

# Statutes of the contest on the HB Reavis Facebook page

The purpose of these Statutes is to lay down the rules of the contest on the HB Reavis Default

Facebook page ([facebook.com/hbreavis](https://facebook.com/hbreavis)), HB Reavis LinkedIn page ([www.linkedin.com/company/hb-reavis](https://www.linkedin.com/company/hb-reavis)) and HB Reavis Instagram page ([www.instagram.com/hbreavis](https://www.instagram.com/hbreavis)) as described in more detail below (hereinafter referred to as the "Contest"). These Statutes, including the information provided in a Contest post pursuant to Article II (2) hereof, constitute the only document that sets forth the mandatory rules of the Contest so that the conditions of the Contest are defined precisely and comprehensibly.

## I. Contest Announcer

- 1) The announcer and organiser of the Contest is HB Reavis Group s.r.o., having its registered office at Mlynske nivy 16, 821 09 Bratislava, the Slovak Republic, Company Reg. No.: 50 588 427, incorporated in the Companies Register kept by the Bratislava I District Court, Section Sa, Insert No. 115257/B (hereinafter referred to as the "Contest Announcer" or "HB Reavis Group").
- 2) The Contest is not sponsored, authorised, administered by or associated with Facebook, LinkedIn and Instagram in any manner.
- 3) By taking part in the Contest, the contestant confirms that he/she is aware that Facebook, LinkedIn and Instagram has no obligations towards him/her in connection with the Contest.

## II. Purpose of the Contest

- 1) The purpose of the Contest is to promote and publicise the profile and services of the Contest Announcer on the social network Facebook, LinkedIn and Instagram.
- 2) The Contest is announced and published in the text of each of the seven published Contest posts/statuses ("Contest Post") on the Facebook, LinkedIn and Instagram page of the Contest Announcer "HB Reavis", namely in the following posts:

Facebook:

1. [www.facebook.com/233908576978197/posts/892104857825229/](https://www.facebook.com/233908576978197/posts/892104857825229/)
2. [www.facebook.com/233908576978197/posts/892110927824622/](https://www.facebook.com/233908576978197/posts/892110927824622/)
3. [www.facebook.com/233908576978197/posts/892112207824494/](https://www.facebook.com/233908576978197/posts/892112207824494/)
4. [www.facebook.com/233908576978197/posts/892112927824422/](https://www.facebook.com/233908576978197/posts/892112927824422/)
5. [www.facebook.com/233908576978197/posts/892113537824361/](https://www.facebook.com/233908576978197/posts/892113537824361/)
6. [www.facebook.com/233908576978197/posts/892114367824278/](https://www.facebook.com/233908576978197/posts/892114367824278/)
7. [www.facebook.com/233908576978197/posts/892114717824243/](https://www.facebook.com/233908576978197/posts/892114717824243/)

LinkedIn and Instagram (video names):

1. Snake Plant
2. Ficus Elastica
3. Peace Lily
4. Chinese Evergreen
5. Golden Pothos
6. Fiddle Leaf Fig Tree
7. Kimberly Queen Fern

(all Contest Posts hereinafter jointly referred to as the "Contest").

### **III. Duration of the Contest**

- 1) The duration of the Contest is from 24.7.2019 until 11.9.2019
- 2) The Contest is divided into seven parts, i.e. seven Contest Posts will be published consecutively on the Facebook, LinkedIn and Instagram page of the Contest Announcer "HB Reavis" during the mentioned period, with the duration of each of them always being published in the respective Contest Post.
- 3) Within each of the Contest Posts a prize can be won pursuant to Article VI.

### **IV. Persons Authorised to Participate in the Contest**

1) The Contest takes place in the Member States of the European Union. 2) Any person with a profile on Facebook, LinkedIn and Instagram who has attained the age of 18 and meets the conditions for participation in the Contest under Article V of these Statutes (hereinafter referred to as a "Contestant") can participate in the Contest. Employees of the Contest Announcer and its related parties, as well as their close persons as defined in Section 116 of Act No. 40/1964 Coll., the Civil Code, as amended, are not allowed to take part in the Contest.

### **V. Contest Procedure**

- 1) A Contestant can take part in the Contest by posting the photo in the comments on Facebook and LinkedIn under the Contest Post during the Contest in reply to the particular Contest Post, namely by inserting the photo to the challenge stated in the text of the Contest Post or by sending the photo via Instagram message referring to the particular Contest Post.
- 2) Each Contestant may take part in the Contest concerning a particular Contest Post only once, i.e. by posting a photo in one comment or sending via Instagram message on one Contest Post only, i.e. each Contestant is allowed to post a maximum of seven photos within the Contest, each such photo being assigned to a different Contest Post. It is not possible to take part in the Contest by inserting a comment on a Contest Post the validity of which has already expired.
- 3) If a Contestant posts a photo in several comments or Instagram messages on one Contest Post, he/she will be excluded from the Contest.
- 4) Each Contestant that meets the conditions of the Contest during the Contest as set forth herein will be included in a prize draw.
- 5) The Contestant is only entitled to one prize within a particular Contest Post, i.e. to a maximum of seven prizes within the entire Contest.
- 6) The total number of winners drawn by the Contest Announcer for a particular Contest Post is one winner.
- 7) The method of choosing the winner from among the Contestants within a particular Contest Post: one winner within a particular Contest Post will be drawn from all Contestants from all social networks including Facebook, LinkedIn and Instagram within the particular Contest Post who have met the conditions of the Contest, under the supervision of two employees of the Contest Announcer at its head office; the drawing of the winner within the particular Contest Post will always take place on the fifth working day subsequent to the date of publication of the Contest Post (e.g. the publication date is 24.7.2019 and the draw date is 30.7.2019). The prize draw procedure will be written down in a written protocol.

## **VI Prize and Handover**

1)The prizes within particular Contest Posts are the following:

- 1st Contest Post: 1x Snake Plant
- 2nd Contest Post: 1x Ficus Elastica
- 3rd Contest Post: 1x Peace Lily
- 4th Contest Post: 1x Chinese Evergreen
- 5th Contest Post: 1x Golden Pothos
- 6th Contest Post: 1x Fiddle Leaf Fig Tree
- 7th Contest Post: 1x Kimberly Queen Fern

2) Contest winners will be notified of having won a prize not later than one working day after the draw date by the Contest Announcer inserting a comment under the Contest Post, or inserting a separate status containing such notification, and will also be requested to contact the Contest Announcer on the "HB Reavis" Facebook page through a private Facebook, LinkedIn or Instagram message. If the Contest winner does not collect the prize within 48 hours after being notified of having won the prize according to the previous sentence or rejects the prize, the Contest Announcer may draw a substitute winner within the particular Contest Post during the following two working days; such substitute winner being notified of having won the prize and the prize being handed over to him/her as described above.

3) The Contest Announcer will notify the exact manner of handing over the prize to the winners via a private Facebook, LinkedIn or Instagram message.

4) The Contest Announcer will send the prize to the winner within the particular Contest Post not later than 30 days after the winner provides his/her complete contact data to the Contest Announcer according to point 2 of this article.

5) If the winner within the particular Contest Post does not take delivery of a consignment containing the prize even within an additional collection period determined by the post office, such winner shall forfeit the right to receive the prize, and the prize will be forfeited in favour of the Contest Announcer without the winner being entitled to any compensation from the Contest Announcer.

6) A Contestant does not have any legal claim for a prize and it cannot be enforced by legal means. The results of the Contest are final; in the event of any dispute concerning the Contest, the Contest Announcer's notification of the Contest results will be final and binding. The Contestants acknowledge that they may not demand a prize of greater value or larger quantity than point 1 of this article stipulates. The Contestants also acknowledge that it is not allowed to exchange the prize for cash or to require a prize other than the prize determined by the Contest Announcer herein.

## **VII Special Provisions**

1) If it is proved that the winner within the particular Contest Post is an employee of the Contest Announcer or an employee of its related party or their close person, then such person shall not become entitled to the prize, the prize will not be handed over and will be forfeited in favour of the Contest Announcer.

2) In the case of a reasonable suspicion of any fraud, abuse or error regarding the proper organisation of the Contest, the Contest Announcer reserves the right to terminate or suspend

the Contest, change the conditions of the Contest, declare null and void the prize notification published on the HB Reavis Default Facebook page or sent to the winner, or exclude those Contestants from the Contest who are taking part in the Contest in violation of good morals without notice and any compensation.

3) The Contest Announcer is not liable for the winner having stated in his/her contact data an incorrect address where to send the prize. Neither is the Contest Announcer liable for any other reasons due to which the winner has not received the prize, except for reasons on the part of the Contest Announcer.

4) Prizes exceeding the value stipulated by the applicable law are subject to income tax under Act No. 595/2003 Coll. on Income Tax, as amended, or under another similar law valid and effective in the country of which the winner is a national, and the Contest Announcer is not liable for the Contest winner meeting his/her tax liability.

5) The Contest Announcer shall not reimburse the Contestants for any costs they incur in connection with their participation in the Contest. The Contest Announcer is not liable for any errors, damage or losses associated with delivering the prize to the winner. The winner may not transfer the prize to another person, except with the consent of the Contest Announcer. The Contest Announcer is not liable for any damage incurred due to incorrect data provided by the Contestant, or in connection with the latter's failing to claim or collect the prize or giving up or rejecting the prize. The Contest Announcer is not liable for any prize defects or any damage incurred in connection with the use of the prizes.

6) By taking part in the Contest, each Contestant accepts the Contest rules set out herein, and agrees that the Contest Announcer may publish the names and surnames of the winners posted on Facebook in the media without the Contestant's claim for any remuneration.

7) The Contest Announcer reserves the right to change the Contest conditions or rules or terminate the Contest early at any time without prior notice, with such changes to the Contest conditions or rules or early termination of the Contest having to be immediately published on the HB Reavis Default Facebook page ([facebook.com/hbreavis](https://facebook.com/hbreavis)).

#### **VIII. Personal Data Protection**

1) By inserting a comment under the particular Contest Post, the Contestant agrees that the Contest Announcer may, in accordance with Act No. 122/2013 Coll. on the Protection of Personal Data, as amended ("the Act"), process his/her personal data, which includes his/her name and surname published on Facebook, for the purpose of organising and evaluating the Contest. The Contestant acknowledges that in the absence of his/her consent to the processing of personal data to the extent indicated above, the Contest Announcer cannot include the Contestant in the Contest and, thus, his/her comment will not be considered. By participating in the Contest, the Contestant also declares that he/she is aware of all necessary information within the scope of the provision of Section 15(1) of the Act, and that the provided data is correct and up-to-date.

2) The Contestant has the rights pursuant to Sections 28 and 29 of the Act, in particular the right to information on the state of processing of his/her personal data that are to be processed, the right to rectification of inaccurate, incomplete or outdated personal data in the course of their processing, the right to destruction of personal data, provided the purpose of its processing was fulfilled, the right to object, upon a free written application, and to the use of his/her personal data for marketing purposes.

3) The Contestant acknowledges and agrees that the Contest Announcer may collect, process and use personal data by means of automated, partially automated or non-automated means of processing in accordance with the laws of the Slovak Republic.

#### **IX. Final Provisions**

- 1) These Statutes are published on the website of **HB REAVIS [reav.is/plantscontestEN](https://reav.is/plantscontestEN)**, with a link to these Statutes also being posted on the Facebook, LinkedIn and Instagram page of the Contestant Announcer and are deposited with the Contest Announcer.
- 2) In the event of any discrepancy between the provisions hereof and any promotional, advertising or other material relating to the Contest, the provisions hereof shall prevail.
- 3) Any person who demonstrates legal interest is entitled to consult these Statutes in the head office of the Contest Announcer.
- 4) These Statutes, including all related matters, are governed by the laws of the Slovak Republic.
- 5) Any disputes that may arise in connection with these Statutes will be the subject of negotiations aimed at resolving them by conciliatory settlement.
- 6) All disputes, actions or proceedings arising from and/or in connection with these Statutes that are not settled in a conciliatory manner shall be subject to the exclusive jurisdiction of the Slovak courts and resolved under Slovak law, with the language of the proceedings being Slovak.

Bratislava, dated 16.07.2019