<u>Dutch</u> - <u>French</u> - <u>German</u> - <u>Italian</u> - <u>Portuguese (Brazil)</u> - <u>Portuguese (Portugal)</u> <u>Spanish (Mexico)</u> - <u>Spanish (Spain)</u>

Logitech McLaren G Challenge: "Race Days" Competition <u>Terms and Conditions</u> ("T&Cs")

NO PURCHASE NECESSARY TO ENTER OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW

The Logitech McLaren G Challenge "Race Days" Sim Racing Competition ("**Competition**") is organized by Logitech Europe SA, with its registered address at EPFL-Quartier de l'Innovation, Daniel Borel Innovation Center, 1015 Lausanne, Switzerland ("**Logitech**").

The Competition is an in-store video game racing competition organized for customers in Europe (individually, "**Region**") and governed by these T&Cs. These T&Cs are a binding agreement between Logitech and the Competition participants ("**Participants**") and govern all activities performed by Participants in connection with their participation in the Competition. By entering the Competition, all Participants accept and agree to abide by these T&Cs and the LMGC EU Race Days Giveaways Rules (the "**Giveaways Rules**"). Registration is required in order to participate in the Competition.

The Competition will take place in selected retail stores and the T&C's and the Giveaways Rules must need to be accepted by all Participants on-site before registration.

The Competition will be run on Forza Motorsport (2023) ("**Forza**"), which shall be referred to as the "**Game(s)**" on Xbox consoles provided by the local stores or points of sales ("**Supported Platforms**"). It is expressly stated, for clarity, for those Participants wishing to try to qualify for the LMGC (if they are declared winners of the LMGC EU Race Days), that a personally owned Microsoft/Xbox account and a copy of the Game is needed.

The Prizes (as defined below) will be awarded in compliance with the T&Cs to the Participants in connection to their participation in the Competition.

1. PARTICIPANTS ELIGIBILITY

1.1 Registration; Acceptance of the T&Cs The Competition will take place in local stores from Late May until Early July 2024. Participants must register in-person at the corresponding local store or point of sale where they are located to join the Competition and accept these T&Cs. Registration will be conducted by a Logitech representative who will ask the prospective

Participant to fill in a Google Form with some required information. After Participants are registered, Participants will be able to try the Logitech Simulation line of products and complete a race/time trial on Forza Motorsport 2023.

Any Participant who is under the age of 18 must get permission from his or her parent or legal guardian to register. The Competition is void where prohibited by law.

By participating in the Competition, Participants agree that they (i) are eligible to register and participate; (ii) have read and accepted these T&Cs, the Giveaway Rules, and the Logitech Privacy Policy (link). Participants agree to be bound by these T&Cs and the decisions of Logitech in the context of the Competition. Participants acknowledge that the Games and any other Logitech partners' or contractors' activities are governed by their respective terms and conditions and privacy policies. Logitech takes no responsibility for any terms of use or policies other than its own. Logitech reserves all rights to disqualify a Participant if they violate any of the terms of the T&Cs or if their conduct is contrary to the spirit or good standing of the Competition.

Logitech reserves the right:

- to alter, amend or supplement these T&Cs from time to time as it considers necessary to clarify, correct errors or comply with changes in applicable law, with a goal to ensure a fair Competition for all Participants;
- to cancel, change or suspend the Competition, or any part of it, if cheating, a virus, bug, or any other unforeseen or unexpected event that affects the conduct, safety, fairness and/or integrity of the Competition.
- to modify, suspend, postpone or discontinue, temporarily or permanently, at any time and from time to time, the Competition, or any part of it, with or without prior notice, for reasons outside its reasonable control, including, without limitation, any Force Majeure event (as Force Majeure is defined in Section 7.4).

1.2 Age

Participants must be at least 16 years old at the time of registration. Participants under the age of majority in their country of residence must have a parent or legal guardian review and consent to these T&Cs on their behalf and accompany them to any in-person events or experiences.

1.3 Residency

Participants must be legal residents in an eligible country to participate in the Competition. Please check out for a list of Non Eligible Countries (**Appendix A: Non Eligible Countries**). Appendix B shows a list of all eligible countries that are considered as part of the EU for the purposes of this LMGC EU Race Days Competition.

1.4 Logitech Employees, McLaren Employees; conflict of interests

The officers, directors and employees of Logitech, McLaren Racing, their subsidiaries and affiliated companies, as well as all advertising, marketing and judging agencies, persons engaged in the development, production or distribution of materials for this Competition and immediate family members (parents, step-parents, grandparents, children, step-children, siblings, civil partners or spouses) or persons living in the same household (whether related or not) are not eligible to participate in this Competition.

2. REQUIREMENTS TO PARTICIPATE

2.1 How to Participate

All registered Participants will participate in the Competition as instructed by the Tournament Organizer. Race format for the Competition will be the McLaren 620R on Nürburgring GP. Participants will participate in the Competition as solo mode using the games Free Play mode using preset settings managed by an in-store representative. One session will consist of completing three (3) laps on the designated track, vehicle, and settings, from which the Participant's Best Lap will be taken, scored and duly annotated by the in-store representative. All these details may be changed by the Tournament Organizer if deemed appropriate for the purposes of a smooth running of the Competition.

2.2. Entries per Person

Each Participant may only participate in the Competition on its own behalf. Competition entries on behalf of another person will not be accepted and joint submissions are not permitted. Each Participant may race more than once in the same store location or in multiple locations, as long as all instructions provided by the Logitech sales representatives are followed at all times, as well as these T&Cs.

2.3 Photographs, Audio and Video

Participants consent and agree to be interviewed, photographed and filmed during the Competition, and that Logitech, its group companies and their licensees will be entitled to use and exploit the Participant's name, voice, slogan, likeness, photographs, images (still and moving), biography, prize information, in-game name, statistics, performance and any resulting footage, streams, stills, audio and quotes for their own advertising purposes in connection with the Competition, all the finals and/or the Competition without further payment or compensation, in perpetuity, in all media. The consideration for the granting of the rights provided herein is included in the Prizes to be assigned in compliance with these T&Cs.

2.4. Acceptance of Competition Rules

All Participants must accept these T&Cs and the Logitech McLaren G Challenge EU Race Days Giveaways Rules (the "Competition Rules") in order to be eligible to participate and to receive any Prizes. Acceptance of the Competition Rules means commitment by the Participants to provide their services in compliance with the Competition Rules.

3. DISCLAIMER

Logitech will **not** accept:

- (a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind;
- (b) proof of posting or transmission as proof of receipt of an entry to the Competition; or
- (c) responsibility for any delay, time lag, slow response, congestion of data transmission or slow connection related to the Competition or to in-game activity and actions (including racing related actions), for example, due to remoteness of server(s) or poor internet connection.

4. PRIZES

The prizes that will be awarded to Participants are the following:

- The sixteen (16) fastest Participants will advance to the LMGC Race Days Online Semifinals in July in which the top 4 will advance to the G Challenge Regional Finals to compete for cash and other prizes in accordance with the LMCG Official Rules. Among others, one of the prizes that these Participants who qualify for the LMCG Online Finals will have a chance to win will be a trip to the McLaren Technology Center. It is expressly stated that the Participants that qualify to advance to the LMGC Online Semifinals will be required to accept the LMGC T&Cs and comply with all LMGC 2024 eligibility requirements in order to be able to compete for those LMGC 2024 prizes.
- **Participation Prizes**: Subject to each location's discretion, Participants will win prizes such as goodies, hats, backpacks, t-shirts, stickers, discounts, etc. As decided by each local store.
- **Fastest of the Store/Country/Day/Weekend**: Subject to each location's discretion, fastest Participants will have a chance to win hoodies, hats, backpacks, t-shirts, stickers, discounts,

could be expanded to Logitech G gear, products, product bundles, gift cards, etc. For example, the fastest Participant of the weekend in a given store can win a free Logitech G923 racing wheel.

Skill-based prizes may differ, are subject to inventory and will be determined by each given location. Exact information will be communicated by a Logitech representative as a part of the registration process in the store before the Competition.

It is expressly stated that all Participants should pay attention to whatever prizes are being offered and announced at the specific store at each specific time to know what they are eligible for in each instance.

Prizes will be granted only if Participants fully comply with these T&Cs. In case of breach of any provision of these T&Cs by Participants, they will be disqualified from the Competition and lose any right to receive the Prizes indicated in the Racing Rules.

The Prizes will be shipped to the address provided by their respective winners in the registration and be fulfilled by Logitech. Prizes are not transferable or refundable, must be accepted as awarded in respect of the services performed and cannot be resold for profit. No cash equivalent or alternative product or prize will be made available; provided, however, that Logitech reserves the right to, without any prior notice and at any time, replace with a similar product or the latest release of a product of the same category. Any taxes and any duties on the Prizes are the winners' sole responsibility.

Logitech will make all reasonable efforts to contact the winners of the Prizes as soon as practicable after the announcements.

The winners of the Prizes will have five (5) days from notification to claim the Prizes as instructed in their notification email. If the Prizes are not claimed in that period, the Prizes will be considered forfeited. The Prizes may not be claimed by a third party on the winner's behalf. Logitech reserves the right to offer the unclaimed Prizes to the next eligible Participant.

Logitech does not accept any responsibility if the winners are not able to get their Prizes.

5. LIMITATION OF LIABILITY

5.1 Insofar as is permitted by law, Logitech, McLaren Racing, their agents or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in the Competition or taking up the Prizes except where it is caused by the

gross negligence or willful misconduct of Logitech, McLaren Racing, their agents or distributors or that of their employees. The winners' statutory rights are not affected. Furthermore, Logitech, McLaren Racing, their agents or distributors disclaim any liability regarding any certifications, authorizations or contests authorization related to the Competition or esports.

5.2 Logitech, McLaren Racing, their agents or distributors accept no responsibility for any costs associated with any prizes or participation in the Competition that are not expressly stated to be their responsibility in these T&Cs. Additionally, each winner of a Prize is solely responsible for all applicable federal, state and local taxes, including taxes imposed on its income.

5.3 Logitech, McLaren Racing, their agents or distributors further hold no liability for any injury or damage to any Racer or any other person's computer or console, relating to or resulting from participation in or downloading any materials in connection with the Competition save to the extent that (i) death or personal injury is caused by Logitech, McLaren Racing, their agents or distributors gross negligence; (ii) such liability arises from fraud or fraudulent misrepresentation; or (iii) for any other reason or by any cause which cannot be excluded by law.

5.4 Logitech, McLaren Racing, their agents or distributors shall not be liable for any failure to comply with their obligations relating to the Competition where the failure is caused by something outside their reasonable control or force majeure ("Force Majeure"). Such Force Majeure shall include, but is not limited to, epidemic, pandemic, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

6. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

6.1 By submitting a Competition entry and any accompanying material, the Participant agrees - against Logitech's commitment to assign the Prizes in compliance with these T&Cs - to:

- (a) assign to Logitech all intellectual property rights with full title guarantee; and
- (b) waive within the limits provided by applicable laws in the country of Participant's residence - all moral rights in and to the Participants competition entry and otherwise arising in connection with the Participants entry to which the Participants may now or at any time in the future be entitled under all applicable legislations. Any statutory diverging rights are not affected.

6.2 Participants shall not associate themselves with the Competition in any commercial manner, nor use any intellectual property rights of Logitech, nor modify, adapt, translate or create derivative works, nor shall they permit any third parties to do so, without the prior written consent of Logitech. The recording, dissemination or any exploitation of images of the Competition without Logitech's prior approval is strictly prohibited.

7. DATA PROTECTION AND PUBLICITY

7.1 **Privacy Policy**. Logitech is committed to respecting and protecting the privacy of Participants in this Competition, as described in Logitech Privacy Policy (<u>link</u>). Before entering the Competition, Participants should carefully read the Logitech Privacy Policy, which explains how Logitech collects, uses, shares, and discloses Participants' personal information during the Competition, and the data protections that Logitech has put in place to protect the privacy of Participants. The Logitech Privacy Policy is incorporated into these T&Cs as if fully set forth herein.

7.2 **Collection and Use**. Logitech collects and uses Participants' personal information during the Competition, including when a Participant uses Logitech's products and services, such as when a Participant receives services from Logitech. Logitech uses the information collected to ensure the proper operation and administration of the Competition, conduct promotional giveaways and to provide Logitech's products and services to Participants. Logitech may also use the information collected for publicity purposes, as stated within these Official Rules; and may notify Participants when they win the Competition or if there are updates to Competition (such as when the Competition closes), and to let Participants know of special promotions, events and policy changes, using emails, text messages and push notifications. Logitech may also collect aggregated and/or statistical data reflecting Participants' participation in Competition. Logitech uses such aggregated and/or statistical data for tracking, reporting and other activities in connection with Logitech's business, and in accordance with Logitech's Privacy Policy.

7.3 **Sharing and Disclosure**. Logitech does not share, trade, rent, sell or otherwise disclose Participants' personal information to unaffiliated companies. Logitech may share Participants' personal information with consent, or as necessary, with partners involved in the Competition or to provide any operations or support to products and services requested or authorized by the Participant.

7.4 **Storage and Protection of Information**. To help protect Participant personal information from unauthorized access, use and disclosure, Logitech uses a variety of security technologies and procedures, including SSL encryption. Logitech may store and process personal information of Participants in the United States, or in any other country

Logitech or its affiliates, subsidiaries, or service providers maintain facilities. Logitech takes steps to ensure that the data it collects is processed in accordance with the Logitech Privacy Policy, the Official Rules, and the requirements of applicable law wherever the personal information is located.

8. GENERAL

8.1 If there is any reason to believe that there has been a breach of these Official Rules, Logitech may, at its sole discretion, reserve the right to exclude the Participant from participating in the Competition.

8.2 All decisions regarding the interpretation of these Official Rules, eligibility, scheduling and staging of the Competition lie solely with Logitech (and anyone acting on its behalf), whose decisions are final. Unless otherwise provided for in the mandatory applicable laws of Participant's country of residence that cannot be derogated from by agreement, Logitech's decisions cannot be appealed and shall not give rise to any claim for monetary damages or any other legal or equitable remedy. Participants agree to be bound by Logitech's (and anyone acting on its behalf) final decisions.

8.3 Logitech reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.

8.4 Unless otherwise provided for in the mandatory applicable laws of Participant's country of residence that cannot be derogated from by agreement, these Official Rules shall be governed by the laws of Switzerland, and the parties submit to the exclusive jurisdiction of the courts of Lausanne, Switzerland.

8.5 A copy of these Official Rules is available on: <u>www.logitechgchallenge.com</u>.

<u>Appendix A</u>

Non Eligible Countries

Iran, North Korea, Syria, Sudan, Cuba, Crimea, Ukraine, Russia.

Appendix B List of Countries per Region

<u>EU</u>

Albania	Latvia
Andorra	Lithuania
Austria	Lithuania
Belgium	Luxembourg
Bosnia and Herzegovina	Macedonia
Bulgaria	Malta
Croatia	Moldova
Cyprus	Monaco
Czech Republic	Montenegro
Denmark	Netherlands
Estonia	Norway
Finland	Poland
France	Portugal
Germany	Romania
Gibraltar	San Marino
Greece	Serbia
Hungary	Slovakia
Iceland	Slovenia
Ireland	Spain
Israel	Sweden
	Switzerland
	United Kingdom