Abarth VR Competition Terms and Conditions

- 1. The promoter is Fiat Chrysler Automobiles UK Ltd, 240 Bath Road, Slough, Berkshire, SL1 4DX (the "**Promoter**" or "**FCA UK**").
- 2. The Promoter operates a prize draw on the social accounts operated by Fiat Chrysler Automobiles UK Ltd, for Abarth UK (the "**Prize Draw**").
- 3. The Prize Draw is open to UK residents over 18 years of age (each an "Entrant"). The Prize Draw is not open to employees of Fiat Chrysler Automobiles N.V. group companies, their immediate families, Fiat authorised retailers, agencies, any other company involved in promotion or any individual subject to a driving ban during the prize period.
- 4. These Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Terms and Conditions.
- 5. By entering into this Prize Draw, Entrants agree to be bound by these terms and conditions. The Promoter may terminate any entry or prize if the Entrant fails to comply with any of these terms and conditions or are unlikely to do so.
- 6. To be eligible for the Prize Draw, Entrants must, between 08 February 2021 at 00:01am and 07 March 2021 at 11:59pm (the "Closing Date"), tag a friend in the comments on the specific competition launch post on Facebook. Only one entry will be accepted per person. All entries will be collated, and a winner chosen at random using an independent verified promotions agency. A back-up winner will be chosen, and in the event the selected winner does not respond to confirmation within 1 week, the back-up winner will be contacted. Entrants must give consent to the processing of their personal data for the purposes of the Prize Draw. No entries will be accepted after the Closing Date.
- 7. No purchase or fee is required to enter the Prize Draw. Only one entry is permitted per person. Bulk entries or entries automatically generated by a computer will not be valid. An internet connection is required to enter the Prize Draw and to claim any prize.
- 8. A randomised computer process will choose the winner on 15 September 2020, (the "Winner").
- 9. There will be one Winner of the Prize in this Prize Draw.
- 10. The Entrants are responsible for providing accurate personal details; the Promoter will not be responsible for incorrect or inaccurate details provided by the Entrant.
- 11. The prize consists of one Oculus Quest VR headset, one set of Bose headphones, two Abarth branded caps and an Abarth branded muffler wireless speaker (the "**Prize**"). The Promoter accepts no responsibility for any costs not specifically included in the Prize.
- 12. The Prize is non-transferable and non-exchangeable. No purchase necessary. No cash alternative is available.
- 13. The winner will be notified by phone and email within 24 hours of the draw taking place. If the Prize remains unclaimed at that time, given sufficient chasing from The Promoter via email and phone, it will be forfeited, and a supplementary Winner will be drawn at the Promoter's discretion 1 week after the initial contact attempt.

- 14. The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Prize Draw in the event of any unforeseen circumstances or technical reason outside its reasonable control. Except in the case of death or personal injury arising from its negligence, or in respect of fraud, and so far as is permitted by law, the Promoter and its associated companies and agents exclude responsibility and all liabilities arising from any act or default of any third party supplier or from circumstances which are beyond the Promoter's reasonable control.
- 15. The Promoter will not be responsible for any inability of the Winner to take up the Prize and accepts no responsibility for incorrectly completed, lost or delayed entries, notices, acceptances, tickets or other documents related to the Prize.
- 16. The Winner agrees to be bound by any relevant third-party terms and conditions associated with the Prize.
- 17. By entering the Prize Draw, the Entrants acknowledge that they may be required to participate in reasonable publicity relating to the Prize Draw without further consent or payment should they win the Prize. Such publicity may include, without limitation, the Winner's name and/or image, statements made by the Entrants concerning the Prize Draw and the Prize. The Promoter is not responsible for any posts which the Entrant, or a third party publishes, on any social media websites, applications or platforms and the Entrant confirms that such posts are not sponsored by the Promoter.
- 18. These terms and conditions, and any instructions from the Promoter, constitute the entire agreement between the Entrant, and the Promoter relating to this Prize Draw and supersede any prior agreements between the Entrant and the Promoter. If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of the terms and conditions will remain in full force and effect.
- 19. Personal data will be held in accordance with the Data Protection Act 2018 and in accordance with Fiat Chrysler Automobiles UK Ltd's privacy policy which can be found at: <u>https://www.fiat.co.uk/privacy</u>. In order to administer the Prize Draw, the Promoter will require certain essential information including name, address and contact details. Winner's details will be passed onto the Promoter for the administration of the Prize Draw.
- 20. The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 21. The Promoter reserves the right to amend these terms and conditions at any time.
- 22. These terms and conditions and all matters arising from or in connection with them are governed by English law and the courts of England & Wales will have exclusive jurisdiction in the event of a dispute.