

## TERMS AND CONDITIONS FOR GLOBAL SOCIAL MEDIA PROMOTIONAL ACTIVITIES

### 1. INTRODUCTION AND SCOPE

- (1) These terms and conditions govern the participation in the promotional activity (hereinafter referred to as "Activity") organized by Automobili Pininfarina GmbH. This document also outlines any necessary transfer of copyrights and other intellectual property rights of the Participant related to his/her materials used for participating in the Activity.
- (2) By participating in the Activity, any Participant agrees to comply with the following terms and conditions.

### 2. DEFINITIONS

For the purposes of these terms & conditions, the following terms shall be defined as follows:

- (1) **Activity:** The promotional initiative organized by Automobili Pininfarina GmbH, which may encompass a contest, raffle, sweepstakes, or any analogous promotional event where winners are selected based on skill, chance, or a combination thereof.
- (2) **Applicable Law:** The body of law governing these terms and conditions, as specified in the Final Provisions section.
- (3) **Channel:** The social media platform(s) through which the Activity is conducted, including, but not limited to, Instagram, Facebook, X, TikTok, LinkedIn, or any other platform as specified in the Promotional Materials.

- (4) **Channel Operator:** The legal entity or entities that own and manage the Channel, which may differ by jurisdiction. This includes, but is not limited to, Meta Platforms, Inc. (for Facebook and Instagram in the United States), Meta Platforms Ireland Limited (for Facebook and Instagram in the European Union), Google LLC (for YouTube), ByteDance Ltd. (for TikTok), X Corp. (for X, formerly Twitter), or any other operator identified in the Promotional Materials.
- (5) **Disqualification:** The exclusion of a Participant from the Activity for non-compliance with these Terms & Conditions, including, but not limited to, the provision of false information, violation of rules, or engagement in prohibited conduct.
- (6) **Eligibility Criteria:** The specific conditions that must be satisfied by Participants to be eligible for entry and participation in the Activity, including, but not limited to, age requirements, residency, and adherence to these terms and conditions.
- (7) **Entry Period:** The specific timeframe during which Participants are permitted to enter the Activity, as specified in the Promotional Materials.
- (8) **Force Majeure:** Any event or circumstance beyond the Organizer's control, including but not limited to natural disasters, acts of war, or other unforeseen events, which may impact the execution or fulfillment of the Activity.
- (9) **Organizer's Discretion:** The authority vested in the Organizer to make determinations regarding any aspect of the Activity, including, but not limited to, the selection of winners, resolution of disputes, and interpretation of these terms and conditions.
- (10) **Participant:** Any individual who enters or engages in the Activity, provided they meet the Eligibility Criteria outlined in these terms & conditions.
- (11) **Prize (or Award):** The item, service, or benefit awarded to the winner(s) of the Activity, as delineated in the Promotional Materials. The Prize may include, but is not limited to, tangible goods, digital goods (such as e-gift cards, digital downloads, online subscriptions), gift cards, services, experiences, or any other benefit the Organizer deems appropriate.

- (12) **Promotional Materials:** All content used to advertise or promote the Activity, including, but not limited to advertisements, social media posts, emails, banners, flyers, and other communications distributed by the Organizer.
- (13) **Submission:** Any content, including but not limited to comments, photographs, videos, or other media, provided or uploaded by a Participant as part of their entry into the Activity.
- (14) **Personal Data:** Any information relating to an identified or identifiable individual that is collected, stored, and processed as part of the Activity, including, but not limited to, names, contact details, and social media identifiers.
- (15) **Winner Selection:** The process by which the winner of the Activity is determined whether by random selection, evaluation by a judging panel, or other criteria as specified in the Promotional Materials.

### 3. ORGANIZER AND LIABILITY

- (1) The organizer of the Activity is **Automobili Pininfarina GmbH**, with its registered address at Frankfurter Ring 81, 80807 Munich, Germany (hereinafter “**Organizer**”).
- (2) This Activity is not affiliated with the Channel and is neither sponsored, endorsed, nor administered by the Channel Operator. The recipient of any information provided by the Participant is the Organizer, not the Channel Operator. The information provided will be used solely for performing the Activity. The Organizer releases the Channel Operator from any liability related to a participation in this Activity. All questions, comments, or complaints about the Activity must be directed to the Organizer, not the Channel Operator. The Organizer can be contacted for inquiries by email via [notices@automobili-pininfarina.com](mailto:notices@automobili-pininfarina.com).

#### 4. ELIGIBILITY

Participation is open to all the users of the Channel who are at least eighteen (18) years old and reside in any country where participation in such Activity is legally allowed. Only natural persons are eligible to participate. Employees of Automobili Pininfarina GmbH are excluded from a participation in the Activity. Participants who violate these terms and conditions will be excluded from the Activity. In case the conditions for an exclusion of a Participant are fulfilled, the Prize of the Activity may be revoked retroactively. A Participation

#### 5. PARTICIPATION

- (1) Participation in the Activity is only possible via the specified Channel.
- (2) The specific method of participation and the Entry Period will be clearly outlined in the Promotional Materials for the Activity. Examples include, but are not limited to:
  1. Comment Submission: Participants may enter the Activity by submitting a comment on a specific post.
  2. Photo Submission: Participants may enter by uploading a photo and tagging the Organizer's Channel account.
  3. Tagging: Participants may enter by tagging the Organizer's Channel account in their own posts or comments.
  4. Hashtag Use: Participants may enter by using a specified hashtag in their posts.
- (3) The deadline for the participation in the Activity will be specified within the Entry Period in the Promotional Materials.

## 6. PRIZE AND NOTIFICATION

(1) Among all eligible Participants, the winner(s), determined by the method outlined in the Promotional Materials, will receive the specified Prize(s). The Organizer reserves the right, at its sole discretion, to determine the winner(s) of the Activity.

(2) The winner will be notified within one day after the participation deadline, via the contact method as specified in the Promotional Materials, which may include being tagged in a post, receiving a private message on the Channel or other direct communication. If the winner does not respond within forty-eight (48) hours, the claim to the Prize expires and an alternate winner will be selected following the same procedure.

(3) The Prize is neither transferable nor exchangeable, and its cash equivalent cannot be paid out.

(4) The Prize will be shipped to the winner(s) without undue delay at the Organizer's expense worldwide via a logistics partner, typically within fourteen (14) days. However, any additional costs associated with claiming the Prize, including but not limited to import taxes and customs duties, must be borne by the winner(s).

(5) Upon handover of the Prize to the logistics partner, any risk of loss passes to the winner. The Organizer is thus not responsible for any damage to the Prize occurring during its transport/ delivery to the winner.

## 7. GRANT OF USAGE RIGHTS

- (1) The Participant guarantees to be the holder of the required rights to any photos/images, etc. uploaded or linked as part of the Activity on the Channel. However, in case the Participant is not the sole author or rights holder, he/she explicitly declares to possess nevertheless all necessary rights and titles for participating lawfully in the Activity.
- (2) The Participant grants the Organizer the following non-exclusive, perpetual, and worldwide usage rights to any photo/image, etc. he/she might use for participation:
  - The right to store the photo/image, etc. on a server;
  - The right to make the content accessible to the public, in whole or in part, across all communication channels, including but not limited to social media platforms such as Instagram, LinkedIn, TikTok, Facebook, X, our website ([www.automobili-pininfarina.com](http://www.automobili-pininfarina.com)), and other digital platforms, as well as in physical formats or any other methods of communication, for marketing, promotional, and other business-related activities.

## 8. LIABILITY AND INDEMNIFICATION

- (1) The Organizer is not liable for the availability of the Channel or its website on the Participant's device.
- (2) The Organizer cannot be held liable for technical disruptions, especially internet outages. The Organizer also assumes no liability for comments or in-app messages by a Channel user that were sent but not received.

(3) If the Participant uploads photos, images, etc., he/she guarantees that its provision, publication, or use DOES NOT violate the Channel's terms of use, applicable laws or third-party rights.

(4) The Participant indemnifies the Organizer from all third-party claims of any kind resulting from the illegality of photos, images, etc. used by the Participant. The indemnification obligation also includes the obligation to fully indemnify the Organizer for its reasonable legal defense costs (e.g., court and attorney fees).

(5) By participating in the Activity, the Participant releases the Channel Operator from any and all liability.

(6) The Organizer is not liable for the unforeseen cancellation of the Prize due to circumstances beyond the Organizer's control.

(7) If technical issues prevent the Activity from being conducted as planned, the Organizer reserves the right to cancel, terminate, modify, or suspend the Activity at any time.

## 9. DATA PROTECTION

(1) To participate in the Activity, the Participant provides his/her username of the Channel. This will be used exclusively by the Organizer for performing the Activity, especially to notify the winner, and will not be shared with third parties.

(2) In case of a win, additional Personal Data (in particular, the Participant's first name, last name, and postal address, for possible delivery) may be required. The Participant

guarantees that the personal information he/she provides is truthful and accurate. The Organizer assures that all Personal Data of the Participant will neither be shared with third parties, nor made available for their use without Participant's prior consent.

- (3) An exception is the logistics company responsible for executing the Activity, which must store and use the data for the purpose of executing the Activity. The winner's Personal Data will be deleted by the organizer's logistics partner immediately after the successful delivery of the Prize.
- (4) The Organizer reserves the right to report about the Activity or Prize redemption in digital media. In case of a win, the winner agrees to the publication of his/her full name or Channel's username in the promotional media used by the Organizer. This also includes the announcement of the winner on the Organizer's website and/or its social media platforms.
- (5) The Participant can revoke his/her consent at any time by sending a notifying email to: *notices@automobili-pininfarina.com*. Upon the revocation of consent, the collected and stored personal data of the Participant will be deleted immediately, and the Participant will be disqualified from any still ongoing Activity.

## 10. EXCLUSION

- (1) A violation of these terms and conditions entitles the Organizer to exclude the respective Participant from the Activity. This applies in particular to a Participant who provides false/fake information or if the used photos or other content (e.g., comments) violate the Channel's terms of use, applicable law, or third-party rights. The same applies to comments that are considered in general as glorifying violence, racist, anti-Semitic, offensive, harassing, or derogatory, or otherwise violating societal norms of decency. The



Organizer's Discretion shall apply in all cases of disqualification and any disputes arising from participation.

- (2) If an excluded Participant has already been selected as a winner of the Activity, the Prize may be subsequently revoked and reclaimed by the Organizer.

## 11. EARLY TERMINATION AND CHANGES

In the event of Force Majeure or other unforeseen circumstances that are beyond the Organizer's control, the organizer reserves the right to terminate or modify the Activity at any time, in whole or in part, without prior notice, in particular if technical reasons (e.g., computer virus, manipulation, or errors in software/hardware) or legal reasons (e.g., prohibition of the Activity by the Channel Operator or local authorities) or other unforeseen circumstances prevent the proper performance of the Activity.

## 12. FINAL PROVISIONS

- (1) If any provision of these Terms and Conditions is found to be invalid or unenforceable, the validity or the enforceability of the remaining provisions shall remain unaffected.
- (2) These terms and conditions and the performance of the Activity shall be governed exclusively by the laws of the Federal Republic of Germany without giving effect to any conflict-of-law provision therein. The United Nation Convention on Contracts for the International Sale of Goods (CISG) is also excluded.
- (3) Legal recourse to review the determination of the winner is excluded.

- (4) Any Participant must comply with the local laws and regulations of his/her place of residence regarding (i) participation in the Organizer’s Activity, and (ii) the authorized use of the specific Channel.