



## **“FIA Action of the Year 2022” Video CONTEST RULES**

Complete rules

### **Article 1 - ORGANISER**

The Fédération Internationale de l'Automobile (hereinafter the “FIA”), a non-profit association, located at 8 place de la Concorde 75008 Paris, SIRET 78435412800018, through its legal representatives, is organising over the Internet, on the 2022 Action of the Year site (<https://woobox.com/d5ktcm>) (hereinafter the “site”) provided by (<https://woobox.com>), a free contest with no purchase obligation entitled “FIA Action of the Year 2022” (hereinafter the “Contest”), from **November, 25, 2022 at 4 PM to December, 4, 2022 at 11:59 PM**, Paris time (France).

### **Article 2 – THE CONTEST**

#### **2.1 PARTICIPATION AND ACCEPTANCE OF THE RULES**

Participation in the Contest, which is free of charge and with no purchase obligation, is open exclusively to individuals of legal age who are registered on the site and who, on the Contest starting date, have an Internet access, a valid identity document (hereinafter the “Participant”), and who have successfully submitted at least one vote on the site within the deadlines indicated above. Any participation by FIA members and their families, as well as members of any company directly involved in the administration of this Contest and their families, is prohibited.

Participation in the Contest implies formal and unconditional acceptance of these rules (hereinafter the “Rules”) in their entirety, of the ethical rules in effect on the Internet, as well as the laws, regulations and other texts applicable to contests in France. Non-compliance with the participation conditions listed in these Rules will result in disqualification.

The contract between the Participant and the FIA is subject to the conditions of these Rules. If any participants refuse to comply with any of the Rules contained herein, their participation will be deemed null and void.

#### **2.2 PRINCIPLE OF THE CONTEST**

Via the 2022 Action of the Year website (<https://woobox.com/d5ktcm>), the contest organisers will post several videos of an action sequence during the season, for the attention of Internet users.

Web surfers wishing to participate in the Contest can register on the website in order to support their chosen video by means of voting.

To validate their participation, Participants must:

- i. Submit their vote on the 2022 Action of the Year website (<https://woobox.com/d5ktcm>) while following the instructions. Limited to one vote per person and per video for the entire duration of the Contest.



- ii. Accept the contest rules at the corresponding step.
- iii. Proceed to vote by filling in the mandatory fields of the form on the site. One vote per person and per video for the duration of the Game.

At the end of the Contest:

- i. The video with the most votes will be declared "FIA Action of the Year 2022" and will be broadcasted at the FIA 2022 Awards ceremony on December, 9, 2022 in Bologna, Italy.
- ii. A draw will also be held, under FIA supervision, at the end of the Contest amongst the Participants who have voted for a video. Subject to a valid participation (cf. Article 3), the drawn Participant will then be designated as the Winner and will receive the Prize indicated in Article 4 of these Rules.

### **Article 3 – VALIDITY**

Participation in the Contest is exclusively by Internet while excluding any other means, including by postal mail.

A participation will only be taken into account if the vote has submitted and validated within the time limits indicated above. Participants are fully responsible for the validity of the informations that they provide.

Only one registration is allowed per person (email address). It is strictly forbidden for the same Participant to participate from several different email addresses and/or from a third party's email address throughout the duration of the Contest. If a Participant is found to have participated from multiple email addresses, and/or from a third party's email address, her/his participation(s) will be automatically cancelled.

Only entries that comply with all of the provisions of this article will be accepted. In the event of suspected fraud or unfair participation (convenience voting obtained through a support community or other counterfeit means are strictly prohibited), the FIA reserves the right to carry out any checks that it deems necessary with regard to each Participant's identity and address. Any proven fraudulent or unfair practice will result in the Participant's immediate and final disqualification, without notice. In the event of any challenge, only the lists will be valid.

At the end of the Contest, a draw will be held under FIA supervision in order to designate the Winner from amongst all Internet users who have voted for a video while duly complying with the Contest conditions.



#### **Article 4 – PRIZE**

The sole Prize, includes all of the following elements:

- i. Two (2) admissions to an event of the FIA Formula One championship;
- ii. Two (2) admissions to the 2022 FIA Prize Giving ceremony in Bologna, Italy, on December, 9, 2022;

Two purchase vouchers with a maximum value of €2,000 each, including VAT, to be used for the purchase of round-trip economy class plane or train tickets (depending on availability and departure city) from the winner's country of origin as well as two nights of hotel accommodation in a double room for the winner and the person of her/his choice for the events mentioned above. The FIA Travel Service will make the reservations in consultation with the winner.

All additional expenses not mentioned above remain the responsibility of the Winner (including transfers, breakfasts, meals and drinks). Under no circumstances may the voucher be used for any other purpose and for any other services or products than the ones mentioned above.

It is agreed that if the value of the above-mentioned travel and accommodation costs exceeds the value of the prize voucher, the price difference will remain the responsibility of the Winner.

For logistical and security reasons, the Winner must indicate the full name, date of birth and nationality of the person chosen to accompany her/him to the event.

The Winner and her/his companion must have a valid passport and must look after of the administrative formalities needed in order to obtain the visa needed for the trip. There is no alternate prize. The Prize is not transferable and cannot be taken back, exchanged or refunded.

The FIA declines all liability in the event of an incident or accident that may occur during the use or enjoyment of the prize won.

In the event of force majeure, or if required by the circumstances, the FIA reserves the right at any time to substitute an equivalent prize for the proposed prize.

#### **Article 5 – CLOSING DATE**

The closing date for voting to participate in the Contest, provided that all of the above conditions for the draw have been met, is December, 4, 2022 at 11:59 PM. No participation outside of this period will be taken into account.

#### **Article 6 – PRIZE DISTRIBUTION PROCEDURES**

The Contest winner (the "Winner") will be randomly drawn on December, 5, 2022 from amongst all Participants who have duly voted within the time limit.

Only the Winner will be informed by the FIA. Other participants will not be notified.



The FIA will contact the Winner via her/his email address the same day of the draw and inform her/him about the terms of delivery of the prize. If the Winner does not wish to accept the Prize or if the contact details are invalid, false or incorrect, or if s/he does not respond for any other reason, within three (3) days of notification of her/his prize, s/he will be deemed to have forfeited her/his prize and the prize will be put back into play and the above-mentioned procedure will be repeated.

It is clearly specified that the FIA assumes the entire cost of issuing the prizes. No financial participation can be demanded from the Contest Winner in this regard.

The FIA shall in no event be held liable for any delay in the distribution of the Prize or for the Winner's inability to claim her/his prize due to circumstances beyond the control of the FIA.

In the event that the FIA is not the supplier of the products and/or the service provider delivering the services that make up the prize to be won, it assumes no contractual liability regarding the transport, delivery, execution or compliance with standards of this prize, except in the cases required by law.

In the above cases, the Winner must pursue the direct liability of the supplier and/or transport carrier of the prize in accordance with the applicable legal provisions.

#### **Article 7 – FREE NATURE OF THE PARTICIPATION**

For information purposes, given that the Participants rely on access providers that integrate telephone and Internet connections on a fixed-price basis with respect to current offers and services, the connection to participate in the game is, by nature, free of charge.

#### **Article 8 – ADVERTISING**

Each Participant agrees that, if s/he is selected as the Winner, the FIA shall have the right to use her/his name, age, city and country of residence, image and any photographs depicting her/him, without it being necessary for the FIA to obtain any additional permission and without payment, for the announcement of the Winner as well as in connection with its promotional activities, including but not limited to the promotion of the Contest or the FIA's activities, on all media and around the world. However, this right shall not entail any obligation for the FIA. The Winner's name may be published on the FIA website, the social media platforms on which the FIA is present, or on websites owned by third parties, and may be used by the FIA in accordance with the general terms for use of the FIA's website and of the privacy policy.

#### **Article 9 – PERSONAL DATA**

The FIA wishes to keep Participants informed about similar products or services by Woobox. By submitting a valid Contest entry form, each Participant agrees that her/his data may be used for this purpose. The FIA can in no way be held liable in the event of the inability to notify the Winner if the latter has not voted by means of an active email address.

Personal data collected via the 2022 Action of the Year Website will be processed electronically by the Fédération Internationale de l'Automobile (FIA) based in Paris, France and may be transferred



to FIA Geneva in Switzerland.

The FIA is strongly committed to protecting the privacy of personal data and will use the data hereby provided solely for the registration of the Participants. The FIA also undertakes to ensure that such data will not be disclosed to unauthorized third parties.

Participants may exercise their rights of access, rectification and opposition to the collection and processing of their data under the conditions provided for by French law n°78-17 of January 6, 1978, said Loi Informatique et Libertés, and in accordance with the European General Data Protection Regulation (EU) 2016/679, by addressing an email to [dpo@fia.com](mailto:dpo@fia.com).

However, it is specified that the exercise by a Participant 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.

In addition, Participants are entitled to file a complaint with the competent supervisory authority such as the Commission Nationale de l'Informatique et de Libertés in France.

For additional information, the FIA Data Protection Notice is available at <https://www.fia.com/data-privacy-notice>.

#### **Article 10 – INTELLECTUAL PROPERTY**

In accordance with the laws governing literary and artistic property rights, or related rights, the reproduction and representation of all or part of the elements making up the Game are strictly prohibited. All brands or product names mentioned are registered trademarks of their respective owners.

#### **Article 11 – LIABILITY**

The FIA cannot be held liable for malfunctions of the Internet network that would prevent access to the Contest or its smooth operation. In particular, the FIA cannot be held liable for any external malicious acts.

While the FIA makes every effort to provide users with available and verified information and/or tools, it cannot be held liable for material errors (notably with regard to any posting on the Contest site, sending of incorrect e-mails to Participants, forwarding of e-mails), lack of availability of information and/or the presence of viruses on the site. Participation in this Contest implies awareness and acceptance of the Internet's characteristics and limits, of the lack of protection of certain data against possible misappropriation or hacking, and of the risks of contamination by possible viruses circulating on the Internet. Participants must take all appropriate measures in order to protect their own data and/or software programs contained within their computer and telephone hardware from any threats. All persons connecting to the site and/or participating in the Contest do so under their sole responsibility.

Moreover, the FIA is not liable in the event of:



- i. Hardware or software problems;
- ii. Destruction of information provided by participants for a reason not attributable to the FIA;
- iii. Human or electrical errors;
- iv. Disruptions that could affect the smooth running of the Contest;
- v. The consequences of any delays, losses, theft or damage to postal or electronic mail that are not attributable to it. Complaints must be made by the recipients directly to the companies that forwarded the said correspondence;
- vi. Use of personal data by Woobox.

In any case, if the smooth administrative and/or technical operation of the Contest is disrupted by a cause beyond the control of the FIA, the latter reserves the right to interrupt the Contest.

Participants are invited to exercise discernment and caution with regard to the information that they access and/or transmit.

Any dispute or claim relating to this Contest must be made in writing and sent to the Contest address and shall not be taken into consideration if received more than one month after the end of the Contest.

The Winner is responsible for ensuring that s/he and her/his travelling companion have valid passports and the necessary visas or other travel documents for the trip in question. Insurance and travel to and from the airport or train station are excluded.

The FIA shall not be responsible for any technical, hardware or software errors and will not assume any responsibility for lost or late submission of entry forms. Furthermore, the FIA will not be liable to the Winner for cancellation, delay, loss, damage, distress, death, injury or inconvenience caused by goods and/or services provided to the Winner of the Prize. The Winner expressly waives the right to claim and bring any action against the FIA or any of FIA's affiliates or related companies, in connection with the Prize, the quality of the Prize or any consequences of taking possession of the Prize.

## **Article 12 –RULES**

These Rules are freely available on the Site and our Facebook Messenger for the entire duration of the Contest.

These Rules have been filed with SCP Simonin - Le Marec - Guerrier, Huissiers de Justice Associés 54 rue Taitbout 75009.

These Rules must be read in conjunction and accordance with the Site's general terms of use and Woobox's terms of use (<https://woobox.com/terms>). By participating in this Contest, Participants accept the aforesaid general terms.

Any fraud or non-compliance with these Rules may result in the exclusion of its author from the Contest, while the FIA reserves the right, if necessary, to take legal action against this person.

The FIA reserves the right, notably for compelling reasons or force majeure, to shorten, extend,



modify or cancel this Contest, in whole or in part, if required by circumstances. The FIA cannot be held liable in these cases and the Participants or the Winner will not be entitled to any compensation. Prior notification of such changes may be given, if relevant, by any means deemed appropriate.

The Rules may be amended at any time by the FIA, in accordance with the principles set out above.

Any modification of the Contest will also result in the filing of an amendment with SCP Simonin - Le Marec - Guerrier, Huissiers de Justice Associés, depositary of these rules.

### **Article 13 – APPLICABLE LAW**

These Rules are governed by French law.

To be validly considered, any claim, question or objection related to this Contest must be made within a maximum period of thirty (30) days following the closing of the Contest, in writing only, and sent to the following address:

Fédération Internationale de l'Automobile  
"FIA Action of the Year 2022 Video Contest"  
8, place de la Concorde  
75008 Paris  
France

The FIA shall decide on any matter related to the application of these Rules or that is not regulated by them. Except in cases of fraud by one or more Participants, any dispute arising from the application of these Rules shall preferably be settled amicably outside of the Courts and Tribunals.

If no compromise can be found, any dispute arising from the application of these Rules shall be governed by French law and shall be settled by the competent courts in Paris.