# COMPLETE CONTEST RULES BFGoodrich® "Good Project" including GoodProject Dakar Edition January 1, 2018 to December 31, 2018

Last modification: 25/04/2018

# <u>ARTICLE 1 – ORGANIZER</u>

The "Manufacture Française des Pneumatiques Michelin", a "société en commandite par actions" with capital of 504 000 004 euros, headquartered at 23, Place des Carmes Déchaux in Clermont Ferrand (63040), France, (hereinafter designated the "**Organizer**"), registered with that city's Trade and Companies Register under N° 855 200 507 RCS Clermont-Ferrand, is organizing a call for projects on the following website - <a href="www.bfgoodrich.com/goodproject">www.bfgoodrich.com/goodproject</a> - to run from January 1st to December 31st, 2018, inviting visitors to submit an automotive project that requires financing or equipment (hereinafter "**the Project**") under the name "Good Project" (hereinafter the "**Contest**").

A specific call for projects dedicated to recruit amateurs who want to compete in 2018 Dakar will be organized under the name of GoodProject Dakar Edition between May, 3 and June, 30, 2018 with some specific added rules (mentioned below) to these ones.

# <u>ARTICLE 2 – ENTRY CONDITIONS</u>

- **2.1.** Participation in the Contest implies the express and unreserved acceptance of the entry conditions together with all the stipulations thereof, and of all applicable laws and regulations.
- **2.2.** Any entry that is incomplete, illegible and/or non-compliant with the conditions or, that is not validated and/or registered within the given deadline and/or contains inaccurate address details will not be considered and shall be deemed null and void.
- **2.3** Entry to the Contest is open to any person who:
  - is of legal adult age and resides in any one of the following countries: France, Spain, Portugal, the UK, Turkey, Belgium, Germany, Sweden, Finland, Norway, Denmark, Italy, the Netherlands, Poland, Romania, Hungary, USA and South Africa;
  - owns a vehicle the tire sizes of which must be compatible with the dimensions proposed by the BFGoodrich<sup>®</sup> tire brand. The list of BFGoodrich<sup>®</sup> tire dimensions available are to be found on the BFGoodrich<sup>®</sup> website (in the drop down menu of the application form). The Organizer reserves the right to refuse a Project for which the tires are unavailable;
  - has not received support from a manufacturer and/or competitor to BFGoodrich® in the preparation of his or her Project;
  - has access to the Internet and a valid personal e-mail address;
  - has at least one account that must be dedicated to the Project on the Facebook social network, with a minimum of five hundred (500) fans. Personal accounts will not be taken into account;
  - publishes at least one content per week on his or her Facebook page;
  - is able to speak, read and write in English. For the purposes of the present operation, application forms must be fully completed in English only.

- **2.4** In addition to the eligibility conditions mentioned hereinabove, persons wishing to apply for the Good Project Dakar Edition must also meet the conditions as follows:
  - They have never competed in the Dakar rally before.
  - They have entered at least one FIA semi-pro or professional event.
  - They have the financial and technical resources (vehicle, equipment and staff) to enter the rally.
    - They can prove their motivation with a 1-minute (no longer) video film

Only one application per person (the same name and same e-mail address) will be accepted throughout the duration of the Contest.

A person may not apply using a third-party account, i.e. for the benefit of a person other than him/herself.

- 2.5 Persons who fail to meet the conditions stated above are disqualified from the entering the Contest, Moreover, are excluded from the Contest, in every event, the following:
  - Members of the Organizer's senior management and personnel who have directly or indirectly contributed to the Contest;
  - Natural persons or legal entities who have contributed directly or indirectly to the design, organization and management of this Contest (personnel from organizing companies, webmasters and moderators).
- **2.6** Participants hereby agree that the information provided when registering is valid evidence of identity. The Organizer reserves the right to verify the accuracy of data supplied by participants.

# **ARTICLE 3 – PARTICIPATION**

#### 3.1 Access to the Contest

The Contest is accessible at the URL of www.bfgoodrich.com/goodproject from

- January 1st to December 31<sup>st</sup>, 2018;
- May 3 to June 30 midnight only for the Good Project Dakar Edition contest.

During this period, the Contest will be accessible every day, 24/7, by logging into the site using a standard browser, except in the event of interruption, scheduled or otherwise, for maintenance purposes or in any other instances, specifically the updating of data bases or host servers.

# 3.2 Conditions of Entry

To take part and attempt to secure the support of the Organizer, every participant must have completed all of the following:

- Visit the BFGoodrich<sup>®</sup> Good Project site at the following address: www.bfgoodrich.com/goodproject;
- Click on the button "Find out more";
- Complete the Contest entry form by filling out manually the information as follows: given name, name, e-mail address, phone number, postal address, post-code, city and country;
- Click on the button "Next Step" to continue;
- Provide the following information: the preferred date of project, a precise description of the project, a summary of motivations **in English**, details of any previous experience in automotive sports events, also **in English**, addresses of social network accounts and if relevant the Participant's website address:
- Provide a URL (YouTube for example) pointing to a 1-min maximum video, **in English**, presenting you, your project and your motivations. By submitting their application, Participants agree that the Organizer may share their application video on the Organizer's social media accounts and websites. Participants also agree that the Organizer may edit said video for clarity; for applications to compete in the Good Project Dakar Edition, the transfer of a video film, of no longer than one minute, to provide evidence of motivation, is mandatory.
- Click on the button "Next Step" to continue;
- Give details of the type of vehicle to be used for the project: brand and model, type and size of tires, tire load index, tire speed index, and specify the type of partnership required (financing or equipment);
- If possible, upload any document likely to give a clearer picture of the nature of the project, the Participant's ambitions and the type of contract desired, **in English**;
- Check the box "I have read and agree to abide by the rules" then click on the "Send" button.

Completing all this information is mandatory to validate every Participant's registration.

Participants will be informed of their registration by way of a Contest entry receipt posted on the contestant's confirmation screen.

# 3.3 Nature of the Project

# Nature of the Project

The Project must come under one of the following categories:

- Participation in official off-road rallies, raids, road trips or races
- Tuning, customization or restoration of an all-terrain vehicle
- Or any off-road project that is unprecedented, aligned with BFGoodrich® values: facing new challenges that the Participant is passionate about, pushing the limits to make something new, on the Participant's own, authentic, grassroots.
- Participation in the 2018 Dakar specifically for applications to the Good Project Dakar Edition.

Any project that does not fall into one of the above-mentioned categories will be considered ineligible.

The Organizer also reserves the right to refuse a Project, the nature of which is illicit, immoral and/or dangerous for the health or safety of the Participant and/or third parties. However, the physical and/or moral integrity of the winner when realizing his or her project shall remain his or her responsibility or the responsibility of the person chosen to realize the project; the Organizer's liability may not be engaged for any corporal, material or immaterial damage incurred by the winner or third parties in the realization of the Project.

#### 3.4 Fraud

Any real or attempted communication of spurious and/or erroneous information will entail the automatic elimination of the participant together with the immediate forfeiting of any prize he or she may have won. The Organizer reserves the right to cancel all or part of the present Contest should it emerge that fraudulent means of whatsoever nature have been employed to enter the Contest or to ascertain the winners thereof. In this case, the Organizer reserves the right to cancel the selection of the fraudulent participant and/or prosecute the perpetrator of the said fraud in a court of justice with competent jurisdiction.

The Organizer reserves the right, in order to verify respect for the present article and for the rules as a whole, specifically to exclude participants who are under the age of majority and any participant guilty of any form of malpractice or attempted fraud, without forasmuch being obliged to systematically verify all participants and retaining the possibility to restrict this verification to potential winners.

# ARTICLE 4 - PRIZE LIST

# 4.1 Description of prizes

Depending on the nature of the Project, each winner may choose one of the following prizes:

- A set of six BFGoodrich® tires matching the wheel size of his or her vehicle. Mounting, dismonting, balancing and specific local tax or contribution shall be the sole responsibility of the winner
- A GoPro camera to film the key stages of his or her project
- A financial contribution, the value of which will be determined by the Organizer.
- For the Good Project Dakar Edition, the only prizes on offer will be the 2018 Dakar's entry fees for driver, co-driver and car, plus a set of tires.

The financing and/or equipment provided by the Organizer may not exceed sixty thousand euros (€60,000) for all the selected Projects (see paragraph 4.2 below).

# 4.2 Awarding of prizes

The Projects collected via the website <u>www.bfgoodrich.com/goodproject</u> throughout the duration of the Contest will be assessed by a jury composed of six people.

The jury will meet up twice a year to examine and select one or more Projects:

- in March, for projects that shall take place during the same calendar year (N);
- in October, for projects that shall take place during the next calendar year (N+1).
- A specific selection committee will be hold in July for the GoodProject DAKAR edition

#### Therefore:

- Participants whose projects are scheduled for the calendar year N must submit their application before February 28<sup>th</sup> of the same year. Participants whose projects are scheduled for the calendar year N+1 must submit their application before September 30<sup>th</sup> of the calendar year N.
- Participants to the GoodProject Dakar edition must submit their application between April, 12 to June, 16 midnight.

Projects that shall take place later than calendar years N or N+1 may be set apart on a waiting list for subsequent committees.

Projects will be selected by the jury having as an ambition to select one for each BFGoodrich® territory:

- Germany, Switzerland, Austria (ASA Territory);
- France:
- Spain, Portugal (IB Territory);
- Italy;
- Sweden, Denmark, Finland, Norway (Nordic Country Territory);
- The UK;
- Belgium, the Netherlands;
- Poland;
- Romania, Hungary;
- Turkey.
- USA
- South Africa

However, should no eligible project be presented in one or more of the afore-mentioned territories, the jury reserves the right to select several projects in the same territory.

The jury may also select several back-up projects that may be selected should one of the selected participants be unavailable or fail to reply.

The jury will be composed of:

- A representative from Comellink Marketing Services, the communication agency involved in the organization and facilitation of the Contest;
- Two representatives from the central marketing team dedicated to the brand BFGoodrich<sup>®</sup>;
- One representative from Motorsports team or one brand ambassador";
- Two representatives from the local marketing teams.

Winners will be informed by e-mail at the address given when registering for the Contest within thirty (30) days from the date of selection by the jury.

When selecting Projects, the jury will take the following criteria into account:

- Tire availability in the BFGoodrich® range;
- The number of persons following the participant's page relating to the Project on Facebook (it being specified that a minimum of 500 followers are required for eligibility to the Contest);
- The fact that the candidate has several accounts on several social networks (e.g.: Twitter, Instagram, YouTube...) on which he or she publishes content related to the Project;
- The participant's ability to showcase his or her Project via the social networks and to generate traffic and engagement on his or her page;

- The candidate's sharing of BFGoodrich® brand values (e.g.: relishing challenge, pushing back limits, doing something new, defying the odds...);
- The participant's proficiency in English;
- The participant's ability to establish a budget and justify the costs relating to his or her Project.

# 4.4 Realization of the Winning Project

For any financing from the Organizer, the Participant shall supply an invoice proving his or her expenditures along with bank details in order to receive due refunding of expenditures.

For the prize of tires supplied by the Organizer, the Participant must provide a postal address to where the tires are to be delivered (NB The delivery address must be that of a business or ideally a tire retailer to enable delivery. Mounting and wheel-balancing shall be at the Participant's expense).

If the selected participant(s) fail(s) to respond within ten (10) days or if his or her address details are inaccurate, incomplete, illegible, counterfeit or in infringement of the present rules, the Project from the back-up winner will be financed instead.

The Project presented by the winner must match, at least in principle, that description provided when entering the Contest. If for reasons beyond his or her control, the realization of the originally described Project proves impossible, the winner may present another similar project compliant with the conditions of the present rules, subject to the said new project being accepted by the Organizer.

It is clearly understood that the Organizer shall in no way partake of the organization and realization of the Project, both of which shall come under the exclusive and full responsibility of the person designated by the winner.

According to the country of the winner, the prize may be subject to a tax or contribution, to be paid by the winner and/or his employer. If such were the case, the calculation and payment of this tax or contribution shall be the sole responsibility of the winner and his or her employer.

In return for his or her prize, the winner undertakes to produce the photo, video and text content requested by the Organizer throughout the realization of the Project (at least one photo and a short presentation beforehand, and videos and photos during and after the project in order to produce an "adventurer's log"). Throughout the project, the winner will be required to forward all content to the following address: <a href="mailto:goodproject@bfgoodrich.com">goodproject@bfgoodrich.com</a>. The photos/videos sent in by the winner shall contain no logo, brand-name or other distinctive sign belonging to the Provider or to another company.

The winner will assign the rights to these contents to the Organizer, who reserves the right to use them on any relevant website, the BFGoodrich® website or social networks.

# **ARTICLE 5 – LIABILITY**

The Organizer will not be liable if, for a reason beyond its control or a reason of force majeure, the present Contest has to be changed, withdrawn, shortened or cancelled, specifically if the Contest gives rise to cases of unexpected cheating and/or malpractice. The Organizer reserves the right to suspend or terminate the Contest without nominating a winner and to put the prizes on offer back into play for a future operation.

In every case, it reserves the right to extend, alter, shorten or cancel the Contest, and to postpone any date it may have announced.

The Organizer may not be held liable should any one of the winners not respond to emails sent to their correct email address.

In these cases, winners shall have no claim to any form of compensation, whatsoever the nature.

The Organizer will not be liable should one or more participants be unable to log into the Contest on account of a technical failing or any issue linked, in particular, to Internet overcrowding. Specifically, the Organizer may not be held liable for damage caused to Participants' IT hardware, the data stored therein and the consequences thereof for their personal, professional or commercial activity.

The following is a non-exhaustive list of occurrences considered to be cases of force majeure: natural disasters, floods, industrial action, connection failure on the supplier's network, technical failures, power cuts, potential problems of connection, links, line failures, losses of information or other events that may affect, defer, slow down or prohibit access to the Contest website. The Organizer undertakes to employ his reasonable endeavors to remedy these situations as quickly as possible, but shall have no liability to the Participant.

# ARTICLE 6 -PROTECTION OF PERSONAL DATA

The Organizer implements a processing of personal data processing for the organization of the contest based on the legitimate interest. All information (e.g. name, surname, e-mail, phone, postal ad) are intended for Michelin and the service provider it uses to organize this contest.

Your data will be stored during six months after the end of the contest. You can access your data, rectify them, ask for the erasure of it or limit the processing which is shown by it to oppose to you to by writing to: goodproject@bfgoodrich.com or to lodge a complaint to the CNIL at www.cnil.fr.

The collection of personal data of persons entering the Contest is a prerequisite for participation. As a result, persons who exercise the right to delete their personal data before the Contest closes shall be deemed to have withdrawn their participation inasmuch as the delivery of any prize will be rendered impossible."

# ARTICLE 7 – LITERARY AND ARTISTIC PROPERTY RIGHTS

Winners will transfer to the Organizer, at no cost to the Organizer, all rights to use, reproduce, edit, portray, communicate to the public, distribute and adapt, digitize, exhibit, copy and synchronize the photo(s) / video(s) of the Project forwarded in connection with the Contest, in whatsoever size, by whatsoever process (analog or digital) and in whatsoever form, without restriction, accompanied by any caption and with no limits on quantities irrespective of the medium used for all public and private purposes, including but not limited to promotion, exploitation, marketing and advertising online and in the print and news media, on:

- the Internet: all websites and web platforms, including the social networks (Facebook, Twitter, Instagram account, etc.), and new media (WAP, SMS, MMS, smartphones and tablets);
- all media in the context of press relations or at trade or public events (fairs, festivals or other).

The Organizer reserves the right to film the vehicle(s) throughout the Project, a right accepted unreservedly by winners.

Transfers of rights to the Organizer apply worldwide and for a period of five (5) years as from the handing over of photos and/or videos. The names of the Winners shall be disclosed by the Organizer in publicity material, unless the Winner has given express written refusal to this by no later than the release of photos/videos to the Organizer.

# **ARTICLE 8 – THE WINNER'S COMMITMENTS**

In accordance with the nature of their Project, winners hereby undertake to:

- fit their vehicle with BFGoodrich<sup>®</sup> tires supplied by the Organizer. Winners may not promote, review, post pictures of or fit their car with tyres made by other brands for projects already underway before receiving the supply of BFGoodrich Tyres, **under any circumstances**;
- affix the BFGoodrich® logo, supplied by the Organizer under the conditions stated in the "Welcome Pack", to the vehicle taking part in the Project;
- affix the BFGoodrich® logo to all press and promotional documents produced in connection with the Project;
- wear BFGoodrich<sup>®</sup> helmets and/or the BFGoodrich<sup>®</sup> suit, bearing screen-printed or embroidered logos (depending on the garments) during the podium ceremony and during any press conferences or any other official photo call;
- ensure that the team accompanying them wears work outfits bearing screen-printed or embroidered logos (depending on the garments) in a sufficiently visible manner;
- guarantee regular availability to BFGoodrich® of the photo and video type of content to enable the brand to track each stage of the Project;
- provide BFGoodrich<sup>®</sup>, at least once a year, with a Show Car for the ongoing season for purposes of exhibition and for a maximum period of one week, subject to having received a prior written request to do so from the Organizer thirty (30) business days prior to the event. All expenses related to the transportation, insurance, exhibition and security of the vehicle will be borne by the Organizer;
- attend, whenever available, promotional operations organized by the Organizer, who will bear all
  costs relating to these meetings;
- set up simple hyperlinks between their websites and the www.bfgoodrich.com/goodproject website, and between their respective social networks and the Organizer's Facebook page;
- mention the #BFGoodrich, #Goodproject hashtags in all forms of digital communication;
- create value for the BFGoodrich® brand in connection with communications to and with the press, specifically in the event of a win.

# **ARTICLE 9 - REFUNDS**

Participants may request the refund of expenses involved with entering the Contest incurred by Internet connection costs, limited to a single refund per application and per family throughout the duration of the Contest respecting the terms and conditions below.

Any request for a refund must be accompanied by:

- the participant's name, given name and address,
- the official title of the Contest.
- dates and times of connection,
- a copy of the detailed invoice from the phone operator and/or Internet access provider,
- a bank identity slip.

To be processed, every request must be made by no later than one month after the Contest has closed and e-mailed to the following address: goodproject@bfgoodrich.com

The refund of entry expenses is calculated on a flat-fee basis and local connection to the Internet lasting five (5) minutes, more than enough time to register for the Contest and to get acquainted with the rules and the conditions regarding the protection of personal data and participation. Participants who use access providers who include telephone connections free of charge may not apply for a refund.

The refund for connection expenses will amount to  $\{0.21\}$  per minute for a maximum of five (5) minutes of connection (all sums inclusive of VAT).

However, considering that in current electronic communication service offers, some operators provide unlimited, all-inclusive subscriptions to the aforementioned services, participants are informed that no reimbursement can be claimed for access to the Contest performed under this type of subscription (in particular unlimited Internet access) on the basis that subscription to the aforementioned services has been taken out by the participant for his or her general use and entering the Contest has not incurred any additional expense.

Refunds will be made by check or bank transfer within thirty (30) days, as preferred by the Organizer.

Any requests for reimbursement that do not include all the items required for processing as listed in these rules or sent after the aforementioned date (as evidenced by the postmark if send by post) or that are incomplete, illegible, impossible to process, erroneous or fail to clearly identify the communications for which reimbursement is requested or that fail to comply with the above-mentioned substantive and formal conditions regarding form, shall be automatically rejected.

# ARTICLE 10 - COPY OF THE PRESENT RULES

The full set of rules may be consulted, downloaded and printed free of charge from the Contest's website - www.bfgoodrich.com/goodproject - throughout the duration of the Contest.

# **ARTICLE 11 – APPLICABLE LAW**

The Contest and the present rules are governed by French law.

Any disputed construal of the present rules along with all unscheduled case occurrences will be heard by a jury appointed by the Organizer. Any request regarding the construal of the rules must be made in writing. No reply will be given to any request regarding the construal of the present rules that reaches the Organizer more than fifteen (15) days after the Contest has closed.

As a last resort, any difficulty over construal and all cases of dispute will be heard by the relevant courts in respect to French law and given sole competence.