

## Terms & Conditions

### **November 2023 UK Trade Promotions – Game of Chance – Your Plus Load could win you an Apple iPhone! (“Plus Load Promotion”) / Your Order or Quote Request via the Hub Portal could win you an Apple iPad! (“Hub Portal Promotion”)**

## Key Terms

Information on how to enter the separate Plus Load Promotion and Hub Portal Promotion (each a “Promotion” and collectively the “Promotions”) and corresponding prizes form part of these terms and conditions. By participating, entrants are deemed to have accepted and agreed to be bound by these terms and conditions. Entries must comply with these terms and conditions in all respects in order to be valid.

### **Promotion 1 – Plus Load Promotion**

Promotion Details	
<b>Promoter</b>	The Promoter is Hanson Quarry Products Europe Limited (company number 00300002) trading as Heidelberg Materials (formerly trading as Hanson) of Second Floor, Arena Court, Crown Lane, Maidenhead, Berkshire SL6 8QZ (“ <b>Heidelberg Materials</b> ”).
<b>Eligible Entrants</b>	<p>Entry is open to individuals aged eighteen (18) years or over resident in the United Kingdom who have been granted access to a registered HConnect account on behalf of a Heidelberg Materials’ customer and who have downloaded the Heidelberg Materials OnSite app (“<b>App</b>”) and successfully registered as a user of the App in connection with that account.</p> <p>Before entering the Plus Load Promotion, an entrant shall (where applicable) be responsible for ensuring that they have their employer’s permission to participate in the Plus Load Promotion. An entrant shall ensure that participation in the Plus Load Promotion does not compromise their duties to act in the best interest of their</p>

	<p>employer.</p> <p>Employees and contractors of the Promoter and their immediate families, any prize drawers and any related entities and any agencies or other third parties associated with the Plus Load Promotion are ineligible to enter.</p>
<b>How to Enter</b>	<p>To enter, each eligible entrant must have downloaded the App (either before or during the Promotional Period (as stipulated below)) and must, during the Promotional Period, manage an order for concrete via the App by either, in respect of that order: (i) requesting a Plus Load (i.e. an increase to the order quantity); or (ii) confirming that a Plus Load is not needed (by either closing the order at the original quantity ordered or reducing the quantity of concrete to what has already been batched and is in transit), (each of (i) and (ii) shall individually be a <b>“Plus Load Action”</b>).</p> <p>By completing the above steps, entrants will be automatically entered into the prize draw. Entries are restricted to a maximum of one (1) entry per Plus Load Action in respect of an order.</p>
<b>Limits on Entry</b>	<p>Entries which in the reasonable opinion of the Promoter:</p> <p>(a) are received outside the Promotional Period; or</p> <p>(b) do not otherwise comply with these terms and conditions in any respect,</p> <p>will be invalid and ineligible for any prize.</p>
<b>Promotional Period</b>	<p>The promotion commences at <b>00.01 GMT</b> on <b>01/11/2023</b> and closes at <b>23.59 GMT</b> on <b>30/11/2023</b> (<b>“Promotional Period”</b>).</p>
<b>Draw Date</b>	<p>There will be one (1) prize draw. The prize draw will take place at 12:00 GMT on 1 December 2023. The first valid entry randomly drawn will receive a prize. The winner shall be selected at random from all valid entries via a computer process producing a verifiably random draw.</p>
<b>Prize Details</b>	<p>There is one (1) prize to be won. The prize is a Sim Free Apple iPhone 15 5G 128GB Mobile Phone in the colour black. Total RRP value of the prize is £799 excluding VAT. The prize value is correct as at 25 October 2023 and is in British Pound Sterling (GBP), but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time. Entrants shall be responsible for any tax liability arising out of the award of the prize.</p>

<b>Prize Delivery</b>	The prize will be delivered to the winner within thirty (30) days of being notified of their win. The prize will be delivered in the United Kingdom only. A Heidelberg Materials sales manager will deliver the prize to the winner in person (or if hand delivery is not practicable, the Promoter will arrange delivery via registered post). Delivery costs will be the responsibility of the Promoter.
<b>Notification of Winners</b>	The winner will be notified by Heidelberg Materials' Customer Service Centre by telephone (via a recorded call) or email (using the details provided by the winner) within seven (7) days of the prize draw. If the winner does not respond to the Promoter within thirty (30) days of being notified by the Promoter, then the winner's prize will be forfeited and the Promoter will be entitled to run a second chance draw in accordance with the process described below.
<b>Second Chance Draw</b>	<p>If the prize is forfeited (as contemplated above) or the winner drawn is not an eligible person for the purposes of these terms and conditions, a second chance draw will be held on 8 January 2024 at the same time and place as the first draw in order to distribute the unclaimed prize.</p> <p>The winner will be notified by Heidelberg Materials' Customer Service Centre by telephone (via a recorded call) or email (using the details provided by the winner) within seven (7) days of the second chance draw.</p> <p>If there is no prize winner or the prize winner cannot be located, this information will be published on Heidelberg Materials' website at <a href="https://www.heidelbergmaterials.co.uk/en">https://www.heidelbergmaterials.co.uk/en</a>.</p>

## Promotion 2 – Hub Portal Promotion

Promotion Details	
<b>Promoter</b>	The Promoter is Hanson Quarry Products Europe Limited (company number 003000002) trading as Heidelberg Materials (formerly trading as Hanson) of Second Floor, Arena Court, Crown Lane, Maidenhead, Berkshire SL6 8QZ (" <b>Heidelberg Materials</b> ").
<b>Eligible Entrants</b>	<p>Entry is open to individuals aged eighteen (18) years or over resident in the United Kingdom who have been granted access to a registered HConnect account on behalf of a Heidelberg Materials' customer and who have accessed and registered as a user of Heidelberg Materials' online customer portal known as Hub ("<b>Hub Portal</b>") in connection with that account.</p> <p>Before entering the Hub Portal Promotion, an entrant shall (where applicable) be responsible for ensuring that they have their employer's permission to participate in the Hub Portal Promotion. An entrant shall ensure that participation in the Hub Portal Promotion does not compromise their duties to act in the best interest of their</p>

	<p>employer.</p> <p>Employees and contractors of the Promoter and their immediate families, any prize drawers and any related entities and any agencies or other third parties associated with the Hub Portal Promotion are ineligible to enter.</p>
<b>How to Enter</b>	<p>To enter, each eligible entrant must access the Hub Portal and, during the Promotional Period (as stipulated below), either: (i) place a genuine order for materials via the Hub Portal, or (ii) request a genuine quote for materials via the Hub Portal (each of (i) and (ii) shall individually be a “<b>Hub Portal Action</b>”).</p> <p>By completing the above steps, entrants will be automatically entered into the prize draw.</p> <p>Entries are restricted to a maximum of one (1) Hub Portal Action (whether an order or request for a quote) per calendar day per entrant (irrespective of the volume of Hub Portal Actions made in any given calendar day).</p>
<b>Limits on Entry</b>	<p>Entries which in the reasonable opinion of the Promoter:</p> <ul style="list-style-type: none"> <li>(a) are received outside the Promotional Period; or</li> <li>(b) do not otherwise comply with these terms and conditions in any respect,</li> </ul> <p>will be invalid and ineligible for any prize.</p>
<b>Promotional Period</b>	<p>The promotion commences at <b>00.01 GMT</b> on <b>01/11/2023</b> and closes at <b>23.59 GMT</b> on <b>30/11/2023</b> (“<b>Promotional Period</b>”).</p>
<b>Draw Date</b>	<p>There will be one (1) prize draw. The prize draw will take place at 12:00 GMT on 1 December 2023. The first valid entry randomly drawn by computer process will receive a prize. The winner shall be selected at random from all valid entries via a computer process producing a verifiably random draw.</p>
<b>Prize Details</b>	<p>There is one (1) prize to be won. The prize is a Sim Free Apple iPad (2022) 10.9 inch Wi-Fi 64 GB in the colour silver. Total RRP value of the prize is £499 excluding VAT. The prize value is correct as at 25 October 2023 and is in British Pound Sterling (GBP), but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time. Entrants shall be responsible for any tax liability arising out of the award of a prize.</p>
<b>Prize Delivery</b>	<p>The prize will be delivered to the winner within thirty (30) days of being notified of their win. The prize will be delivered in the United Kingdom only. A Heidelberg Materials sales manager will deliver the prize to the winner in person (or if hand delivery is not practicable, the Promoter will arrange delivery via registered post).</p>

	Delivery costs will be the responsibility of the Promoter.
<b>Notification of Winners</b>	The winner will be notified by Heidelberg Materials' Customer Service Centre by telephone (via a recorded call) or email (using the details provided by the winner) within seven (7) days of the prize draw. If the winner does not respond to the Promoter within thirty (30) days of being notified by the Promoter, then the winner's prize will be forfeited and the Promoter will be entitled to run a second chance draw in accordance with the process described below.
<b>Second Chance Draw</b>	<p>If the prize is forfeited (as contemplated above) or the winner drawn is not an eligible person for the purposes of these terms and conditions, a second chance draw will be held on 8 January 2024 at the same time and place as the first draw in order to distribute the unclaimed prize.</p> <p>The winner will be notified by Heidelberg Materials' Customer Service Centre by telephone (via a recorded call) or email (using the details provided by the winner) within seven (7) days of the second chance draw.</p> <p>If there is no prize winner or the prize winner cannot be located, this information will be published on Heidelberg Materials' website at <a href="https://www.heidelbergmaterials.co.uk/en">https://www.heidelbergmaterials.co.uk/en</a>.</p>

## Further Details

The additional terms and conditions set out below at conditions 1 – 16 (inclusive) shall apply to each of the Promotions.

- 1 All ancillary costs incurred as a consequence of receiving the prize(s) are the sole responsibility of the winner (excluding delivery costs which are the responsibility of the Promoter).
- 2 Prizes are not transferable, not exchangeable and are not redeemable for cash or other products or services. There is no cash alternative (in whole or in part) to any prize. Prizes may not, without the prior written consent of the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter may, at its absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this condition 2, no refund, substitute or compensation will be offered.
- 3 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry for any reason or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including site / software failure, security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the Promotions. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the applicable Promotion. Further, the Promoter at its sole discretion may recommence the applicable Promotion under the same conditions.
- 4 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- 5 Apple Inc. is not a sponsor of the Promotions. No association is to be implied by the Promotions, any of the prizes or any arrangements in relation to fulfilment of any of the prizes between the Promoter and Apple Inc. Apple, iPhone and iPad are trade marks of Apple Inc.
- 6 The Promotions are in no way sponsored, endorsed or administered by, or associated with Facebook, LinkedIn, X (formerly known as Twitter) or Instagram. You understand that you are providing your information to the Promoter and not to Facebook, LinkedIn, X (formerly known as Twitter) or Instagram. By entering a Promotion you fully release the respective platform from all liability arising out of that Promotion.

- 7 The decision of the Promoter regarding any aspect of the prize draws is final and binding and no correspondence will be entered into about it.
- 8 The Promoter reserves the right to refuse entry, or refuse to award the prize(s) to anyone in breach of these terms and conditions.
- 9 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize by the relevant date stipulated above, their entry will be deemed invalid and the Promoter may conduct the second chance draw (as above).
- 10 If an entrant's contact details change at any time between the date which they enter the relevant Promotion and the end of the applicable Promotional Period, that entrant must notify the Promoter of their updated and correct contact details immediately via email at [hconnect@uk.heidelbergmaterials.com](mailto:hconnect@uk.heidelbergmaterials.com).
- 11 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in the relevant Promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of the Promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 12 Entries remain the property of the Promoter. Details from entries (including the personal information of the entrant) will be collected and used for the purposes of conducting the relevant Promotion (which may include disclosure to applicable third parties, the Promoter's related bodies corporate, agencies and contractors for the purpose of processing and conducting the Promotion). Any personal data supplied by entrants during the course of the Promotions will only be processed as set out in the Promoter's privacy policy displayed at <https://www.heidelbergmaterials.co.uk/en/privacy-policy>. See also condition 13 below with regard to the announcement of winners. Entrants may access, change and/or update their personal information by contacting the Promoter via email at [hconnect@uk.heidelbergmaterials.com](mailto:hconnect@uk.heidelbergmaterials.com).
- 13 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of prize winners to anyone who emails [hconnect@uk.heidelbergmaterials.com](mailto:hconnect@uk.heidelbergmaterials.com) or

writes to the Promoter at Heidelberg Materials UK, Second Floor, Arena Court, Crown Ln, Maidenhead SL6 8QZ (enclosing a self-addressed envelope) within one (1) month following the end of the relevant Promotional Period. If an entrant objects to any or all of their surname and county being published or made available, please promptly contact the Promoter via email at [hconnect@uk.heidelbergmaterials.com](mailto:hconnect@uk.heidelbergmaterials.com) or write to the Promoter at Heidelberg Materials UK, Second Floor, Arena Court, Crown Ln, Maidenhead SL6 8QZ. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

- 14 The Promoter reserves the right to hold void, cancel, suspend, or amend any of the Promotions where it becomes necessary to do so.
- 15 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances whatsoever be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prizes except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 16 These terms and conditions and the Promotions are governed by English law. If any entrants to the Promotions wish to take court proceedings, then they must do this within the courts in England and Wales.