

**CONTEST RULES**  
**“PROMPT CHALLENGE” CONTEST AT THE 2023 MADRID SOUTH SUMMIT**

**I. ORGANIZER.**

FERROVIAL CORPORACIÓN, S.A.U., which has registered offices in calle Príncipe de Vergara 135, 28002, Madrid, and tax identification number A-85959484, and is registered in the Madrid Mercantile Registry, volume 29,216, sheet 16, section 8, page M-501026 (hereinafter, **FERROVIAL** or the "**Organizer**"), is organizing a free competition entitled “PROMPT CHALLENGE” (hereinafter, the "**Contest**") at the FERROVIAL’s stand located at the South Summit to be held in Madrid from 7 to 9 June 2023 (the “**2023 Madrid South Summit**”), in which any natural person meeting the conditions set out in these rules may participate (the “**Contest Rules**”). These rules will be published on the FERROVIAL’s website ([www.ferrovial.com](http://www.ferrovial.com)) from 7 June 2023 at 10:00 hours (CET).

**II. TERMS AND CONDITIONS.**

Any attendee to the 2023 Madrid South Summit, aged 18 years and over, may participate in the Contest.

Participation in the Contest implies that the contestant has previously accepted the Contest Rules, the 2023 Madrid South Summit terms and conditions ([General Terms & Conditions - South Summit](#)) as well as any other terms and conditions that may be applicable as an attendee to the 2023 Madrid South Summit.

**III. SPECIFIC CONTEST RULES.**

- III.1 The theme of the Contest is “Use of generative AI at Ferrovial”.
- III.2 Participants must be persons attending the 2023 Madrid South Summit, aged 18 years and over, and residing in Spain or abroad.
- III.3 Persons attending the 2023 Madrid South Summit may post written or oral questions relating to Ferrovial in a computer located at the FERROVIAL stand at the 2023 Madrid South Summit to interact with the Avatar of the Generative AI tool of Ferrovial. Only questions relating to Ferrovial will be considered for the competition. To take part in the competition, participants must previously include their name, surname and email address.
- III.4 Each attendee must participate in the Contest in its own name and behalf and will be entitled to participate more than once.
- III.5 The questions thereon must not contravene current legislation, nor be contrary to morality or public order, defamatory, aggressive, obscene, offensive, violent or violence-inciting, racist or xenophobic, nor, in general, be illegal or violate a person's rights and/or physical and/or moral integrity. Any participant including a question not meeting the foregoing will be automatically excluded from the Contest at the Organizer’s discretion.

- III.6 Participants will be wholly and exclusively liable for the content of their questions holding FERROVIAL and any other company of its group harmless from any legal responsibility thereof (including, but not limited to, infringement of data protection rights, intellectual/industrial property rights or any other rights).
- III.7 Participation will be open 7 and 8 June 2023 from 10:00 hours to 17:00 hours (CET) and 9 June 2023 from 10:00 hours to 13:00 hours (CET). Questions posted outside such timeframe will not be accepted.
- III.8 A jury comprising four (4) members of the Information and Innovation team at Ferrovial (the “**Jury**”) will then select one (1) single winning question as being, in their view, the best representation of the theme set out in Section III.1 above. The Jury will select the winning question wholly and exclusively at its own discretion. Any questions posted by members of the Information and Innovation team at Ferrovial and their immediate relatives will not be eligible for the prize.
- III.9 No later than 23 June 2023, FERROVIAL will announce the name of the winner on its social networks. On the same date on which FERROVIAL announces the name of the winner on its social networks, the Organizer will contact the winner via the email address provided by the winner to participate in the Contest where the winner will be asked to submit the following details within ten calendar days of receipt of this email: name, surname, ID or passport of his/her nationality, telephone number and a postal address to send the prize to. If it is not possible to contact the winner, the winner does not provide all the requested details or does not respond in time, the Organizer may select another winner. For clarification purposes, FERROVIAL shall have no obligation to the winners if they do not respond within the above-mentioned timeframe.
- III.10 The prize will be an iPad Pro valued at euros 1,000 and will be delivered within a maximum period of ninety (90) calendar days from the day following receipt by the Organizer of the email referred to in section III.9 above. In the event that the product is not available within that period, the winner will receive a gift card for the same value. The prize will be personal and non-transferable and cannot be exchanged for cash and will be subject, if applicable, to the corresponding tax withholdings.

#### **IV. PERSONAL DATA PROTECTION POLICY.**

- IV.1 Pursuant to Spanish Organic Law 3/2018 of 5 December on Data Protection and other applicable regulations, FERROVIAL shall process the personal data provided by the participants in its capacity as Data Controller, for the pursuance of the following purposes: (i) to properly manage the Contest; (ii) to determine the winner; (iii) to arrange the delivery of the prize to the winners; (iv) to disclose and communicate the name of the winner of the Contest and, if consent is obtained, his/her image, through the corporate communication channels (internal or external) of FERROVIAL (including, but not limited to, FERROVIAL's website [www.ferrovial.com](http://www.ferrovial.com)) and; (v) comply with the legal obligations corresponding to the Organizer.

For the fulfilment of these purposes, we would collect and process the participants' identification and contact data, the content of their prompts and, in the case of the winner, with prior consent, his/her image. In addition, when the participants decides to interact verbally with the Avatar of Ferrovial's

Generative Artificial Intelligence tool, we will only process their voice in order to convert the information into a written format readable by the tool, without recording participants' voice during the interaction with the AI tool.

The legitimate basis for the processing of data by FERROVIAL is, for the purposes (i), (ii) and (iii) above, the performance of the terms and conditions of the Contest. With regard to the purpose (iv) above, the processing of the name of the winner is based on the correct performance of the terms and conditions of the Contest, whereas the processing of the winner's image is based on the prior consent of the winner. Finally, with regard to the purpose (v), the lawful basis is the compliance with FERROVIAL's legal obligations.

- IV.2 FERROVIAL has assigned a Data Protection Officer who will be available to answer any questions the participants may have regarding the processing of their personal data by e-mailing [dpd@ferrovial.com](mailto:dpd@ferrovial.com).
- IV.3 The personal data of the participants will be conserved during the development of said relationship and the necessary years to comply with the legal obligations. Once the periods of limitation legally established have passed, the data will be deleted. You can obtain more information about the retention periods by writing to our Data Protection Officer at [dpd@ferrovial.com](mailto:dpd@ferrovial.com).
- IV.4 The personal data processed by FERROVIAL may be communicated to any Public Body and Administrations in case of legal obligation. The international transfer of the participants' personal data is not foreseen. However, in the event of any international transfer, it will be carried out in compliance with the requirements set forth in the applicable regulations.
- IV.5 The participant in the Contest hereby declares that the personal information details provided to FERROVIAL are truthful, accurate and complete, and that they are up to date. The participant shall be responsible for any damage that may arise due to the lack of compliance with this obligation.
- IV.6 Those Data subjects have the right to access their data, rectify, delete or port, limit or oppose their processing in certain cases, as well as revoke the consents provided, where appropriate, by sending a communication to the address indicated in the heading, with the reference "Data Protection", including the name, surnames, an address for notifications and the right to exercise. They can also claim before the Spanish Agency for Data Protection, especially when they have not obtained satisfaction in the exercise of their rights. Additionally, and in relation to Ferrovial Group companies in Spain, or Group companies using personal details in Spain, participants may contact Ferrovial Data Protection Officer by email at [dpd@ferrovial.com](mailto:dpd@ferrovial.com) or by post at Calle Príncipe de Vergara 135, 28002 – Madrid.

## **V. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**

Participants authorize the reproduction and/or publication of their name and surnames and questions posted in the Contest, in whole or in part, by any means or medium, both internally and externally, for communication, marketing, promotion and/or advertising purposes, and their reproduction in, including, but not limited to, meetings, fora, conferences, websites, social media, publications, and in any other means of exploitation known at present or which may be developed in the future; such reproduction and/or publication will not generate any rights in favour of the participants to receive any kind of compensation or any other kind of right.

## **VI. ACCEPTANCE OF THE RULES OF THE CONTEST AND LIABILITY.**

- VI.1 Merely participating in the Contest implies full acceptance of the Contest Rules and express agreement with any interpretation thereof made by FERROVIAL.
- VI.2 FERROVIAL reserves the right to modify these rules, partially or completely, at any time, except for the sections concerning data protection and industrial and intellectual property rights. Similarly, FERROVIAL reserves the right to cancel the Contest or the prize (i) in the event of irregularities being detected, or (ii) there is no participation, or (iii) at the Organizer's discretion. Any amendments to these Contest Rules will be announced on the FERROVIAL's website.
- VI.3 FERROVIAL reserves the right to disqualify any participant that it considers either to be in breach of any condition of entry contained in these rules, or to be fraudulently or improperly participating in the Contest. Any participant who is disqualified for any reason will forfeit all rights associated with participation.
- VI.4 FERROVIAL is not liable for failure to identify the participants or winners as a result of an error in the data which they submitted.

## **VII. APPLICABLE LAW AND JURISDICTION**

These rules are subject to Spanish common law (*Derecho común español*). Any claims relating to the Contest should be sent in writing to FERROVIAL, Digital Communication Department, calle Príncipe de Vergara 135, 28002 Madrid or by e-mail to [digital@ferrovial.com](mailto:digital@ferrovial.com). In the event of dispute in the application or interpretation of these rules, all parties expressly waive any other jurisdiction to which they might otherwise be entitled to and agree to submit to the courts of the city of Madrid.

*These Contest Rules have been drafted in English and Spanish versions. In case of any discrepancy between them, the Spanish version will prevail.*