

FTR Loeb Contest in collaboration with Sebastien Loeb.

## TERMS AND CONDITIONS

These are the terms and conditions (the “Terms and Conditions”) that govern the relationship between you, the participant (“you”, “your(s)”) and Polaris Sales Europe Sàrl, Place de l’Industrie 2, 1180 Rolle, Switzerland (the “Promoter”) in relation to the Competition.

### 1. ELIGIBILITY

A. Residents from any country are eligible to enter a vote. However, the prize draw is only open to individuals who are residents in United Kingdom, France, Germany, Spain, Portugal, South Africa, Netherlands, Belgique, Luxemburg, Cyprus, Switzerland, Poland, Romania, Bulgaria, Moldova, Czech Republic, Slovakia, Hungary, and are aged eighteen (18) years old or over and have the legal age of majority in their jurisdiction and who: (a) have internet access, (b) have a valid and active email account and (c) hold a full valid motorcycle licence.

B. The following are not eligible to participate in this prize draw: (a) employees of the Promoter and Administrator, its parents, affiliates, direct and indirect subsidiaries, its prize suppliers, dealerships, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers, web masters (collectively, the “Competition Entities”); (b) immediate family members of such employees or of anyone with whom such employees are domiciled. In these Terms and Conditions, “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner or spouse; and (c) the Judging Panel.

C. By entering the prize draw under the conditions provided by rule 3 of the Terms and Conditions, you confirm that you have legal capacity to enter the prize draw and agree to the Terms and Conditions (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract).

### 2. HOW TO ENTER

A. To participate in the draw, you will need to do the following between **February 8<sup>th</sup> 2023, 8am (CEST) and May 15<sup>th</sup> 2023, midnight (CEST)** (The “Competition Period”):

i. Book online a FTR Test Ride at your Indian Motorcycle dealer, complete the data form on the competition website with your full name, email address, telephone number, FTR model and Dealer on the link <https://www.indianmotorcycle.ro/ft-loeb-form/>

ii. accept these Terms and Conditions by checking the tick box confirming that you have read and accept these Terms and Conditions; and

iii. Take the Test Ride at the chosen dealership, within the “Competition Period”.

- C. Your Entry must comply with the following Entry submission rules:
  - i. your Entry is not spam or a scam; and
  - ii. your Entry is not commercial and does not solicit business.

### 3. PRIZE

A. The prize will be the following: **1 unique Indian Motorcycle FTR Loeb, featuring unique customized paintwork and customization by Tank Machine, featuring Sebastien Loeb references.**

B. The prize will be awarded to the individual winners and does not include partners, family or friends.

C. To the extent permitted by applicable law the winner will be responsible for paying any taxes in connection with the Prize.

D. The Prize must be accepted as awarded and is non-transferable or convertible to cash or other substitutes.

E. If due to circumstances beyond our control we are unable to provide the stated Prize, we reserve the right to award a substitute Prize of equal or greater value.

F. The winner will be presented with their prize motorcycle once it has completed PR and event commitments, handover to the prize winner will be no later than June 30<sup>th</sup> 2023.

G. The winner should be willing to take part in a public handover with marketing and public relations promotion and should be willing to be photographed with the prize.

### 4. WINNERS' DRAWING

A. All eligible entries received during the Competition Period will be included in a random drawing to determine Prize winner (the "Winner") within May 16<sup>th</sup> and May 30<sup>th</sup>, 2023.

B. We will endeavour to notify the Winner by email or telephone within forty-eight (48) hours of the winners' selection.

C. We reserve the right to select an alternative winner in the event that:

- i. a winner cannot be contacted after three (3) attempts within five (5) business days of the winner's selection; and/or
- ii. a winner does not confirm his/her acceptance of the Prize within five (5) days of notification by the Promoter; and/or
- iii. we have reasonable grounds for believing that a winner has contravened any of these Terms and Conditions; and/or
- iv. a winner is unable to accept the Prize.

## 5. PERSONAL INFORMATION

A. The Promoter collects participants' personal information (including name, email address and phone and mobile number) for its legitimate interests, including in order to conduct and administer the prize draw and fulfilling Prize where applicable. If the information requested is not provided, an entrant may not take part in the draw. The Winners' information may be seen by the Drawing Panel, solely to communicate it to the Promoter for announcement. If a participant is declared a winner, the participant authorizes the Promoter to share his/her information with the Prize suppliers. For more information about the manner and purposes for which the Promoters collect and use personal information, and your rights in respect of the personal information that is held by them, please visit our privacy policies at <http://www.polaris.com/en-us/company/privacy>. Participants have a number of rights in relation to their information, including rights to request access, correction or deletion of the information collected and/or processed by us about them. These rights can be exercised by making a written request by filling out the online form ([https://polaris.service-now.com/polaris\\_ir?sys\\_id=b81ea0e11b21c450d625433fbd4bcb0a](https://polaris.service-now.com/polaris_ir?sys_id=b81ea0e11b21c450d625433fbd4bcb0a)). The Promoter may use the winner's personal information (including the winner's name, biographical information provided by the winner, photographs or other likeness in all media and formats whether now or later known or developed, within a reasonable timeframe and geographical scope and without further compensation, and may request the winner appearance at publicity events without any additional compensation (save for reasonable travel expenses). When doing so, the Promoter will make reference to the FTR Le Boss Contest in collaboration with Sebastien Loeb. No compensation other than the corresponding Prize shall be due to the winner.

Unless participants have explicitly opted-in to receiving marketing communications from the Promoter, the Promoter will destroy other personal information collected from participants within two months following the Draw.

## 6. GENERAL

A. By participating in the Competition, you agree to be bound by these Terms and Conditions under the conditions provided by rule 1.C. of the Terms and Conditions (which may be amended or varied at any time by us with or without notice in accordance with rule 6.B. below) and by our decisions, which are final in all matters relating to these Terms and Conditions, the Competition and/or the results and no correspondence or discussion shall be entered into.

B. All changes to the Terms and Conditions will be posted in revised terms and conditions on the Competition Website.

C. We accept no responsibility for any illegible, incomplete or inaccurate information or lost or late Entries and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, line failure, theft or destruction or unauthorized access to Entries, and/or the Competition Website lost or delayed whether or not arising during operation or transmission as a result of server functions, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions, virus, bugs or other causes outside its control or failure to receive Entry information by the Promoter on account of technical problems or traffic congestion affecting the entry collection process (to the fullest extent permitted by law).

To the extent permitted by applicable law, by participating in this prize draw, participants agree that the Promoter and the Competition Entities (the “Released Parties”) will (except in relation to claims for personal injury or death caused as well in cases of intent and gross negligence) have no liability for, and shall be held harmless by participants against, any liability for any injuries, losses or damages of any kind (including without limitation, direct, indirect, incidental or consequential damages) to persons or property resulting in whole or in part, directly or indirectly, from, possession, misuse, non-use or use (and/or participation) of the Prize (or element of the Prize), entries, or participation in this prize draw or in any draw or prize related activity, including access to and use of websites connected to the draw, the Prize experience or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. No responsibility is assumed by the Released Parties if the winner does not receive the winner notification or corresponding Prize because a fraudulent email address or other inaccurate contact information was provided on the official entry form or if the email sent to the winner is misdirected or bounces back or is intercepted by SPAM or other email filters.

No responsibility is assumed by the Released Parties if any Prize (or element of the Prize) cannot be awarded due to cancellations, delays, suspensions, or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism or for any cancelled, delayed, suspended or rescheduled events once any tickets have been issued in relation to the Prize for any reason whatsoever beyond its control.

D. These Terms and Conditions shall be governed by and construed in accordance with Swiss laws and any dispute arising out of or in connection with this Agreement shall be subject to the jurisdiction of the competent courts of Lausanne, Switzerland.