

Rules of the "Edenred Summer Competition with Google Pay"

I. General provisions

- a. These Rules apply to the Edenred Summer Competition with Google Pay (hereinafter "the Competition") run by Edenred CZ s.r.o., Company No. (IČO): 247 45 391, having its registered office at Praha 8, Pernerova 691/42, postcode 186 00, incorporated in the Companies Register maintained by the Municipal Court in Prague, Section C, File 170804 (hereinafter "the Promoter").
- b. The Competition takes place from 12 July 2019 to 30 August 2019 (hereinafter "the Competition Period"), and every Friday (Competition Fridays) will be the Competition days over the Competition Period.
- c. The Competition is run solely in the Czech Republic.

II. Terms of participation

- a. Any private individual above the age of 18 (hereinafter "Competitor") who has full legal capacity, is able to carry out legal acts, and has a mailing address in the Czech Republic can participate in the Competition, provided that such person:
 - holds (owns) a TRC or EBC card issued by the Promoter (hereinafter "Card") and this Card is topped up with funds,
 - has added the Card to the Google Pay application,
 - has a registered Card Account at www.edenred.cz, in which the person's valid e-mail and delivery address are registered, and
 - has become acquainted with these Rules of the Competition.
- b. Legal entities, employees of the Promoter, persons in a similar relationship with the Promoter and persons close to such persons within the meaning of Section 22 of Act No 89/2012, the Civil Code, are also excluded from the Competition.

III. Joining the Competition

- a. Competitors join the Competition by making a contactless payment using their Card on a payment terminal via the Google Pay service during a Competition Friday.
- b. Should it be unable to check that the payment that the winners allegedly made during the Competition Period was actually made the Promoter reserves the right to select the next subsequent winner in order of merit. Each Competitor has the right to participate in any number of Competition Fridays, provided only that such Competitor was not a winner in the preceding round.

IV. Evaluation of the Competition, prizes and winning in the Competition

- a. For each Competition Friday, the prizes in the Competition will include a Google Pixel mobile handset and five financial prizes amounting to CZK 1,000 that will be credited to the winner's Card. The prizes will be assigned to the transactions executed sequentially during the Competition Friday as follows:
 - The winner who executed the 500th transaction in the sequence wins the mobile handset;
 - The winner who executed the 1,000th / the 1,500th / the 2,000th / the 2,500th / the 3,000th transaction in the sequence wins CZK 1,000 that will be credited to his or her Card.

The data in the Promoter's internal transaction system is relevant for the purposes of determining the winners.

- b. Prizes are not transferable. A prize cannot be exchanged for cash and no other prize than the one specified in these Rules can be claimed. The Promoter reserves the right to replace a prize with that of a similar type and corresponding value and to change the conditions for handing over the prize.
- c. Winners will be notified of their winning by the Promoter via e-mail following the evaluation of each individual Competition Friday, which will take place within one month. Competitors must respond to the Promoter within three business days from the day on which the Promoter contacts them, and inform the Promoter whether or not they will accept the prize; depending on the nature of the prize, they will also provide, at the Promoter's request, their delivery address and contact details and, potentially, other particulars for the purpose of the delivery of the prize. Should the Promoter be unable to contact a winner in the above-described manner within three business days, or should a winner refuse to accept the prize or to provide the required particulars, that person's entitlement to the prize will be extinguished and the prize will pass to the next winner in the sequence.
- d. The Promoter is not responsible for the delivery of messages, including the notification of winning in the Competition, for example, due to an incorrectly specified e-mail address or the inoperability of the electronic mailbox.
- e. The prize will be sent to the winner at the winner's delivery address by a registered letter.
- f. The results of the Competition are final and there is no appeal against them.

- g. The Promoter will take care of any tax liabilities related to a prize in the Competition for the winners.
- h. The prizes are not legally claimable. None of the prizes can be transferred to another person or paid out in cash, and no substitute item can be provided in lieu of a prize. The Promoter reserves the right to replace the prizes set out in these Rules with prizes of a similar type and value should it not be possible, for objective reasons that are not on the part of the Promoter, to procure the promised prize without making an unreasonable effort.
- i. Acquiring a prize is conditional on following these Rules. Prizes will not be awarded should the Promoter find or have good reasons to suspect that a Competitor or another person who has helped such Competitor to win one of the prizes has committed any fraudulent or unfair act.

V. Personal data processing

- a. Under Regulation (EU) 2016/679, General Data Protection Regulation, the Competitor gives the Promoter, as the personal data controller, and the organiser of the Competition, as the personal data processor, his or her explicit consent to the processing of his or her personal data comprising the first name and surname, telephone number, e-mail address, the serial number and transaction history of the Card and, in the case of winners, also his or her photograph and delivery address (hereinafter "Personal Data"), which will be processed for the purpose of running and evaluating the Competition and the subsequent handover of the prizes during the Competition and for half a year from its end. Following the end of this period of storing, the Promoter can only process Personal Data if storing such data for a longer time is justified by law or for the purposes of the Promoter's legitimate interests, in particular protection of legal claims. For reasons of the organisation of the Competition, the winners' Personal Data will be stored for three years.
- b. Personal Data provision for the purpose of this Competition is voluntary, but it is a requirement for participation in the Competition.
- c. By their participation in the Competition the Competitors agree that if they win, the Promoter has the right to use their photographs together with the prize in the media (including the internet), in promotional and advertising materials in connection with the Competition, and in connection with the promotion of products and services for three years from the end of the Competition. The winners shall send their photographs to the Promoter at the address of its registered office.
- d. In respect of Personal Data processing, Competitors have, in particular, the right to the provision of information and access to their personal data, the right to the rectification of personal data and the right to erasure of their personal data, the right to the restriction of processing, and other rights under the aforementioned legislation.

VI. Final provisions

- a. By participating in the Competition every Competitor agrees with its Rules and agrees to follow the Rules without reservation.
- b. Competitors do not have a legal entitlement to prizes in the Competition. Prizes in the Competition and participation in the Competition are not legally claimable.
- c. Competitors agree to refrain from violating Czech law and the Promoter's legitimate interests and from acting contra bono mores in connection with the Competition.
- d. Persons who fail to meet the conditions for participation in the Competition or act at variance with the Rules of the Competition or contra bono mores will not be included in or will be excluded from the Competition. Even if any such person meets some conditions for obtaining a prize, for example, as the result of untrue information that he or she has provided, such person shall not become a winner and has no right to a prize. Any violation or circumvention of and any attempt at abusing these Rules of the Competition constitute grounds for an immediate exclusion of such Competitor from the Competition. In such cases the prize is forfeited to the Promoter of the Competition.
- e. The Promoter reserves the right to decide with finality about all matters concerning the Competition, including the interruption, deferral, or call-off thereof and amendments to its Rules. The Promoter has the right to change the Rules of the Competition at any time during or after the Competition, including the methods for determining the winners and the types of prizes and, in exceptional cases, to cancel the Competition. In the event of changes in the Rules of the Competition the Competitors will be notified thereof at www.edenred.cz and on the Edenred Facebook profile.
- f. The Promoter's right to interfere with the running of the Competition also includes the Promoter's right not to award a prize to a Competitor in the Competition should the Promoter suspect that the Competitor has breached or circumvented or has attempted to breach or circumvent



the Rules of the Competition. In such cases the Promoter has the right to exclude the Competitor from the Competition without entitlement to any compensation. The final decision on contentious issues shall be at the Promoter's discretion at all times.

Prague, 8 July 2019