

"Martini Racing" Competition - Terms and Conditions

(This is rules template. Translated rules with specific country information could be found at racetodesire.com after choosing site language)

1. General provisions

- 1.1 These terms and conditions regulate holding the Martini Racing Competition (“**Competition**”) and the participation therein (“**Terms and Conditions**”). In order to participate in the Competition, the entrant needs to accept these Terms and Conditions.
- 1.2 The Organiser of the Competition is [local Digital Agency] with its registered office in [to be completed], a company registered in the entrepreneurs' register of the National Court Register under number [to be completed] address: [to be completed] (“**Organiser**”), by the order of Martini Polska spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, Poland, a company registered in the entrepreneurs' register of the National Court Register under KRS number 0000211722, address: ul. Wołoska 22, 02-675 Warsaw (“**MARTINI**”).
- 1.3 The funder of the main prize mentioned in 6.2 in the Competition is MARTINI. Remaining prizes are funded by the Organiser.
- 1.4 Residents of the following countries are eligible to participate in the Competition: the Russian Federation, Ukraine, Kazakhstan, Poland, Czech Republic, Latvia, Georgia, and Estonia.
- 1.5 The Competition consists of 2 (two) rounds (individually referred to as a “**Round**” and collectively as “**Rounds**”). In Round 1, the entrants need to register and make a Submission (as defined below), which is to be evaluated by the Competition Committee (as defined below) as best fulfilling the criteria specified in clause 4.2. During Round 1 the Competition Committee will choose one winner of the day in each country listed in clause 1.4 and 3 winners of the week among the Submissions made in all countries listed in clause 1.4. The weekly winners of the first prize will be entitled to go through to the next round and compete for the main prize of Round 2.
- 1.6 The Competition is being run from 1 May 2015 until 30 September 2015, and the Submissions need to be made between 1 May 2015 and 30 August 2015 (“**Entry Period**”).
- 1.7 Any Submissions received after the Entry Period will not be taken into consideration.
- 1.8 The dates of the Rounds are as follows:
 - 1.8.1 Round 1 - from 0:00:00 on 1 May 2015 to 23:59:59 on 30 August 2015 [local] time;
 - 1.8.2 Round 2 - in September 2015; the Organiser will announce the exact dates of Round 2 at the Webpage by 30 August 2015.
- 1.9 The Round 1 of the Competition is being run via the MARTINI webpage: www.martiniracing.com (“**Webpage**”). It is available upon registration via the application form available on the Webpage.
- 1.10 The Competition does not constitute a lottery game, a tombola, gambling, betting, a promotional lottery whose outcome depends on chance, or any other form of gambling.

1.11 The Terms and Conditions are available on the Webpage.

2. Who may enter

2.1 This Competition is open to individuals with full legal capacity residing in the Russian Federation, Ukraine, Kazakhstan, Poland, Czech Republic, Latvia, Georgia, and Estonia, aged 21 or over at the time of making the Submission, who have registered on the Webpage.

2.2 The following persons may not enter the Competition or win a prize: (a) employees of the Organiser, MARTINI, or their agents, and their first and second degree relatives, (b) anyone else who is directly or indirectly professionally connected with MARTINI, any other company from Bacardi capital group or the Organiser, and their first and second degree relatives, and (c) employees of any other company which is active in the alcoholic beverages sector or the Formula 1 racing sector (and their first and second degree relatives). Should any of the persons indicated in this clause 2.2 enter the Competition, such person will be disqualified by the Competition Commission.

2.3 Each individual may submit an unlimited number of Submissions, but he/she may receive no more than one prize of given type during the whole Competition. There are 3 types of the prizes: daily, weekly and the main prize of Round 2. Each Submission will be evaluated and considered separately in the Competition.

3. How to enter

3.1 To enter the Competition, it is necessary to register and make the Submission before the end of the Entry Period according to the rules specified in this section 3 (together “**Round 1**”).

3.2 The Entrants that fulfill the requirements specified in this section 3 are referred to individually as “**Entrant**” or collectively as “**Entrants**”.

3.3 The Competition is free of charge and no purchase of alcoholic products or any other goods is required to participate in the Competition.

3.4 To register in the Competition, the entrants should proceed as follows:

3.4.1 Visit the Webpage;

3.4.2 Proceed through any age checks (confirming correct date of birth details);

3.4.3 Register on the Webpage by entering: surname, name, patronymic (if any)¹, date of birth, e-mail address, the country of residence, the place of residence, language, password and confirmation of the password;

3.4.4 Tick to confirm that the Entrant has read and agreed to be bound by these Terms and Conditions and MARTINI’s privacy policy and cookies policy;

¹ applies only to Russian speaking Entrants who officially use the patronymic for identification purposes

- 3.4.5 Check the box - if the Entrant wishes to be included in MARTINI's marketing mailing list - or leave the box unchecked - if the Entrants disagrees, granting this consent is voluntary and not necessary in order to participate in this Competition;
- 3.4.6 Check the box - if the Entrant consents to the processing of their personal data, for marketing purposes other than the direct marketing of MARTINI's products and services, - or leave the box unchecked - if the Entrants disagrees, granting this consent is voluntary and not necessary in order to participate in this Competition;
- 3.4.7 Check the box - if the Entrant consents to the use of his/her image for the purpose of running this Competition - or leave the box unchecked - if the Entrants disagrees; granting this consent is voluntary, however, it is necessary in order to participate in this Competition; and
- 3.4.8 Click "Register",
- 3.4.9 Open the link received at the e-mail address indicated during registration in order to confirm the registration on the Webpage.
- 3.5 To simplify the registration process the Entrant may use his/her account on one of the following social networks: "VKontakte", "Twitter" and "Instagram" provided that he/she fills in all the required data manually. The data on the personal account and used for registration has to be true and accurate.
- 3.6 To make a submission, the Entrants have to send their photograph showing a small group of people united by a single task or interest that fulfils the conditions specified herein ("**Submission**") by one of the following means:
 - 3.6.1 via the Webpage: enter the personal account and download a photo from the computer; or
 - 3.6.2 via one of the social networks ("VKontakte", "Twitter", "Instagram") used during registration or specified in the personal account at the Webpage, provided that the Entrants:
 - 3.6.2.1 open the common access to the personal account (access to personal information, friends, photos and the wall) in the network's confidentiality settings;
 - 3.6.2.2 post the created photo with the hash tag #martiniracing.
- 3.7 The Entrants may only submit the photographs taken with a camera, a tablet, a mobile device etc. They are permitted to use filters and other settings and may edit the photographs using graphic editors.
- 3.8 Submissions have to meet the following requirements:
 - 3.8.1 The Entrant must be the individual and exclusive creator of the Submission;
 - 3.8.2 The Entrant may use only works or images of third parties to which the Entrant holds relevant rights, with the right to transfer them to MARTINI according to the Terms and Conditions;

- 3.8.3 The Entrant must be visible in the photograph. The photograph may also show other people who are at least 21 years of age;
- 3.8.4 A Submission may not violate any rights of third parties;
- 3.8.5 It is forbidden to submit to the Competition photographs that have already been disseminated or submitted to other competitions;
- 3.8.6 It is forbidden to submit to the Competition Submissions which content is contrary to the law, the principles of community life, or good practice, in particular: racist, xenophobic, pornographic, offensive, anti-social, violent or vulgar. It is also forbidden to include the content, which would encourage excessive or irresponsible alcohol consumption;
- 3.8.7 A Submission may not contain any negative opinions about the Organiser or entities from MARTINI's group, or any other content presenting the Organiser, entities from MARTINI's group, products of MARTINI's group, or their trademark in a negative way;
- 3.8.8 The Entrants must not place any inscriptions or create collages;
- 3.8.9 A Submission may not contain restricted names of products (labels) and trademarks other than trademarks belonging to MARTINI's group;
- 3.8.10 A Submission must not contain any picture or text constituting an advertisement of goods and services other than the depiction of Martini brand.
- 3.9 By making a Submission, the Entrant grants the Organizer non - exclusive license to use the Submission on the fields of exploitation and within the scope specified in clause 9.3 and 9.4 below for the purposes related to organizing the Competition.
- 3.10 The Organizer will assess the Submissions in respect of the requirements specified in clause 3.8 above and will upload the next working day following the date of making the Submission to the Webpage those Submissions that meet the requirements.
- 3.11 The Entrant whose Submission does not meet the requirements specified in clause 3.8 above, will be disqualified by the Organizer and his/her Submission will not be uploaded to the Webpage. The Organizer will inform the Entrant via e-mail on disqualification from the Competition.
- 3.12 Only the Entrants who meet all requirements specified in this clause 3 and whose Submissions were uploaded to the Webpage will enter into Round 1 of the Competition.
- 3.13 Any Submissions received after Entry Period will not be eligible and Entrants will forfeit their place in the Competition.
- 3.14 Incomplete registration or Submissions that do not comply in full with these Terms and Conditions will be disqualified and will not be considered.
- 3.15 If an Entrant has uploaded the same photograph several times, only the first uploaded Submission will be considered in the Competition.

4. Winners of Round 1

- 4.1 Each Submission uploaded to the Webpage will be assessed by a commission comprising at least three members appointed by the Organiser and one of which will be representative of MARTINI ("**Competition Commission**").
- 4.2 The Competition Committee will evaluate the Submission uploaded to the Webpage based on the following criteria:
- 4.2.1 for daily winners – emotionality and team spirit;
 - 4.2.2 for weekly winners – originality, uniqueness, presence of elements of the Martini brand.
- 4.3 Every day, the Entrant with the Submission evaluated by the Competition Commission as best fulfilling the criteria set out in clause 4.2.1 in each country among the Submissions uploaded to the Webpage during the previous day in a relevant country, will be selected and will win the prize as specified in clause 6.1.1 below. The winners for each day will be announced on the Webpage on the following day except for Saturdays and Sundays when winners will be announced the following Monday by 5 pm.
- 4.4 The Entrants whose Submission was uploaded to the Webpage in a relevant week will participate in weekly evaluation of Submissions uploaded to the Webpage from Monday till Sunday provided that the first week of the Competition is longer and covers Submissions made from Friday, 1 May 2015, till Sunday, 10 May 2015. Every week, the 3 Entrants with Submissions evaluated by the Competition Commission as best fulfilling the criteria set out in clause 4.2.2 will be selected from the Submissions made in all countries participating in the Competition as first place, second place and third place winner and will win the respective prizes as specified in clauses 6.1.2-6.1.4 below. The winners for each week will be announced on the Webpage on the following Monday.

5. Round 2

- 5.1 The winner of the first prize in a given week (referred to individually as "**First Place Winner**" or collectively as "**First Place Winners**") will be entitled to enter Round 2, during which he/she will compete for the main prize of Round 2 with the other First Place Winner. To enter Round 2, First Place Winner should accept the prize and notify his/her participation in Round 2 within 7 days following notification referred to in clause 6.8 by sending an e-mail to the following address: [to be completed] (referred to individually as "**Finalist**" or collectively as "**Finalists**").
- 5.2 During Round 2, the Finalists will be asked to perform a task which will be disclosed to the Finalists by MARTINI during the trip to Italy ("**Task**").
- 5.3 Performance of the Task will be assessed by the jury appointed by the Organizer and MARTINI. The composition of the jury will be announced before disclosure of the Task. The jury will assess the Task of each Finalist based on the following criteria: creativity, originality and consistence with Martini brand spirit.
- 5.4 The Finalist whose Task, in the opinion of the jury, best meets the judging criteria set out in clause 5.3 will be selected by the jury as the winner of Round 2.
- 5.5 The winner of Round 2 will be announced during the trip to Italy in September 2015.

6. Prizes

- 6.1 The winners of Round 1 will receive the following prizes:
- 6.1.1 For the best Submission of each day of Round 1: [T-shirt - to be further described in the number equal to the number of people visible on the awarded photograph];
 - 6.1.2 For third place of each week of Round 1: Drone DJI Phantom 2 Vision +;
 - 6.1.3 For second place of each week of Round 1: Scooter Vespa Primavera 50;
 - 6.1.4 For the first place of each week of Round 1: trip to Italy as described in clauses 6.3-6.4.
- 6.2 The winner of Round 2 will receive the following car Porsche, model: 911 type: Carrera, exterior with martini racing design, power 257 kW, manual transmission, year of production 2015 as the main prize of Round 2.
- 6.3 The prize for the first place of each week of Round 1 is a 3 day trip to Italy in September 2015. The exact dates will be announced by the Organizer by 30 August 2015 at the Webpage. The prize includes economy return flights to Milan from the airport closest to the Finalist's place of residence, hotel transfers in Milan, 2 nights' hotel accommodation with full board. All other costs and expenses, including travel insurance, transfer to the Finalist's departure airport, and other additional costs that arise are the responsibility of the Finalist. The Finalist in order to be able to receive the prize must ensure that he/she has valid passport and travel documents (including insurance and any required visas) and vaccinations, if required. The prize does not guarantee the issuing of visas to the Finalist, if applicable.
- 6.4 The main prize in Round 1 does not include personal expenditure and other incidental costs other than those specifically included.
- 6.5 The winners of Round 1 will be notified by e-mail within 7 days of the announcement of the results and will need to respond to the notification in order to confirm their acceptance of the prize and indicate the address to which the prize should be delivered. Reasonable endeavours will be made to contact the winner, but if a response from a winner is not received within 7 days of the notification being made, the winner forfeits his/her chance to claim the prize. In case any of the First Place Winners fail to fulfil their obligations referred to in clause 5.1, such a First Place Winner forfeits his/her chance to enter the next Round. In such a case, the allocation of a prize remains at the disposal of the Organiser.
- 6.6 The winner of Round 2 will be notified by e-mail immediately after announcement of the results and will need to immediately respond to the notification in order to confirm his/her acceptance of the prize.
- 6.7 Proof of age and identity will be required in order to claim any prize in the Competition.
- 6.8 The prizes for the best Submission of each day of Round 1 will be sent to the address indicated by the winner within the country of his/her residence via courier/post within 60 days of the receipt of the prize acceptance. The weekly winners of Round 1 and the winner of Round 2 will be informed within 14 days of the receipt of the prize acceptance on the method of collecting respective prizes in a place of his/her residence as of the date of the Submission.
- 6.9 To each weekly prize and to the main prize in Round 2, the Organizer will add a cash prize equal to income tax levied on the prize (approx. [X]% of the value of the prize.)

- 6.10 The amount of the cash prize referred to in clause 6.9 will be deducted by the Organiser as a lump-sum income tax payer and paid to the relevant tax office. The deduction means that the amount of the cash prize will not be paid to the winner and the winner agrees to that.
- 6.11 There is no cash alternative to the prize (or any part thereof), and unless the Organiser agrees otherwise in writing, the prize is non-replaceable and non-refundable.
- 6.12 For the purpose of delivery and/or handing over of the prizes, as well as for deduction and/or payment of withholding tax on the cost of the prize, the Organiser may engage a local subcontractor operating in the same country of residence where respective winner resides.

7. Liability

- 7.1 If the Organiser has grounds to suspect any Entrant or third party of cheating, deception, or fraudulent or unsportsmanlike conduct of any kind (including, without limitation, manipulating the Competition, the choice of prize winner, or any submission; establishing multiple accounts in order to gain multiple prizes; establishing a fictional account; or entering untrue data), the Organiser reserves the right (at its sole discretion) to disqualify any Entrant, Submission, or person it reasonably believes to be responsible for, or associated with, such activity.
- 7.2 The Finalists should be in good health and fit to travel.

8. Personal data

- 8.1 The personal data provided by the Entrants, including in particular their image, will be processed for the purpose of conducting this Competition and may be processed for the purposes of the direct marketing of MARTINI's products and services, and if the Entrant granted his/her consent to the processing of his/her personal data for other marketing purposes, also for these purposes, in accordance with applicable provisions of law. The administrator of the Entrant's personal data is MARTINI. MARTINI ensures processing of personal data to the Organiser. The Entrant has the right to access and modify his/her personal data. The Entrant is aware that the personal data is provided voluntarily.
- 8.2 Please see MARTINI's privacy policy at [link] for further details.
- 8.3 The Entrant may give his/her consent to receive marketing information by electronic means, e.g. by e-mail. If the Entrant has opted in, MARTINI (and its respective business partners if applicable) may also use the details the Entrant gives to MARTINI to contact the Entrant for marketing purposes.
- 8.4 Details of the winners' name and country will be available for one month after the final winner is selected in the register office of the Organiser at address indicated in clause 1.1 above and on the Webpage.

9. Rights to Image, Submission and Task

- 9.1 In order to participate in Round 1 and Round 2, the Entrants need to grant their consent to the dissemination and use of the image of Entrants taking part in the Competition in the course of Round 1 and Round 2 and the accompanying event (the consent also covers the right to broadcast live audio-video or video relations from the abovementioned events),

without receiving any payment in connection therewith - apart from the prize, if the Entrant is entitled to receive the prize. In the event of rewarding the Entrant with the prize, the Entrants may grant their consent in writing to dissemination and using their image preserved later on (e.g. during a photo shoot), or making their name and surname public for advertising and promotional purposes, in particular to present the Entrant together with the prizes in advertising or promotional materials of the brand, without the necessity to make any other performances to the benefit of the Entrant apart from the prize.

- 9.2 The Entrant's consent covers the right to use their image which consists of fixing, copying or disseminating photographs or recordings or their particular frames or shots, through any media, including webpages or web portals or any other advertising or promotional materials of MARTINI or any other companies from Bacardi capital group, without any geographical or time limitations. The consent also covers giving MARTINI or any other companies from Bacardi capital group the authority to control and confirm every use of a photograph or recording containing the image. Using the image within the scope defined above may take any form, as a piece of derivative work, in whole or in part as well as associated with other works within the meaning of copyright, in particular through digital and audio-visual techniques.
- 9.3 Upon distribution of the prize, the Organiser, as the promisor of the prize, in accordance with applicable law, acquires author's economic rights, including economic copyrights and related rights, to the Submissions and Task rewarded in the Competition to the extent to which they constitute works and /or artistic performance protected by copyrights or related rights, other applicable intellectual property rights or similar rights within the meaning of [Country]law (referred to here as "**Works**") related to disposing of and using the rewarded Works either to their own benefit or to the benefit of third parties, without geographical and time limitations, in all forms and scopes of exploitation as well as in all known areas of exploitation, in particular:
- 9.3.1 within the scope of fixing and reproduction of works - production of copies of a piece of work with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology;
- 9.3.2 within the scope of trading the original or the copies on which the work was fixed-introduction to trade, letting for use or rental of the original or copies;
- 9.3.3 within the scope of dissemination of works in a manner different from defined in subsection 9.3.2 - public performance, exhibition, screening, submission and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby.
- 9.4 Furthermore, under the transfer of author's economic rights mentioned in clause 9.3, the Organiser is entitled to dispose of and use derivative works based on the Works (derivative rights) in all fields of exploitation specified in clause 9.3 above, and to permit the disposal and use of derivative works based on the Works in all fields of exploitation specified in clause 9.3 above by third parties. The Organiser is entitled to use the rewarded Works as parts of other pieces of work, creating derivative works, disposing of and using them, in particular through makeover, fragmentation, compilation and other actions taken as part of all the Organiser's activities even if the Works lose their individual nature as a result of such actions. Moreover, under the transfer of author's economic rights mentioned in the clauses 9.3-9.4, the Entrant undertakes not to exercise any personal copyrights in the Works and the Entrant gives their consent to use the Work or derivative works based on the Work without necessity to indicate the Entrant's name and surname as the author of the Work. The Entrant authorises the Organiser to exercise any personal copyrights to all Works. Apart from the

consideration in the form of the prize in the Competition funded by entities indicated in clause 0, the Entrant will not be entitled to any other consideration under the transfer of author's economic rights defined in the clauses 9.3-9.4 including copyrights to Works in all fields of exploitation specified in clause 9.3

9.5 The Organiser hereby stipulates that author's economic rights, including economic copyrights and related rights, to the Works will be transferred to MARTINI in the extend specified in clauses 9.3-9.4.

10. MARTINI's intellectual property

10.1 All intellectual property and database rights, in Webpage and other materials published, excluding so-called "user generated content" but including, without limitation, trademarks, designs, logos, text, images, audio and video materials, look and feel and software (including code, interface and website structure) ("**Materials**") are owned by MARTINI (or its subsidiaries, affiliates, agents or partners).

10.2 The Materials are protected by intellectual property laws and treaties around the world.

10.3 All such rights are reserved and it is strictly prohibited to remove any copyright or other proprietary notices from any Materials.

11. Complaints

11.1 The Entrants may contact the Organizer via the Feedback form on the Webpage (pop-up window when one clicks on the link "Feedback" on the home page of the Webpage).

11.2 Without limiting consumer rights provided for by the applicable provisions of law pertaining to reporting and pursuing claims, the Entrant may file a complaint to the Organiser related to the Competition.

11.3 In order to facilitate the process of filing and addressing complaints, a complaint may be filed via registered mail sent to the address of the Organiser indicated in clause 1.2 of the Terms and Conditions or via the feedback form on the Webpage (pop-up window when one clicks on the link "Feedback" on the home page of the Webpage).

11.4 In order to facilitate the identification of the person filing a complaint and the subject of the complaint, it is recommended to include the following information in the complaint: name, surname, and address of the person filing the complaint, a detailed description of the complaint and the reason for filing it, and the action demanded by the complainant from the Organizer.

11.5 The Organiser undertakes to address every complaint within 30 days of its receipt, upon receiving the opinion of the Competition Commission. The Organiser may send the response via registered mail or via email (if the person filing the complaint has indicated an email address).

12. Applicable law

12.1 This Competition, and any dispute or claim arising out of or in connection with it (including the prize), shall be governed by and construed in accordance with [country] law, and the common courts of [country] shall have exclusive jurisdiction to settle any such dispute or claim, unless applicable regulations on collisions of laws provide otherwise.