh-white.com/projects and an online form on this website.
- 3) Prizes shall be sent to winners by post within 30 days from the date of sending the address where the prize can be delivered.

IV. Conditions of Participation in Contest, Course of Contest

- 1) The Contest shall be held only electronically during the term set forth by these rules and only within the territory of Europe.
- 2) Any natural person over the age of 18 which has a postal address within the territory of Europe during the term of the contest and which is not an excluded person in terms of Article VII (1) of these rules is eligible to participate in the contest (hereinafter only as the “**Participant**”).
- 3) The condition of participation in the contest is that the participant sends to the organiser via online form:
 - name, surname, e-mail address, name of the project, and
 - a photo showing projects that utilise CRH White Cement or showing other means of usage (application) of CRH White Cement, while the photo shall be taken exclusively by the participant and does not depict any personal data of the participant or other persons.
- 4) The condition for receiving the prize is that the winner sends the postal address of the winner in Europe where the prize is supposed to be sent (street, house number, postal code, municipality, country) to the organiser subject upon organiser’s request.

- 5) Every participant may take part in the contest three (3) times at maximum, i.e. may send no more than three photos via online form.
- 6) If the requested data are not provided or if wrong data are provided, or if any other conditions stipulated in the present rules are not fulfilled, the participant shall not be eligible for participation in the contest.

V. Prize

- 1) Prize is tangible and particularly involves marketing items of the organiser of different financial value. The organiser shall decide on first three places of winners, whereas the organiser can decide on certain places of winners only or even no winners at all. The organiser may decide even on several winners and divide several prizes, or even no prize.
- 2) The organiser reserves the right to modify the prize additionally.
- 3) Data about the winners in the extent: name, surname, municipality, country shall be published on the website or other social media of the organiser, including promotional materials.
- 4) If the winner does not send postal address for the delivery of the prize upon the organiser's notice, or if the winner does not take over the prize (the prize is returned back via postal service), the winner thus loses the right to the prize and the prize remains with the organiser.

VI. Copyright

- 1) By participating in the contest the participant represents that the participant produced the photos exclusively on his/her own, the participant solely owns the copyright to the photos and that no copyright or other rights of third parties are infringed by utilising of the photos by the organiser in accordance with the present rules.
- 2) By taking part in the contest the participant grants consent to the organiser to the usage of the photos (licence) in the following extent:
 - manner of usage of the work: all manners of usage known at the time of taking part in the contest
 - scope of licence: unlimited scope, non-exclusive licence
 - term of licence: the entire term of proprietary rights of the copyright with respect to the work
 - compensation: free of charge

VII. Special Provisions

- 1) The employees of the organiser and employees of the companies that belong to CRH Gropup (CRH plc, Dublin, Ireland and all companies directly or indirectly owned or controlled by it) are excluded from the contest. Photos that do not meet all the conditions set forth by the present rules shall be excluded from the contest.
- 2) Should it be proved that the winner of the contest is an excluded person in terms of paragraph 1 of this article or that the winner did not meet all the conditions of the contest set forth by the present rules, the winner loses the right to the prize and the prize remains with the organiser.

- 3) The organiser does not reimburse any costs to the participants that the participants incur with respect to the participation in the contest or receiving the prize.
- 4) The contest is governed by the valid legal regulations of the Slovak Republic and the enforcement of the participation in the contest or of the prize before court is excluded (Section 845 of the Civil Code). The present contest is not a hazard game in terms of the Act no. 30/2019 Coll. on Hazard Games. This contest is a promotional contest in terms of Section 4 (6) of the Act no. 30/2019 Coll. on Hazard Games, which serves only for the sales support of the products and services of the organiser.
- 5) The organiser of the contest is not liable for any technical problems that occur during the transmission of data via electronic means.
- 6) By taking part in the contest all participants express their consent with the rules of the contest and represent that they produced the photos themselves and thus enter into the contractual relationship with the organiser, i.e. the present contest
- 7) The organiser shall expel from the contest a participant who does not agree with his/her participation in the contest and asks the organiser to do so.
- 8) The organiser reserves the right to a final decision in all matters with respect to the organisation of the contest, including interruption, prolongation or cancellation of the contest, or amendment or modification of the rules of the contest. Should the organiser pass a decision stipulated in the previous sentence, the organiser undertakes to publish it in a manner equal to the manner of publishing the present rules.
- 9) The organiser reserves the right to:
 - (i) assess whether all conditions of participation in the contest are fulfilled by the participants, in particular to verify whether the sent photo meets the criteria set forth by the present rules;
 - (ii) expel a participant from the contest due to failure to fulfil the conditions of the contest or a breach of the present rules;
 - (iii) not to award the prize provided the organiser is not able to successfully contact the winner in terms of the present rules or if the winner does not take over the prize or if the organiser subsequently (after a participant is declared a winner) learns about a breach of any condition of the contest; however, this may be carried out no later than at the moment of handover or provision of the prize.
- 10) Participants do not have a legal claim to the prize, the prize may not be exchanged, the right to receive the prize may not be assigned to a third party or other participant. The winner does not have a legal claim to exchange the prize or payment of the value of the prize in monetary or other form, or to a prize of other specification than the one stipulated in Article V. of the present rules.
- 11) The organiser is not liable for a failure to deliver the prize, particularly when the address of the winner is changed or when the winner is not present at the address that the winner provided to the organiser, the organiser is not liable for a loss, damage, destruction of, or failure to deliver, the prize or for its delivery after the period set forth by the present rules attributable to the post or other carrier.
- 12) The organiser hereby informs the participant that prize the value of which exceeds the value of income exempt from taxes by law, i.e. EUR 350 is subject to the income tax and health insurance duty in terms of valid law of the Slovak republic that the winner is obliged to pay.

VIII. Personal data Protection

The organiser - company CRH (Slovensko) a.s. as a data controller hereby provides natural persons taking part in the contest with the following information in terms of Article 19 of the Act no. 18/2018 Coll. on the Protection of Personal Data and Article 13 of the Regulation (EU) 2016/679 (General Data Protection Regulation):

Processed personal data: information in the scope stipulated in Article IV. (3 and 4) of the present rules

Purpose of processing: running of contest by the organiser (i.e. organisation of the contest, its evaluation, control, delivery of prize and publishing of names of winners)

Legal basis for processing: processing of personal data is necessary for the fulfilment of the contract – obligations of the organiser arising from the contest

Retention period/criteria to determine it: term of the contest (until prize is handed over) and three years after its termination for purposes of exercising a legal claim, one calendar year in the registry of the organisational unit, storage period in accordance with the registry rules of procedure and registry plan

The rights of participant as a data subject: the right to access personal data, right to rectification, right to erasure, right to restriction of processing, right to object to processing, right to data portability, right to lodge a complaint and to commence a procedure on the protection of personal data.

The provision of personal data is a contractual requirement of the data controller and if the data are not provided, it is not possible to take part in the contest and receive contest prize.

Neither automated individual decision making nor profiling is carried out.

Contact data of the data controller: zakaznickyservis@sk.crh.com

Rohožník, 27 November 2019