



RULES OF THE “FIA ACTION OF THE YEAR 2018” COMPETITION

Full text

ARTICLE 1 – THE ORGANISER

The Fédération Internationale de l'Automobile (hereafter referred to as the “FIA”), a non-profit organisation with head office located at 8 place de la Concorde 75008 Paris, France, SIRET 78435412800018, acting through its legal representatives, domiciled in this capacity at the said registered office, has decided to organise a competition "FIA Action of the Year 2018" (hereafter referred to as the "Competition") from **14 November 2018 at 12.00 p.m. (noon) to 27 November 2018 at 23.59 p.m.**, Paris (France) time, via the internet, on the following website: www.fia.com (hereafter referred to as the "Website").

ARTICLE 2 – THE COMPETITION

2.1 ELIGIBILITY AND ACCEPTANCE OF THE RULES

The Competition, which is free of charge and entails no obligation to make a purchase, is open exclusively to natural persons aged 18 and over, validly registered on the Website and who hold, on the Competition start date, internet access, a valid personal email address, an identity document valid for the year 2018 (hereafter referred to as the “Competitor”, who have successfully submitted at least 1 (one) vote to the Website within the above-mentioned deadlines. Any participation of FIA members and their families, as well as all members of any company directly involved in the administration of this Competition and their families is excluded.

By taking part in the Competition, the Competitor expressly and unreservedly accepts the present Rules (hereafter the “Rules”) in their entirety, the rules of good conduct in force on the internet and the laws and regulations applicable to promotional games which are in force in France. Non-compliance with the participation conditions listed in the present Rules will render the participation null and void.

Competitors can obtain reimbursement of the costs of their participation upon written request to the FIA, on the basis of a flat rate of €1.60 including all taxes, corresponding to ten (10) minutes of internet connection as well as the charges for postage relating to this request. The request for reimbursement is limited to one per household (same name, same address). Such requests shall detail the following information:

- i. First Name, Last Name, complete address of each Competitor, email address;
- ii. Date and time of connection;
- iii. A copy of the invoice of the Internet Service Provider (“ISP”) evidencing the connection;
- iv. A Bank account number (IBAN).

The request shall be sent within ten (10) calendar days of receipt of the invoice of the ISP (as per the postmark and date of the invoice).

Reimbursements of internet participation costs shall only be granted to Competitors accessing the Website with a modem or telephone connection. Any other type of internet access (cable, ADSL, leased line, etc.) will not be subject to reimbursement as the connection to the Website will not cause any additional cost for the Competitor.



Any request that is illegible, incomplete or sent after the requested date will be considered null and void.

The Contract between the Competitor and the FIA will be subject to the conditions in the present Rules. In case a Competitor refuses to abide by the present Rules, their participation will be null and void.

2.2 PRINCIPLE OF THE COMPETITION

On the site accessible via the address www.FIA.com, several videos showing an action of the season will be proposed to internet users.

Each internet user wishing to take part in the Competition has the possibility of registering on FIA.com in order to support the video(s) of their choice via a voting system.

In order to validate their participation, the Competitor must:

- i. Register on FIA.com (section "FIA Action of the Year 2018"):
 - Either by filling out the entry form provided for this purpose (mandatory fields illustrated by an "*") then clicking on "SUBMIT";
 - Or by identifying themselves via their Facebook account by clicking on "Register via Facebook". The Competitor must then accept the permission request of the FIA to access their personal information which the FIA requires for registration. This Competition is neither organised nor sponsored by Facebook.
- ii. Tick the box to accept the Competition Rules;
- iii. Proceed to the vote by clicking on "Vote" (button located below each video), up to a limit of one vote per person and per video for the entire duration of the Competition.

At the end of the Competition:

- i. the video having received the highest number of votes will be elected "FIA Action of the Year 2018" and will be shown during the 2018 FIA Prize Giving Ceremony on 07 December 2018 in St Petersburg, Russia;
- ii. a prize draw will also be held, under the authority of the FIA, at the end of the Competition among all of the Competitors having voted for one or several videos. Subject to valid participation (cf. Article 3), the Competitor drawn by lot will thus be designated Winner and will receive the Award provided for under Article 4 of the present Regulations.

ARTICLE 3 – VALIDITY

Participation in the Competition is exclusively via internet and to the exclusion of all other means, including post.

Competitors should fill in the entry form with their accurate, up-to-date and complete information.

Their participation will be taken into consideration only if they have properly completed the entry form and submitted at least one vote by the deadline indicated above. Competitors are fully liable for the validity of the information that they provide, in particular of their email addresses.

Only one registration (i.e. entry form) per person is allowed (same email address or same Facebook account). It is absolutely forbidden for a Competitor to take part with multiple email addresses and/or



different Facebook accounts during the period of the Competition. If it is found that a Competitor has used several email addresses and/or Facebook accounts and/or another person's account, his/her participation will be automatically cancelled.

Only the entries in compliance with all the stipulations of the present Article will be considered. In case of suspicion of fraud or irregularity (vote-rigging by a mutually supportive community or by other counterfeit means are strictly forbidden). As a result, the FIA reserves the right to carry out all of the necessary checks relating to the identity and/or contact details of the Competitors. Any unfair practice or fraudulent action confirmed shall result in the immediate and without notice disqualification of the Competitor. In the event of any objection, the listings will prevail.

At the end of the Competition, a draw will take place under the authority of the FIA and will determine the Winner from among all web visitors having voted for one or several videos and duly completed the entry form.

ARTICLE 4 – THE PRIZE

The single prize of a maximum total value of €3,000 including all taxes, that will be awarded will consist of:

- i. Two (2) two passes to an event of the championship that wins the competition (as chosen by the winner) for a maximum value of 1,000 Euros taxes included;
- ii. A travel voucher of €2,000 taxes included (maximum value) to be used by the Winner in order to buy the return economy flights or train tickets to London (depending on the city of origin and availability) from the Winner's country of origin; and one night accommodation in a standard hotel in a double room for the Winner and the person of his/her choice. Such voucher may be used at FIA Travel Service or at any travel agency upon presentation of the original receipt(s) confirming the purchase of the above-mentioned services.

Any and all additional costs not mentioned above will be at the Winner's own personal expense (including travel, breakfast, meals and drinks). Under no circumstances may this voucher be used for other purposes nor for other services or products save those mentioned above.

It is understood that if the value of the above-mentioned train or plane tickets and accommodation in order to attend the event exceeds the value of the travel voucher, the difference in cost will be at the Winner's own personal expense.

For logistical and safety reasons, the Winner will be required to provide the FIA with the name, surname, date of birth and nationality of the person of his/her choice who will accompany him/her to the event.

The Winner and guest should be in the possession of a valid passport and shall be responsible for obtaining the required visas for travel.

There is no prize alternative and the prize is non-transferable. The prize is as stated and cannot be sold or exchanged for cash, goods or services.

The FIA declines all responsibility in case of an incident or accident that might occur on the occasion of the use or enjoyment of the prize won.

In the event of force majeure, or if circumstances so require, the FIA reserves the right to replace the proposed prize at any time with an equivalent prize.



ARTICLE 5 – CLOSING DATE

The closing date for submission of the entry form and of the vote to enable entry to the Competition subject to having met all the above-mentioned conditions in the prize draw, is **27 November 2018 at 23.59 p.m.** Any participation outside of this time frame will not be considered.

ARTICLE 6 – PROCEDURES FOR AWARDING THE PRIZE

The “Winner” of the Competition will be drawn (at random) on **07 December 2018** from among the Competitors who have voted and who have submitted a valid entry form by the due date.

Only the Winner will be notified by the FIA. None of the other Competitors will be notified.

The FIA will notify the Winner by email within five (5) days of the draw date and inform them of the procedures for awarding the prize. If the Winner does not wish to accept the prize or if the contact details are invalid, false or incorrect, or if they do not respond, for any other reason, to the FIA within ten (10) days of notification, he/she shall lose the right to enjoyment thereof and the prize will be awarded to another Winner, who will be drawn at random and notified.

It is specified that the FIA will assume the costs corresponding to the delivery of the prize and that no financial contribution will be asked of the Winner in this regard.

Under no circumstances may the FIA be held liable for delays in making the prize available or for the impossibility for Winner to claim enjoyment of their prize because of circumstances beyond the control of the FIA.

In all cases where it is not the supplier of the products and/or the service provider ensuring the services that constitute the prize to be won, the FIA does not assume any contractual responsibility as to the transport, delivery, execution, conformity to the standards of this prize except in cases provided for by law.

In the aforementioned cases, the Winner must seek responsibility from the supplier and/or transporter of the prize in application of the legal provisions.

ARTICLE 7 – PUBLICITY

Competitors accept that if they win, the FIA will have the right, without additional payment or permission, to use their name, age, town and country of residence, likeness and photographs for the purposes of announcing the Winner of this prize and for related promotional purposes, which includes, without limitation, promoting the Competition or the business of the FIA on any communications media, worldwide. This option may not constitute an obligation incumbent on the FIA. The Winner’s name may be published on the FIA’s website, social media platforms on which the FIA is present and/or third party websites, and remain the property of the FIA in line with the Website’s Terms of use and Privacy policy.

ARTICLE 8 – DATA PRIVACY

The FIA would like to keep Competitors informed of the FIA’s similar products and services by email, post and/or telephone. By submitting a valid entry form for the Competition, each Competitor accepts that their data will be used for such purposes. The Competitor acknowledges that, if necessary, they will update their email address and relevant data in a timely manner. No liability shall apply to the FIA for



failure to notify the Winner if the Winner has not supplied a valid and current email address.

Personal data collected via the Competition entry form are processed in accordance with French legislation, notably the *Loi Informatiques et Libertés* (French Data Protection Act) dated 6 January 1978 as amended by the Act of 6 August 2004.

Pursuant to Article 40 of the above-mentioned Act, all Competitors enjoy a right to access, rectify, challenge, modify or delete the data relating to them. All such requests must be addressed to by email to cnil@fia.com, or by post to:

Fédération Internationale de l'Automobile
"FIA Action of the Year 2018 Competition"
8, place de la Concorde
75008 Paris
France

However, it is specified that the exercise by a Competitor of their right to delete the data pertaining to them during the running of the Competition will lead to their participation in the Competition being cancelled.

Each Competitor may invite some relatives to enter the Competition. In that case, the Competitor may, as holder and responsible for the processing of the email addresses of those relatives, provide the FIA with their email addresses so that the FIA can send them on behalf of the Competitor their invitation message to participate in the Competition.

The Competitor is responsible for providing the email address of their relatives so that such an invitation may be sent. The Competitor undertakes to obtain the explicit and informed consent of the holders of the email addresses that the Competitor provides to the FIA.

The FIA acts only at the request and on behalf of the Competitor, in the capacity of a technical service provider sending messages to the Competitor. Consequently, the Competitor releases the FIA from all liability with regard to the email addresses of relatives that the Competitor provides it with and for the sending of any invitations to their relatives.

ARTICLE 9 – RESPONSIBILITIES

The FIA cannot be held responsible in case of malfunction or error pertaining to the internet connection or network which temporarily or permanently prevents access or participation to the Competition. In particular, the FIA cannot be held responsible for any possible external malicious acts.

While the FIA does all it can to offer users the available and verified information and/or tools, it cannot be held responsible for any material errors (in particular the display of the Competition on the Website, sending of incorrect emails to Competitors, mail delivery.), unavailability of information and/or presence of viruses on the website. Participation in this Competition implies the awareness and acceptance of the features and limitations of the internet, the absence of the protection of certain data against any misuse or piracy and the risks of any viruses on the network. It is for each Competitor to take all the appropriate steps to protect their own data and/or software on their IT and telephone equipment against any threat. Any person connecting to the Website and participating in the Competition assumes full responsibility for this.

The FIA will in no circumstances be held liable for any of the following:



- i. Issues with hardware or software;
- ii. Destruction of information submitted by Competitors for a reason not pertaining to the FIA;
- iii. Human or electrical errors;
- iv. Disruption of the Competition;
- v. Consequences of potential losses, theft, late delivery of email correspondence not attributable to FIA. Claims must be formulated by the recipients directly to the companies responsible for the delivery of such mail.
- vi. Use of personal data by Facebook.

In any event, if the administrative and/or technical running of the Competition is disrupted by a cause beyond the FIA's control, it reserves the right to interrupt the Competition.

The Competitor is asked to exercise discretion and care with regard to the information accessed and/or sent.

Any claim with regard to the present Competition shall be sent to the FIA at the above-mentioned address at the latest within one month of the Closing Date of the Competition.

The Winner is responsible for ensuring that they and their travel companion hold valid passports and any necessary visas or other necessary travel documentation for the trip in question. Unless otherwise stated, insurance and travel to and from airports is excluded.

ARTICLE 10 – RULES

The present Rules are accessible on the Website for the duration of the Competition. The French version of the Rules shall always prevail. The English version is provided only for ease of reference.

The present Rules have been lodged with SCP Simonin – Le Marec – Guerrier, Associated Judicial Officers 54 rue Taitbout 75009.

The full Rules of the Competition (French version only) may be obtained free of charge by post upon request to the following address:

Fédération Internationale de l'Automobile (FIA)
FIA Action of the Year 2018
8 place de la Concorde
75008 Paris, FRANCE.

The cost of the stamp for sending the request for the Rules shall be reimbursed at the French Post Office's applicable ordinary rate upon request to the FIA at the above-mentioned address.

These Rules are to be read in conjunction with and in addition to the FIA.com website terms and conditions and by entering the Competition, Competitors are undertaking to accept the general terms and conditions.

The FIA is not responsible or liable for any technical, hardware or software failures of any kind and accepts no responsibility for lost, late or misdirected entries.

Furthermore, the FIA is not liable to the Winner for any cancellation, delay, loss, damage, distress, injury, death or inconvenience arising from goods or services provided to the recipients of the prizes. The Winner therefore waives the right to any claim and any recourse against the FIA or any one of the companies of the groups to which they belong as regards the prizes, in particular the quality thereof or any consequence arising from taking possession of a prize.



The FIA reserves the right to exclude from the Competition any person disrupting the progress of the Competition. It reserves the right to take legal action against anyone who has cheated, defrauded, manipulated or disrupted the operations described in the present Rules or who has attempted to do so. A Winner who has cheated shall automatically forfeit any right to obtain any prize.

The FIA reserves the right, in particular for compelling reasons and/or for reasons of force majeure, to shorten, extend, or cancel the present Competition in part or in full if circumstances so require. It may not be held liable in such a case. Prior notice of such changes may however be given by any suitable means.

In the event of force majeure, of unforeseeable circumstances, or of exceptional circumstances, and even if such circumstances are its own responsibility (subject to it having acted in good faith), the FIA may terminate the Competition in full or in part. The present Competition shall be cancelled in the event of force majeure, without the Competitors or the Winner being entitled to claim any compensation in that regard. The Rules may be altered at any time by the FIA, in compliance with the principles set forth above in this respect.

Any modification of the Competition will be subject to the deposition of an amendment to the (SCP), Simonin – Le Marec – Guerrier Associated Judicial Officers, where these Rules are lodged.

ARTICLE 11 – APPLICABLE LAW

The present Rules are governed by French law.

In order to be taken into account, any dispute, question or objection relating to the Competition shall be made at the latest thirty (30) days as from the closure of the disputed Competition session, in writing only and sent to the following address:

Fédération Internationale de l'Automobile
FIA Action of the Year 2018
8 place de la Concorde
75008 Paris, FRANCE.

The FIA shall decide on any matter relating to application of the present Rules or not settled by them. Except for cases of fraud by the Competitors, any dispute that might arise during performance of the present Rules shall be settled preferably out of court.

If no compromise can be reached, disputes arising from the application of the present Rules shall be referred to the laws of France and be resolved by the competent courts in Paris.