

GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN THE CONTEST OF LEICA GEOSYSTEMS AG

Article 1. Participants

- (1) The LEICA GEOSYSTEMS AG contest (hereinafter referred to as the "Contest") is a global competition, where everyone is entitled to take part subject these General Terms and Conditions of Participation (hereinafter referred to as "GTC").
- (2) Participants are able to take part in the Contest from 26th June 2018, the closing date for registration is 6th January 2019.
- (3) Participants shall be at least 18 years old. Consumers, which intends to participate in the Contest for private purpose are not allowed to participate in the Contest.
- (4) Employees of LEICA Geosystems AG cooperation partners involved in the Contest, together with their relatives, are not permitted to take part in the Contest.
- (5) Employees of any companies that are developing, producing or distributing of measurement hardware or software products considered direct competitors of LEICA GEOSYSTEMS AG are not permitted to participate in the Contest.
- (6) To take part in the Contest, the participant shall fill in the registration form on <https://leica-geosystems.com/es-es/products/construction-tps-and-gnss/better-in-between>. The registration is completed by pressing the "Submit" button. Only one registration per person is permitted and will be considered. In order to take part in the Contest, participants must ensure that all personal details and data provided during the registration are correct. Participants must also answer the question: "tell us of a problem or a situation during your construction process where iCR80/iCR70 would have definitely been helpful". Upon receipt of the registration, LEICA GEOSYSTEMS AG will check if the participant complies with the closing date for entries.
- (7) If the participant does not comply with GTC, LEICA GEOSYSTEMS AG reserves the right to exclude the persons concerned from the Contest.
- (8) Anyone who makes use of unauthorized aids, or who dishonestly obtains an advantage in any other way, will also be excluded from the Contest. In such cases, any prizes may be disallowed and claimed back.

Article 2. Running of the Contest

- (1) To take part in the Contest the Participants only need to enter their personal details and data required into the form. By entering all personal details and data, the Participants get a chance to win one out of 25 exclusive Leica Geosystems watches or Swiss army knives.
- (2) LEICA GEOSYSTEMS will be responsible for running the Contest and for selecting the prizes. The prize will be a Leica Geosystems branded swiss chronograph with rubberstrap or a Leica Geosystems branded swiss army knife. The criteria for who gets the watch or knife will be selected by Leica Geosystems based on the week the form was submitted (hereinafter referred to as the "Prize").
- (3) Each Participant can only win once in this contest. It will not be possible to pay the Prize in cash. Rights to winnings may not be transferred to other persons.
- (4) The winner will be selected from the registrations received by the competition panel of LEICA GEOSYSTEMS AG employees/determined by the drawing of lots by a LEICA GEOSYSTEMS AG employee. The decision of LEICA GEOSYSTEMS AG in this respect will be binding and will not be subject to appeal. LEICA GEOSYSTEMS AG reserve the right to determine a new winner if the first winner breaches these GTC.

Leica Geosystems AG
Heinrich-Wild-Strasse
CH-9435 Heerbrugg
Switzerland
Phone +41 71 727 31 31
www.leica-geosystems.com

- (5) The winner will be notified in writing by LEICA GEOSYSTEMS AG – either by letter or email – during the time 26th June 2018 – 6th January 2019 upon the selection of the weekly winners on a monthly basis (4 winners per month). The announcement of the winner will be without any warranty or liability of LEICA GEOSYSTEMS AG.
- (6) LEICA GEOSYSTEMS AG is entitled to determine the exact terms and conditions of the delivery of the Prize. The distribution of the Prize is subject to the compliance with all applicable law and regulations, especially export control law and anti-corruption law. In the event that the distribution of the Prize do not comply with applicable law, LEICA GEOSYSTEMS AG reserves the right to repeat the selection of the winner.
- (7) The winner will be expressly responsible for meeting any tax liabilities.

Article 3. Termination of the Contest

LEICA GEOSYSTEMS AG reserves the right to cancel or terminate the Contest at any time without giving advance notice of its intention to do so. LEICA GEOSYSTEMS AG will in particular make use of this option, if it is not possible to guarantee that the Contest or the delivery of the Prize can be run properly, either for technical reasons (such as, for instance, because of viruses in the computer system, tampering, or faults in the hardware / software), or on legal grounds. If the Contest has to be terminated because of the conduct of a participant, LEICA GEOSYSTEMS AG will be able to demand compensation from the person concerned for any damage that may have been caused.

Article 4. Data protection

- (1) By filling in the registration form, by participating in the Contest and by accepting these GTC the Participant agrees that LEICA GEOSYSTEMS AG may store and use the provided data for the purpose of participating in the Contest, realizing the Prize and announcing the winner for the period of the execution of the Contest. The participant may at any time revoke its consent and thus withdraw from the Contest.
- (2) LEICA GEOSYSTEMS AG undertakes to comply with applicable data protection and telemedia law with regard to the registered personal data. Those personal data will be treated confidential. The Privacy Policy of LEICA GEOSYSTEMS AG shall apply <http://leica-geosystems.com/global/privacy-policy>.
- (3) By clicking "Submit" on the registration form the participant expressly agrees to the electronic storage and use of the registered data and its by LEICA GEOSYSTEMS AG Group for dispatching electronic product information and advertising via the registered e-mail address concerning the product/service XY. The registered data will be stored only as long as necessary to serve this purpose. Participant has the right to withdraw its consent any time by sending an e-mail to survey@leica-geosystems.com or by using the following website: www.leica-geosystems.com
- (4) By accepting these GTC the Participant agrees that Hexagon Group will use, modify and publish the answers, data and information given to participate in the Contest, for future marketing purposes also in a different context than this Contest. The acceptance includes a slight modification of the original answer without significant changes of its meaning.

Article 6. Warranty and Liability

- (1) LEICA GEOSYSTEMS AG warrants to the winner of the Prize if it is a LEICA GEOSYSTEMS AG product, that the product will be free from defects in material and workmanship for a period of one (1) year upon delivery to the Winner. Any other warranty, representations or rights are expressly excluded. OR: LEICA GEOSYSTEMS AG does not grant to the Winner any warranty or liability rights independent of the legal ground with regard to the Prize, since the Prize is a product manufactured from a third party manufacturer. The Winner is requested to contact this third party manufacturer if any defects or damages from or in connection with the prize occur.
- (2) LEICA GEOSYSTEMS AG shall not be liable for any loss or damage that may be caused by faults, delays, or interruptions in the transmission, or in the event of faults in the technical systems and the service, incorrect contents, loss or deletion of data, viruses, third parties or in any other way during participation in Contests, unless such damage is caused by LEICA GEOSYSTEMS AG intent or gross negligence.
- (3) There shall be no liability for persons that are excluded from the Contest in accordance to Article 1.

Article 7. Miscellaneous

- (1) All disputes arising in connection with the Contest or these GTC that cannot be settled amicably despite the Parties' endeavours, the ordinary court of law in Zurich shall be competent. LEICA GEOSYSTEMS AG reserves the right to take legal action before any other court.

- (2) These GTC and the entire legal relationship between the participant and LEICA GEOSYSTEMS AG shall be subject exclusively to the law of Switzerland.
- (3) Should any individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.
- (4) These GTC may be changed at any time by LEICA GEOSYSTEMS AG without the need for separate notification.

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