



TERMS AND CONDITIONS FOR THE CHILDREN'S DRAWING CONTEST

Fomento de Construcciones y Contratas, S.A. (hereinafter "**FCC**" or the "**Organisation**"), with Tax Identification Code number A/28037224 and registered office at calle Balmes, no. 36, 08007 (Barcelona), is the organiser of the 4th Edition of the Children's Drawing Contest 2022 (hereinafter "**Contest**"), under the title "Back to the Future", subject to the following terms and conditions (hereinafter "**Terms and Conditions**").

Contest

The goal of the Contest is to obtain a vision of the world envisioned by children based on the concept "Back to the Future".

The drawings will be evaluated by a jury made up of FCC workers who will determine the winners in the different categories, provided that they comply with the provisions of these Terms and Conditions.

Terms of participation

The Contest is open to FCC employee family members who are minors (children, grandchildren and nieces/nephews), or any other minor over whom an FCC employee has guardianship or parental authority (hereinafter "the Minor" or "the Minors"). Minors must be ages 3 to 11 years old, both inclusive.

All proposals must comply with the terms described below:

- Only one drawing per Minor will be accepted.
- In order to participate, it will be essential to use the template provided by FCC (the "Template") for this Contest, which can be downloaded via the following link: <https://fccone.fcc.es/>.
- In order to take part in the Drawing Contest, it is essential that the Template be filled out completely, in capital letters and legible writing.
- The template, duly completed, will be scanned by the FCC worker, with the highest quality possible, in order to objectively evaluate the proposal, and sent to the Organisation by e-mail to the following address: regresalfuturo@fcc.es, within the time frame indicated in the "Contest Duration" section of these Terms and Conditions.
- Drawings sent by any means other than e-mail, or after the deadline established in these Terms and Conditions, or those that do not comply with the provisions of this document will not be accepted for participation in the Contest.

The Template includes:

- The Minor's drawing.
- All personal data pertaining to:
 - The Minor's data: name and age.
 - The FCC worker's data: name and surname, company, area, country where they carry out their activity and e-mail, as well as the acceptance of fields concerning (i) acceptance of the Terms and Conditions of the Contest and (ii) permission to publish the Minor's image in the event that they should win the Contest.

By sending the Template, you accept the Terms and Conditions of the Contest. Personal data will be processed in accordance with the data protection regulations of these Terms and Conditions and will be included in a file under the responsibility of FCC, solely for conducting and controlling the Contest and the communications and actions resulting therefrom.

FCC reserves the right not to award the Contest prize to any participant who tries to, or has been found to: defraud, tamper with and/or render ineffective the proper functioning and the normal and regulatory course of the Contest.

Drawing technique

The following techniques/material may be used to create the drawing: coloured pencils, markers, crayons, watercolours or similar materials.

Drawings that contain other types of materials (fabric, cotton, materials with volume, etc.) will be rejected in order to facilitate the assessment and publication of the drawings on the corporate channels and Instagram.

Contest Duration

The Contest is valid for all drawings received by e-mail (regresalfuturo@fcc.es) from 23 September, 2022 until 2 November, 2022, and the end date may be extended at the sole discretion of the Organisation.

If for reasons of force majeure or beyond the control of FCC it is necessary to postpone or modify the duration of the Contest, or to annul or repeat it, this circumstance will be notified via e-mail.

Requirements for participation

Participation in the Contest is free, voluntary and limited to those who meet all of the requirements listed below:

- Comply with the requirements specified in the "Terms of Participation", "Drawing Technique" and "Contest Duration" sections of these Terms and Conditions.
- Participation in this Contest is not to be used for: (i) spreading political or religious ideas, (ii) promoting insults and/or slander against third parties, (iii) using violent, obscene or offensive language, (iv) publishing content different from the subject matter of the Contest.

Instagram participation

Participating minors who wish to do so may compete for the Instagram prize. The drawing that has received the most *likes* by 2 November at 00:00 will be selected as the winner in this category.

The terms of participation for this prize are as follows:

- Only drawings that have previously participated in the Contest through the Template provided in the corporate channels will be eligible for the prize.
- The steps to participate will be as follows:
 - Follow FCC's corporate account on Instagram: `fcc_group`.
 - Post a photo of the drawing only (the Organisation recommends that the participant data column not be displayed).
 - Tag `@fcc_group` in the image.
 - Add the following hashtags:
`#regresalfuturo2022 #backtothefuture2022 #fcc #fccgroup #ods #sdg`

Announcement of winners

The announcement of the winning drawings of the Contest and the names of the participating Minors will take place beginning on 11 November 2022 through the following channels:

- FCC Group Intranet: <https://fccone.fcc.es/>.
- Via the e-mail provided by the FCC worker in the drawing Template.

Evaluation: selection of semi-finalists, finalists and winners

The jury will be made up of FCC workers who do not have any direct connection with the participating Minors. The jury will select the winners and winners of the Contest according to the creativity, originality and content of each drawing submitted and its relation to the theme of the Contest. This decision will be final and will depend solely on the criteria of the people who are part the jury.

Proposals will be assessed/rated in three categories:

- Category 1: from 3 to 5 years old (hereinafter "Category 1")
- Category 2: from 6 to 8 years old (hereinafter "Category 2")
- Category 3: from 9 to 11 years old (hereinafter "Category 3")

- Long List: Semi-finalists

Once the deadline for receiving drawings has ended, the jury will meet to select, from among all the drawings received, 20 drawings from each of the categories (20 drawings in Category 1; 20 drawings in Category 2; and 20 drawings in Category 3) resulting in a total of 60 semi-finalist drawings that will make up a "Long List" which will be published in FCC Group's internal communication channels.

- Short List: Finalists

Subsequently, the jury will select, from among the semi-finalists of the Long List, 5 drawings per category (5 drawings in Category 1; 5 drawings in Category 2; and 5 drawings in Category 3) resulting in a total of 15 semi-finalist drawings that will make up a "Short List" which will be published in FCC Group's internal communication channels.

- Winners

The jury will select, from among the finalists on the Short List, the following winners:

- 1 Winner from Category 1
- 1 Winner from Category 2
- 1 Winner from Category 3

- Instagram

The drawing that gets the most likes on Instagram:

- 1 Winner from the Instagram category
-

Prizes

Long List

- The 60 semi-finalists on the Long List will receive:
 - **1 children's pencil case, or tote bag, or drawstring bag to colour on.**

Short List

- The 15 finalists on the Short List will receive:
 - **1 drawing kit.**

By category

- 1 Prize awarded to the best drawing in Category 1:
 - **1 Amazon gift card valued at €500.**
- 1 Prize awarded to the best drawing in Category 2:
 - **1 Amazon gift card valued at €500.**
- 1 Prize awarded to the best drawing in Category 3:
 - **1 Amazon gift card valued at €500.**

Instagram

- 1 Instagram Prize:
 - **1 Amazon gift card valued at €500.**

The pencil cases and bags for colouring, the drawing kits and the Amazon gift cards will be delivered to the winners by internal postage system or courier service (at the exclusive decision of the Organisation).

The prizes described are not subject to change or alteration.

Prizes will be awarded to the winners within a period of time to be determined by the Organisation.

Personal data protection

In compliance with Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**GDPR**"), Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights ("**LOPDGDD**" for its acronym in Spanish), as well as any other regulations that may be applicable or that may replace those mentioned above (jointly, the "**Applicable Regulations**"), FCC, as data controller, states that the personal data (including e-mail address, name, surname and employment location data, as well as the name, surname and age of the Minor) provided by the father/mother, grandfather/grandmother, uncle/aunt or FCC worker who has guardianship or parental authority over the Minor for the purpose of participating in the Children's Drawing Contest 2022, have been collected for the sole purpose of managing the Minor's participation in the Contest. In addition, we hereby inform that, and you explicitly allow, as a parent, grandparent, uncle/aunt, or employee who has guardianship or parental authority over the Minor participating in the Contest, that the personal data of the Minor collected through e-mail, as well as those obtained in connection with carrying out the Contest (identification, such as the image), will be processed for the purpose indicated, through the following processing activities:

- Managing the correct participation in the Contest.
- Processing the allocation of prizes.
- Promoting the Contest and its results by any means of communication of those established in these Terms and Conditions. If this activity involves the transfer or disclosure of personal data, you may provide consent in the specific box on the Template submitted in order to participate.

For proper conducting of the Contest it will be necessary that the personal data of the participants, collected through e-mail, as well as those provided for the purposes of awarding the prizes, are truthful, complete and up to date, which must be undertaken through the acceptance of these Terms and Conditions. If a Contest winner's personal data is false, incomplete or not up to date (so that identification of the winner is impossible by reasonable means), FCC reserves the right to disqualify this winner from the Contest and shall not be liable in this respect.

The legitimacy for the processing of these personal data is based on the agreement of the interested parties, as well as their representative legal guardian, and the conservation period will be one year after the end of the Contest for the purpose described.

The user will be able to exert the rights of access, rectification, suppression and portability of their data, and the limitation or opposition to its treatment, or to subsequently express their refusal to the treatment previously consented to, for which they will have to send a request with the reference "Data Protection", in which the corresponding request is specified and which is accompanied by a photocopy of their National Identity Document, to the following address: Information Security Department, Avda. Camino de Santiago, 40 - 28050 Madrid (Spain) or by submitting a request with the same requirements via protecciondedatos@fcc.es. At the same time, if you consider that your request has not been duly dealt with, you may file a complaint with FCC's Data Protection Officer and, ultimately, with the Control Authority (www.aepd.es).

FCC requests that the participating Minor's father/grandfather/grandmother, uncle/aunt, employee who has guardianship or parental authority over the participating Minor be declared the winners and that they grant, exclusively and with the power to transfer to third parties, the image rights that may correspond to them as a result of their participation in the Contest and that may be the object of public communication through various means of communication (websites, social media magazines, etc.).

As for the transfer of said personal data, the participation Template enables the option to be filled in by the father/grandfather/grandmother, uncle/aunt, employee who has guardianship or parental authority over the Minor for the transfer of the identifying personal data (including image) to third parties in the event that the Minor in their charge is the winner of the Contest.

FCC Group takes a special interest in the processing of the personal data for which it is responsible. Therefore, if in any way it detects any breach of applicable regulations, we would be grateful if you could inform us in the authorised data protection e-mail.

Intellectual Property Rights

The participating individuals guarantee that they are the sole owners of the intellectual property rights of each of the entries submitted to the Contest and are fully responsible for the absence of third party rights in the entries, as well as any third party claims for image and/or intellectual property rights.

In addition, the participants grants FCC the rights to use and disseminate the photographs through, but not limited to, the media, exhibitions, advertising campaigns, websites, etc. In addition, the participants transfer the property rights over the entries to FCC without time and/or space limitations.

Responsibilities

FCC reserves the right to cancel any entry or any participants should there be any suspicion that the data or the Contest has been mishandled.

The Organisation reserves the right to refuse or exclude from participation in the Contest any participants who do not meet the requirements described in these Terms and Conditions or Terms of Participation or violates the rules or purpose of the Contest.

The Organisation is not responsible for poor functioning or possible loss of data due to e-mail problems and/or Internet malfunction.

In addition, the Organisation excludes any liability for damages of any kind that, despite the security measures adopted, could be due to the improper use of services and content by users, and in particular, but not exclusively, for damages of any nature that may be due to the impersonation of a third party made by a user in any kind of communication via e-mail.

Annulment

If any provision of these Terms and Conditions is declared totally or partially null or ineffective, such nullity or ineffectiveness will only affect the provision or part thereof that is null or ineffective; the rest of the Terms and Conditions will remain in place and such provision or part thereof that is affected by not being put in place, unless, because it is essential to these Terms and Conditions, it would affect them in an integral manner.

Jurisdiction and applicable law

These Terms and Conditions shall be interpreted and governed in accordance with Spanish law. For any litigious matter arising from the existence, access, use or content of the Terms and Conditions, the participants and FCC specifically waive any other jurisdiction that may correspond to these, submitting to the exclusive jurisdiction of the Courts and Tribunals of Madrid.

Acceptance of Terms and Conditions

Participation in this Contest implies the full acceptance of these Terms and Conditions, as well as the explicit acceptance of the interpretative decisions made by the Organisation. FCC reserves the right to disqualify participants who fail to comply with these Terms and Conditions and, in particular, any participation that goes against these Terms and Conditions.

By accepting these Terms and Conditions, the participants understand them and are committed to comply with the regulations in force that may be applicable in this regard, so that, simply by participating in the Contest, they are agreeing to be subject to the Terms and Conditions and the law in a complete and irrevocable manner.

The participants' statement to the contrary, regardless of when it is made, will mean their self-exclusion from the Contest and FCC's waiver of any commitment undertaken with the participants.

These Terms and Conditions are available to anyone who wishes to consult them on FCC Group's intranet: <https://fccone.fcc.es/>.