

Contest rules

„Holiday contest with Live Foxconn magazine“

This document defines the rules (hereafter referred to as „**Rules**“) of a contest called „Holiday contest with Live Foxconn magazine“ for the period June 2022 to August 2022 (hereafter referred to as „**Contest**“).

1. Contest's Organiser

- 1.1 The contest's organiser is Foxconn European Manufacturing Services s.r.o. IČO: 25965361, U Zámečku 27, Pardubičky, 530 03 Pardubice, registered with the Regional Court in Hradec Králové, section C, number 17934 (hereafter referred to as „**Organiser**“).
- 1.2 The contest will be announced in the company magazine Live Foxconn.

2. Dates and place

- 2.1 The Contest runs according to the schedule **below from June 2022 to August 2022** (hereafter referred to as „**Contest period**“).
- 2.2 **Schedule:**
 - Issue of the Magazine and publication of the contest task - second half of June 2022
 - Collecting of Contest Submissions - until 31st July, 2022
 - Evaluation of answers and draw - by 10th August 2022
- 2.3 The contest takes place in the Czech Republic.

3. Conditions of Contest participation

- 3.1 Only **person over 15 years of age** (hereafter referred to as „**Contestants**“) who meets all the conditions in these Rules can participate in the Contest (see section 9.1 of the Rules).
- 3.2 **Each Contestant is entitled to enter no more than one Contest Submission.** This rule will be enforced by checking the identification personal data provided by the Contestants.
- 3.3 Participation is voluntary. By taking part in the Contest, Contestants agree with these Rules and commit to following them.
- 3.4 No purchase of goods, services or any other financial transaction are required for contest participation.

4. Contest Description

- 4.1 The Organiser publishes a quarterly company magazine „Live Foxconn“ (hereafter referred to as „**Magazine**“). In 2/2022 issue of the Magazine, the Organiser will

announce a task that will constitute the Contest and invites Contestants to participate.

4.2 **Contestants can participate in the following way** (all conditions below must be met):

- a) Contestant sends an email with a submission to the following address: redakce@cz.foxconn.com;
- b) Includes "Contest" in the subject line as well as the letter that indicates the correct answer;
- c) In the email body, he writes: (1) **name and surname**, (2) **employee ID** (in case he is employee in Foxconn group) / **date of birth** (in case he is not employee in Foxconn group), (3) **telephone number**, (4) **email address**.

(hereafter referred to as „**Contest Submission**“)

4.3 **Just the Contestant is responsible for the Contest Submission's contents** and hereby commits to follow these conditions:

- a) The Contest Submission must not be in conflict with the law;
- b) The Contest Submission must not contain personal data, records or likeness which the Contestant or Organiser is not allowed to use and process;
- c) The Contest Submission must not contain any inappropriate statements that defy good manners, decency, or dignity (mainly pornography, violence, offensive and inappropriate content, xenophobic, racist, attacking an ethnicity or a group of people, inciting or agreeing with criminal activity or immoral behaviour);
- d) The Contest Submission must not contain content that is subject to a third party's rights, mainly intellectual property (mainly copyright), industrial property (e.g. trademarks, designation of origin, and other forms of intellectual property);
- e) The Contest Submission must not damage the Organiser or any other person in any way.

4.4 The Organiser reserves the right to disqualify any Contest Submission that violates rules defined in this document without the right for compensation. However, the Organiser is not obliged to check for this and is not responsible for Contestants not following the Rules.

4.5 The Organiser is not responsible for Contest Submissions not being able to be delivered to the above email address.

5. **Prizes and method for determining winners**

5.1 The following are the Contest's prizes:

- **waterproof outdoor camera for extreme sports Rollei ActionCam 372**

5.2 The Organiser will evaluate the responses to the Contest Submissions received. Only Contest Submissions containing the correct answer to the contest task may be entered into the draw.

5.3 The Winner will be determined by a private draw, which the Organiser will arrange. One Winner will be randomly selected from all Contest Submissions.

6. Announcing the Winners and method of prize delivery

- 6.1 Contestant that has been drawn as the winners in the Contest (hereafter referred to as „**Winner**“) will be informed about his win by the Organiser no later than 20 days from the day of the draw as stated in the Schedule (section 2.2). They will be contacted at the contact details provided in the Contest Submission.
- 6.2 Winner who wants to collect the prize must reply to the Organiser’s announcement **within 10 work days** from the date of the announcement. In the same period, he agree on handover details with the Organiser. **Place of handover shall be situated in the Foxconn Pardubice or Foxconn Kutná Hora premise.**
- 6.3 The Winner must take up the prize in the agreed place and time and cooperate in the handover. The Winner also agrees with the Organiser documenting the prize handover including recording the Winner themselves (hereafter referred to as „Records“). These Records can be processed and made public via various communication channel, mainly in the Foxconn group companies, the company magazine Live Foxconn, the website and social media (e.g. Facebook, Instagram, LinkedIn, Twitter, YouTube). This consent can be withdrawn by the Winner at any point. The Recording is free of charge and is not a requirement for the prize handover, so the Winner can without no consequences refuse to have their likeness made public. The acquisition of records and their use will not be subject to remuneration.
- 6.4 If the Winner does not take up the prize, does not cooperate in the handover, his entitlement to price is cancelled and the prize goes to the Organiser. The Organiser can hold another draw to determine an alternative winner.
- 6.5 The Winner is responsible for providing correct contact details. The Organiser is not obliged to try to contact the Winner in a way other than via the contact details provided as part of the Contest Submission.
- 6.6 The Organiser is not responsible for the loss, damage, destruction or failure to deliver the announcement of winning. He also isn’t responsible for the loss, damage, destruction, or failure to deliver the prize for reasons on the side of the Contestant, carriers, social media company, or electronic communications provider.
- 6.7 The prize cannot be claimed through a court of law. The Contestant cannot claim a prize that is not the one defined for the Contest by the Organiser. The prize cannot be paid out in money or other way substituted.
- 6.8 The Organiser does not provide warranty for the quality of the prize. The Organiser is not responsible for any defects and risks associated with the use of the prize. By receiving the prize, the Winner commits to dispose of the prize according to the law at the end of the prize’s lifecycle (e.g. disposes of it according to Act 542/2020 Coll).

7. Processing of personal data

- 7.1 The purpose and extent of personal data processing. By participating in the Contest, the Contestant agrees with their given personal data being processed by Organiser for the purpose of organising this Contest (in accordance with these Rules), i.e. managing the Contest, organising it, evaluation of submissions (including the draw), and contacting of the Winners. The Contestants agree to have their name and

surname published both on their own as well as combined with records where they are captured for the promotion purpose (section 6.3). As the data controller, the Organiser will process the following personal data: **name, surname, employee ID/date of birth, telephone number and e-mail address**. If Records have been captured, the Organiser also processes those (with which the Contestant agrees). For Winners, the Organiser will also process the **place of handover of the prize**, provided by the Winner (section 6.2). The processing of personal data is required for the realisation of the Contest.

- 7.2 Duration of the processing. The Organiser will process the personal data only for the necessary period, i.e. for the duration of the Contest (section 2.1) and 6 months after that for the purpose of auditing the conditions of the Contest and for the purpose of handing over the prize. Records and the name and surname of the Winners may be made public through the usual communication channels, mainly within the Foxconn group, in the Live Foxconn company magazine, on the website and social media sites (e.g. Facebook, Instagram, LinkedIn, Twitter, YouTube) until the Organiser takes them down (Contestants have a right to ask the Organiser to take them down at any time).
- 7.3 Security and law compliance. The Organiser commits to proceed while processing personal data in connection with Contest in accordance with the legislation in force in the area of personal data protection, in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as "GDPR") and Act No. 110/2019 Coll., on processing of personal data. The Organiser will take such precautions as to prevent an unauthorised or accidental access to personal data, their change, removal, loss, unauthorised transfer, unauthorised processing, and misuse.
- 7.4 The Organiser will not process Contestants' data for the purpose of direct marketing and profiling and will not transfer the data to third countries. As part of this processing, the Contestants will not be subject to automated processing decision making.
- 7.5 Instruction on rights. Each Contestant as well as other individuals whose personal data are processed by the Organiser („**data subject**") have all the rights resulting from the personal data protection regulations, mainly:
- a) Right to access personal data – gain access to their personal data and right to be informed whether their personal data is processed, in what extent, for what purpose, for what duration, etc.;
 - b) Right to request rectification of incorrect personal data;
 - c) Right to request erasure of personal data;
 - d) Right to request restriction of processing of their personal data if that data are inaccurate or if the processing is illegal and the data subject do not request the deletion of his personal data and asks to restrict processing instead, or if the data controller no longer needs those personal data but data subject require them in order to identify, exercise, or defend his legal claims, or if the data subject raises an objection against the personal data being processed;
 - e) Right raise an objection to the processing of personal data;
 - f) Right to request portability of personal data – the data subject has a right to obtain his personal data in a structured, commonly used and machine-readable format if the processing is based on the consent or performance of contract and is done in automated way;

- g) Right to withdraw the consent to the personal data processing;
- h) Right to lodge a complaint with the Office for Personal Data Protection (address: Pplk. Sochora 727/27, 170 00 Praha 7 – Holešovice).

In general, you have the right not to provide us with your personal data. However, in the event of concluding a contractual relationship, exercising rights related to it and fulfilling related obligations, the provision of personal data may be a contractual requirement or a necessity that must be included in the contract; in some cases it may even be a requirement based on legal regulations. If personal data are not provided, the contract conclusion between you and the controller cannot be expected, nor the performance of the contract by the controller. If the need to process personal data stems from the law, the consequences of not providing such data depend on the law.

The Organiser processes personal data for this Contest in an automated way, possibly also manually. There is no automated decision-making (i.e. decision-making based solely on the automated processing of personal data) or profiling.

- 7.6 Data processor's contact details, complaints. In case of doubts about the Organiser's law compliance as data processor, Contestants can contact the Organiser at the address stated in section 1.1 (Compliance department) or via email at GDPRInfo@emea.foxconn.com. Contestants can also use this address to submit suggestions, requests, complaints, and questions to the Organiser. The supervisory authority for personal data protection in the Czech Republic is The Office for Personal Data Protection.

8. Copyright

- 8.1 The Contestant is responsible for any violation of rights of third parties, namely copyrights of third parties made in connection with sending his Contest Submission.
- 8.2 By participating in the Contest, the Contestant grants the Organiser free-of-charge and unlimited license to use all copyright works created by him in connection with Contest (in all ways according to § 12 section 1 and 4 of copyright law), including the right to change, alter, use along other works, during the Contest or after its end for the whole duration of the property rights with the right to grant the right for further use (license) of the work to third parties in full extent of the license. The Organiser is not obliged to use the license granted. For clarification, for the purpose of granting license, any submission of copyright work by the Contestant to the Contest represents a license agreement proposition. Through the reception of the copyright work, the Organiser agrees to enter into license agreement regardless of whether the Contestant has been notified on it or not.

9. Final provisions

- 9.1 For the purpose of the Contest, these Rules are the sole and complete rules. If a part of the Rules is published or if Rules are referenced, only the complete version is always valid.
- 9.2 These Rules are published electronically at Foxportal: Departments / PR and Communication / Documents and forms to download and on the web site <https://www.foxconn.cz/competition-magazine>. A hard copy is available at the Organiser's headquarters (section 1.1) at least for the Duration of the contest.

- 9.3 The Organiser has the right of final say in all matters regarding the organisation and running of the Contest, including its suspension, postponement, cancellation, abortion, or adjustment of these Rules. The Organiser has a right to change these Rules at any point during the Contest, including the parts regarding the method of selecting Winners, type and quantity of prizes. In exceptional circumstances, he can also cancel the Contest. The Organiser also has a right to intervene in the Contest, including not granting a Contestant the winnings mainly if it is suspected that the Contestant violated or tried to circumvent the Rules. In such a case, the Organiser has a right to disqualify such a Contestant without any right to compensation. The Organiser always has the final say in disputed situations.

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