

THE PIRELLI MOTO SWEEPSTAKES
OFFICIAL RULES
(“Official Rules”)

1. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

2. Eligibility: This sweepstakes promotion (this “**Sweepstakes**”) is open only to legal residents of the contiguous United States and the District of Columbia (excluding legal residents of Alaska, Hawaii, Guam, Puerto Rico, all other U.S. foreign territories and possessions, and where prohibited by law) who are at least eighteen (18) years of age or, if the legal age of majority in his or her jurisdiction of residence at the time of entry is greater than eighteen (18) years of age, then such greater legal age of majority. The host of this Sweepstakes, Pirelli Tire LLC (the “**Sponsor**”), as well as its parents, affiliates, subsidiaries, advertising and promotion agencies, and their respective officers, directors, members, and employees, as well as immediate family of the foregoing (*i.e.*, parents, children, siblings, spouses, and, for purposes of the Sweepstakes, persons residing in the same household of such immediate family) and any other party associated with the development or administration of the Sweepstakes, are not eligible to enter or win the Sweepstakes. VOID WHERE PROHIBITED.

3. Timing: The Sweepstakes begins on September 1, 2020 at 7:00 a.m. Eastern Time (“**ET**”) and ends on September 30, 2020 at 11:59 p.m. ET (the “**Sweepstakes Period**”). An entrant must properly enter the Sweepstakes in accordance with these Official Rules during the Sweepstakes Period in order to be eligible to win.

4. How to Enter: You may qualify for and receive one (1) entry in the Sweepstakes at any time during the Sweepstakes Period by clicking on the Promotion link and fill out our electronic survey within the Promotion Period. All requested information must be completed before a participant is eligible to win the Sweepstakes. All entries and information submitted shall become the exclusive property of the Sponsor. The Sweepstakes is limited to one (1) entry per person. Entries generated by script, macro, or other automated or mechanical means, or by means which subvert the entry process or where prohibited by law, will be void. **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, ANY PARTY OTHER THAN PIRELLI TIRE LLC.**

5. Drawing and Prize: Three individual winners of the Sweepstakes (the “**Winner**”) will be selected in a random drawing conducted on or about October 1, 2020 from among all eligible entries. Random drawing will be conducted by Sponsor whose decisions are final on all matters relating to the Sweepstakes. One (1) prize (the “**Prize**”) shall be awarded to each of the three winners, which consists of a (i) \$500 gift card and (ii) a set of two Metzeler tires (one front and one rear) to be selected by the Winner from the Metzeler USA product line. Approximate Retail Value (“**ARV**”) of each Prize is up to one thousand five hundred dollars (\$1,500.00). Any difference between ARV and actual value will not be awarded. The Prize will be awarded as indicated on the terms and conditions set forth herein. **The Winner must redeem the Prize by completing the verification process set forth in paragraph 6 below by October 15, 2020.** Inability or failure to redeem the prize on the terms and conditions set forth herein shall disqualify the Winner and the Sponsor shall have the sole right to award the Prize to an alternate Winner selected in a random drawing. The Sponsor will pay for shipping of the Prize, as determined by Sponsor, but is not liable for any other costs or expenses incurred by Winner in connection or associated with the redemption, mounting, use, any services related to the foregoing and acceptance of the Prize,

which are not included in the Prize and are the sole responsibility of the Winner. The Winner is responsible for all federal, state, and local taxes in connection with the Prize and its use. The Prize is non-transferable and no substitution or cash alternative will be made without the consent of the Sponsor. The Sponsor reserves the right to substitute the Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Odds of winning the Prize depends on the number of eligible entries.

6. Verification of The Potential Winner: The potential Winner shall be randomly selected from all eligible entries. Winning the Prize is contingent upon fulfilling all requirements set forth in these Official Rules. The Winner will be required to sign and return an Affidavit of Eligibility/Compliance and a Publicity/Liability Release in order to receive the Prize. Failure to sign and return all such requested documentation by the return date specified by the Sponsor after notification of winning the Prize will result in forfeiture of the Prize and the subsequent selection of an alternate potential Winner. The Winner will be issued an appropriate tax form (*e.g.*, Form 1099) in the amount of the ARV of the Prize. The potential Winner must comply with all of the terms and conditions contained in these Official Rules and the issuance of the Prize is contingent upon fulfilling all of the requirements herein.

7. Release: By participating in the Sweepstakes, each entrant agrees to release and hold harmless the Sponsor and any of its parent companies, subsidiaries, affiliates, suppliers, distributors, advertising agencies, prize providers, and each of their respective officers, directors, employees, and agents (collectively, the “**Released Parties**”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of or in connection with the participation in the Sweepstakes or receipt or use or misuse of the Prize or any other prize associated with the Sweepstakes. Except where prohibited, participation in the Sweepstakes constitutes the consent of the Winner to the Sponsor’s and its representatives’ or agents’ use of the Winner’s name, likeness, photograph, voice, opinions, biographical data, and/or contact information for promotional and other internal or external marketing purposes in any media, worldwide, without further compensation.

8. General Conditions: Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to these Official Rules, which are final and binding in all matters related to the Sweepstakes. In the event the Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein due to any event beyond its control, including, but not limited to, technical failure, fire, flood, earthquake, explosion, labor dispute or strike, act of God, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state, or local government law, order, or regulation, or any other cause not reasonably within the Sponsor’s control, then the Sponsor shall have the sole right to modify, suspend, or terminate the Sweepstakes. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMACY OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND, IF THE SPONSOR BELIEVES, IN ITS SOLE DISCRETION, THAT SUCH AN ATTEMPT HAS BEEN OR WILL BE MADE, THEN THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of the Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise

unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. Entrant's Personal Information and Privacy: By entering the Sweepstakes, each entrant consents to the collection, retention, and use of his or her personal information in accordance with the Sponsor's Privacy Policy (the "**Privacy Policy**"), available at <https://www.pirelli.com/tires/en-us/legal-information> (the "**Website**"). **The Sponsor will use the information provided for purposes described in the Privacy Policy, as well as in administering the Sweepstakes, notifying the entrant if selected to win the Prize, and publicizing the name and/or likeness of the Winner, to the extent permitted by applicable law.** The Sponsor may update or change the Privacy Policy from time to time. Any change to the Privacy Policy will become effective when the Sponsor posts the revised Privacy Policy on the Website. Each entrant is encouraged to periodically review the Privacy Policy to stay informed about how the Sponsor collects, uses, and shares personal information.

10. Limitations of Liability: The Released Parties are not responsible for: (i) lost, late, stolen, misdirected, damaged, illegible, incomplete, garbled, or undelivered entries; (ii) fraud, technical problems, failures, malfunctions, or for any other technical problems or malfunctions associated with any telephone lines, computer systems, servers, provider hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or any combination thereof; (iii) any damage to any participant's computer system/software related to or resulting from any participation or activity in connection with the Sweepstakes; or (iv) any incorrect or inaccurate information provided, published, or printed or any other factor beyond the Sponsor's control that impairs the integrity or proper functioning of the Sweepstakes as determined by Sponsor in its sole discretion. **THE RELEASED PARTIES (i) MAKE NO WARRANTY, GUARANTY, OR REPRESENTATION OF ANY KIND CONCERNING THE PRIZE (OR ANY PORTION THEREOF), AND (ii) DISCLAIM ANY IMPLIED WARRANTY.**

11. Disputes: Each entrant agrees that: (i) any and all disputes, claims, or causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Georgia or the appropriate Georgia state court located in Floyd County, Georgia; and (ii) **UNDER NO CIRCUMSTANCE WILL AN ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES (INCLUDING ATTORNEYS' FEES), OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules.

12. Sweepstakes Results: Following the random drawing, the Sponsor shall announce the potential Winner and/or notify the potential Winner via email or in any other method deemed appropriate by the Sponsor in its sole discretion.

SPONSOR ADDRESS: Pirelli Tire LLC, 100 Pirelli Dr., Rome, GA 30161

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