



LEGAL AND PARTICIPATION TERMS AND CONDITIONS

This document presents the Legal and Participation Terms and Conditions (the 'Terms and Conditions') of the internal rebranding contest (the 'Contest') of FCC Servicios Medio Ambiente Holding S.A., hereinafter 'FCC SMAH' or the Company, aimed at all employees of its four business platforms (Atlantic, UK, CEE and Americas).

Participation in the Contest implies unconditional acceptance of the provisions of these Legal and Participation Terms and Conditions.

1. ORGANISING COMPANY AND OBJECTIVE OF THE CONTEST

The FCC Servicios Medio Ambiente Holding group, with registered office at C/Federico Salmón 13, 28016 Madrid and tax identification number A85484905, is organising an internal contest to name its global brand, which can be easily recognised and with which all its stakeholders, and especially the people of the company, can identify with, regardless of their geographical location, whether they have a corporate email address or not.

Please note that brands currently used in the regional business platforms (Atlantic, UK, CEE and Americas) cannot be proposed, will not be affected and will remain as they are now: FCC Medio Ambiente, FCC Environment, FCC Environmental Services, FCC Environnement...

The submitted proposal shall consist of:

- **a single word**, preceded by the term 'FCC' in order to leverage the power of the FCC Group brand;
- this word should ideally be understandable in several languages, at least and necessarily in **English** and **Spanish**;
- this word must refer or relate to the environmental services activities of FCC SMAH (e.g. 'FCC Circular', term that is excluded from possible proposals).

2. START AND END DATES

The receipt of proposals for the Contest will start on 10th of February and will end on 14th of March 2025.

The Company reserves the right to cancel the Contest and its progress if adequate participation is not registered. Similarly, the Company may extend the deadline for receipt of proposals if it deems it appropriate.

The Contest may be declared void at the discretion of the jury.



3. PARTICIPATION REQUIREMENTS AND MECHANICS OF THE COMPETITION

The requirements for participation are as follows:

- Anyone employed by FCC Servicios Medio Ambiente Holding or any of its subsidiaries may participate, regardless of geographical location, position held or whether they have a corporate email address or not.
- Only one brand proposal per employee may be submitted.

Participants shall send an email to rebrandingSMAH@fcc.es with the subject: 'Employee ID First Name Last Name - REBRANDING PROPOSAL', (indicating their name and surname), attaching the Proposal Submission Form duly completed and saved under the name 'Employee ID First Name Last Name - Rebranding Proposal'. The Proposal Submission Form will be received through the Contest launch email or downloaded through the website <https://www.fcc-group.eu/rebranding-smah>, which can be accessed through the Contest launch email or by reading the QR code on the posters located in workplaces.

4. CONDITIONS OF THE CONTEST AND PRIZE

From among the proposals received, a pre-selection of the 10 best will be made by the FCC SMAH Communication department and submitted to the scrutiny of a jury made up of the CEO (or the person appointed on his behalf), the Human Resources director and the Communication director, as well as a executive from each business platform of the Company (7 people in total).

The selected proposal will win a trip for two people, with paid expenses, to Las Vegas (Nevada, USA) to visit the Waste Expo exhibition. The Company reserves the right, if necessary, to substitute the prize for another of similar characteristics.

If several participants submit the same word as a proposal and it is finally chosen, a draw will be held among these participants to choose the winning proposal. The company will issue a diploma thanking and acknowledging the participation of the people who have also submitted the chosen word but didn't finally win the trip. FCC SMAH reserves the right to declare the Contest void if no suitable material or material of sufficient quality has been received by the deadline, or to extend the deadline for receipt of entries.

The selection process, as well as the awarding of the prize, is subject to the tax regulations in force.

5. RESTRICTIONS

If it becomes evident that any of the Participants do not meet the requirements set out in the Terms and Conditions, or the data provided for participation are not valid, their participation will be considered void and they will be automatically excluded from the Contest, losing all rights to the prize awarded under this Contest.

The prize awarded will not be transferable or subject to change, alteration or compensation at the Participant's request, and cannot be exchanged for any other product or money.

The Company reserves the right to make any changes, suspend or extend this Contest in the event of just cause, subject to prior notice in lawful form.



Proposals whose content is considered inappropriate, offensive, abusive, insulting or discriminatory or which could infringe the rights of third parties will not be allowed. Proposals that violate the principles of the right to honour, to personal and family privacy and to one's own image will not be allowed, as well as those which, at the time of the jury's decision, are subject to any type of intellectual or industrial property rights or patent and/or trademark registration in any of the countries where the subsidiary companies of FCC Servicios Medio Ambiente Holding currently provide their services.

Proposals of names already used by any of the companies of any FCC SMAH business platform (e.g. 'FCC Environment' or 'FCC Environmental Services') are not allowed.

Any attempt to hinder the smooth running of the Contest, whether by human intervention or by means of an automated system, will result in the immediate disqualification of the Participant and the annulment of the application.

6. DISCLAIMER OF LIABILITY

By way of example, but not limitation, the Company accepts no liability in cases of force majeure or unforeseen circumstances that may prevent the promotion from being carried out or the total or partial enjoyment of the prize.

In the event that this Contest cannot be carried out, either due to fraud within the Contest, technical errors, or any other reason that is not under the control of the Company and that affects the normal development of the Contest, the Company reserves the right to cancel, modify or suspend it.

7. INTELLECTUAL PROPERTY AND COPYRIGHT

The chosen entry will become the property of FCC SMAH. The Company reserves the right to use the name and brand at its discretion.

By submitting the proposal, the Participant agrees to the assignment of the intellectual property of the name and brand and any other rights related to it, if the proposal is selected.

The Company will then have the full and exclusive right to reproduce, use and disseminate the proposal in any activity, in any media, without any limitation in time or territory, without such activities conferring any right of remuneration or benefit to the Participant, with the exception of the delivery of the prize won in accordance with these Terms and Conditions.

8. PERSONAL DATA PROTECTION

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data (hereinafter, GDPR), we hereby inform you that the Data Controller is FCC Servicios Medio Ambiente Holding, S.A., with registered office at C/Federico Salmón 13, (Madrid) and tax identification number A- 85484905.

We also inform you that FCC SMAH has formally appointed a Data Protection Delegate who can be contacted by sending an email to: protecciondedatosma@fcc.es.



We will process your data for the following purposes:

- To manage the participation in the Contest.
- Contacting the winner to award the prize.

Participants guarantee that the personal data provided are truthful and are responsible for notifying the Company of any changes thereto, and the Company reserves the right to exclude from the Contest those Participants who have provided false and/or inaccurate data.

Data provided voluntarily by participants will not be used subsequently for purposes other than those for which they were collected.

Legitimation for processing is consent, the performance of a contract and the fulfilment of legal obligations.

Likewise, the winning participant acknowledges and declares that he/she has obtained the express and unequivocal consent of the person concerned, designated as a companion for the trip, for the purpose of communicating them to FCC SMAH for the sole purpose of managing the prize.

Unless required by law and/or with your express consent, we will not disclose your data to third parties and no international data transfers are planned.

At any time you have the right to (i) access your personal data, request (ii) rectification of inaccurate data or, where appropriate, its deletion, (iii) limitation, (iv) opposition (v) portability, as well as to withdraw the consent given, and/or request additional information about the processing of your data by sending an email to: protecciondedatosma@fcc.es, indicating the reason for your request.

You also have the right to lodge a complaint with the supervisory authority, in particular the supervisory authority of the Member State where you have your habitual residence, your place of work, if you consider that the processing of your personal data is not in accordance with the law and/or your claims have not been met.

9. MODIFICATIONS

The Company reserves the right to modify or extend these Terms and Conditions to the extent that it does not prejudice or undermine the rights of the participants of the Contest.

10. APPLICABLE LEGISLATION AND JURISDICTION

These Legal Terms and Conditions are governed in accordance with current legislation. The Courts and Tribunals of the city of Madrid are competent to resolve any claim or dispute that may arise in relation to the validity, interpretation or fulfilment of these Terms and Conditions.

