DHL . MotoGP™ We want to see you Sending It . 2024 Season Full Terms and Conditions

1. These Terms and Conditions apply to the competition "MotoGP™ We Want to See You Sending IT" accessible at the following link: <u>Send it (inmotion.dhl)</u>, hereinafter the ("Promotion"). All participants expressly agree to have read and accepted these Terms and Conditions prior to submitting their participation in the Promotion. Participants can contact <u>Delivering.Moments@dhl.com</u> with any questions or concerns regarding these Terms and Conditions at any time.

2. Organising Company

- 3. The Promoter organises on the dates indicated below, the Promotion in accordance with the clauses established in these Terms and Conditions. The Agency and Third-Party Judge will assist the Promoter in conducting this Promotion. For the sake of clarity, neither Dorna Sports S.L. nor any of the companies of Dorna Group are carrying out this Promotion, therefore they are excluded from any liability in connection with it.
- **4.** This Promotion is only open to those aged 18 or over, including employees and customers of the Promoter.
- 5. This Promotion is not open to employees of MotoGP™. Any entries from MotoGP™ employees will not be deemed valid. The Promoters decision to exclude entries from anyone it deems to be a MotoGP™ employee will be final.
- **6.** Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or resides. This Promotion is void where void under local national laws. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Promotion.
- **7.** No purchase is necessary; however, internet access is required.

8. Promotion Period and Key Dates:

- a. Entry between 10:00am {GMT} on the 22 March 2024 ("Opening Date") and 10:00am {BST} 23 September 2024 ("Closing Date") (the "Promotion Period").
- Selection of the top ten (10) entries from External Entrants, which will be conducted by the Agency shall end on the 27 September 2024 at 10.00am {BST} ("Selection Closing Date")
- c. Voting between 10:00am {BST} on the 7 October 2024 ("Voting Open Date") and 10:00am {BST} 14 October 2024("Voting Closing Date").

9. To Enter:

- a. External Entrants can enter the Promotion by posting an image or video of themselves "sending it", showcasing passion and fandom for MotoGP™ on Instagram. In order for the External Entrants image or video to be valid, they will need to (1) tag @DHLMotorsports and (2) caption the image or video with the hashtag "#SendIt". Entries are only valid on Instagram in feed posts and those posted on Instagram stories will not be valid.
- b. DHL Entrants can enter the Promotion by posting an image or video of themselves "sending it", showcasing passion and fandom for MotoGP™ to the comment section of Global Express Smart Connect post which details the Promotion, which will be posted on the Opening Date. DHL Entrants that submit

a photo or video via a comment section on any other Global Express Smart Connect post shall not be valid. Maximum one entry per DHL employee. Any DHL Entrant submitting multiple entries will be disqualified and any prize entitlement will be void.

- 10. By entering the Promotion, Entrants give their permission for their entries to be used by the Promoter without further compensation, over and above the award of the prize, for up to one year for promotional purposes from the date of entry. Copyright will remain with the Entrant. However, by entering this Promotion, the Entrant agrees to the Promoter publishing these entries on their website and possible further use on their website, Facebook, X (Twitter), Instagram or other social media platforms. They also agree to other possible promotional use in media of the Promoter's choosing without any further payment, over and above the award of the prize, for up to one year from the date of entry but with appropriate credit given to the original entrant.
- **11.** All entries must be received within the Promotion Period and no liability is accepted for incomplete or late entries.
- **12.** External Entrants can enter the Promotion multiple times before the Closing Date.
- **13.** If an Entrant attempts to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in ANY way, the Promoter may, in its absolute discretion, disqualify that Entrant's entry to this Promotion and may ban the Entrant from participating in any of the Promoter's future promotions.

14. Prizes:

- a. **Main Prize:** One winner will win VIP hospitality tickets to The Valencia Grand Prix from the 16-17 November 2024 for themselves and 1 (one) guest. The guest must be over the age of 18. Subject to the further prize details set out at clause 15, this trip will include:
 - i. Opportunity to tour MotoGP™ Paddock on one of the two days at the Circuit Ricardo Tormo;
 - ii. Opportunity to join the grid walk on one of the two days at the Circuit Ricardo Tormo:
 - iii. 3 (three) nights' accommodation in a hotel of the Promotor's selection;and
 - iv. Flights, trains or other reasonable transportation costs (as applicable) to attend the race, which may include airport transfers if flight is the chosen mode of transport. Winners must have valid passports and organise their own travel insurance and visas if required.
- b. **DHL Employee Prize:** One winner will win VIP hospitality tickets to The Valencia Grand Prix from the 16 17 November 2024 for themselves and 1 (one) guest. The guest must be over the age of 18. Subject to the further prize details set out at clause 15, this trip will include:
 - i. Opportunity to tour MotoGP™ Paddock on one of the two days at the Circuit Ricardo Tormo;
 - ii. Opportunity to join the grid walk on one of the two days at the Circuit Ricardo Tormo;
 - iii. 3 (three) nights' accommodation in a hotel of the Promotor's selection;and
 - iv. Flights, trains or other reasonable transportation costs (as applicable) to attend the race, which may include airport transfers if flight is the

chosen mode of transport. Winners must have valid passports and organise their own travel insurance and visas if required.

15. Further Prize Details and Conditions:

a. Main Prize & DHL Employee Prize:

- i. Winners of the Main Prize (14.a) and the DHL Employee Prize (14.b), hereafter referred to as the ("**Winners**"), and their guests must be available to travel between the 16th and 17th November 2024.
- ii. If the Winner is unable to travel on the above-mentioned dates, no alternative prize will be issued and for the avoidance of doubt, no compensation and / or refund will be provided.
- iii. The Main Prize and DHL Employee Prize is only valid for the 2024 Valencia Grand Prix between 16th and 17th November 2024 and cannot be changed for another Race event or to another season.
- iv. The Winners must respond and accept the prize with their details within 5 working days of being contacted by the promoter. The promoter is not liable for any incorrect details provided by the winner.
- v. The Main Prize and DHL Employee Prize includes return economy class flights to/from the Winner's nearest international airport and to/from Valencia International Airport.
- vi. The Main Prize and DHL Employee Prize does not include transfer to and from the Winner's or their guest's residence to the international airport.
- vii. Airline seats and airline provider are subject to availability.
- viii. Flight tickets are non-refundable and non-transferable. Once tickets have been issued, they are only valid for the flights, dates and times shown.
 - ix. Name changes to the flight seats once confirmed are not permitted.
 - x. The Winner and their guest must abide by and are subject to the Airline's Conditions of Carriage, including all Covid-19 protocols.
- xi. If a flight booking is cancelled by the Winner or their guest, no alternatives will be issued and for the avoidance of doubt, no compensation and / or refund will be provided.
- xii. The Winners must be over the age of 18 and their guest must be 18 years of age or older.
- xiii. Any other expenses not listed are not included in the Main Prize and DHL Employee Prize, including souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions or any other costs of a personal nature.
- xiv. The Winners and their guest must travel together in both directions.
- xv. The Winners and their guest are solely responsible for any additional charges incurred at the hotel during their stay, including without limitation, costs of meals, and a valid credit or debit card may be required to check into your room, and will be used to guarantee any incidentals such as in room calls or services.
- xvi. All elements of the Main Prize and DHL Employee Prize must be taken in the same trip.

- xvii. The Promoter reserves the right in its absolute discretion to exclude a Winner from participation in any aspect of the Prize if a Winner fails to comply with the directions of the Promoter or MotoGP™, or if a Winner's behaviour is:
 - a. dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.
 - b. Reflects negatively on the name, reputation, or goodwill of the Promoter or any brand;
 - c. is deemed to be racist, sexist, homophobic, unlawful, unsafe or dangerous, features the consumption of alcohol with sport activities, features violent, derogatory, profane, vulgar, indecent, racist, or cruel, including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group;
 - d. defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter;
 - e. promotes any political agenda; or
 - f. contains any copyrighted materials owned by others.
- **16.** The Main Prize and DHL Employee Prize is non-transferable, are not exchangeable and have no cash or other alternative in whole or in part.
- **17.** The Promoter reserves the right to offer alternative prizes, of equal or greater value, should the advertised Main Prize or DHL Employee Prize become unavailable for reasons beyond their control.
- **18. Moderation**: The Promoter will reject entries which, in the reasonable opinion of the Promoter:
 - a. reflect negatively on the name, reputation, or goodwill of the Promoter or any brand:
 - contain any content deemed to be racist, sexist, homophobic, unlawful, unsafe or dangerous, features the consumption of alcohol with sport activities, features violent, derogatory, profane, vulgar, indecent, racist, or cruel content, including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group;
 - c. defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter
 - d. promotes any political agenda;
 - e. contain any copyrighted materials owned by others; or
 - f. attempts to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in ANY way.

19. Top 10 Selection for Main Prize

- a. On or after the Closing Date, all valid entries submitted by External Entrants will be collated by the Agency and sent to the Third-Party Judge.
- b. The Promoter will use the Third-Party Judge to select the top 10 images or videos based on the following selection criteria:

- i. Entries that best demonstrate what it is to "Send it" as a fan of MotoGP. Entries will be judged on whether they show the spirit of MotoGP; the passion, the excitement, the fun and the energy of the sport.
 - 1. The passion entries that demonstrate a genuine love for MotoGP.
 - 2. The excitement entries that are striking, engaging and stand out from the crowd.
 - 3. The fun entries that are inherently engaging and fun to watch or look at.
 - 4. The energy of the sport entries that have an intrinsic energy to them, demonstrated through the entry's application of passion, excitement and fun.
- c. The Third-Party Judge's decision to select the top ten (10) images or videos will be final and binding in this respect and no correspondence shall be entered into.
- d. Once the Third-Party Judge has selected the top ten (10) images or videos, the Promoter will notify those selected via direct message to their personal social media account which they used to enter the competition within 3 days of the Selection Closing Date.
- e. In order for the External Entrants image or video to be submitted for voting, upon receiving confirmation from the Promoter that they have been selected within the top ten (10), the External Entrant will be required within 5 working days to confirm:
 - i. The External Entrant owns the images or video and owns the copyright in such images they have used in their entry;
 - ii. The External Entrant has obtained the consent of anyone pictured in the image or video for that image or video to be submitted to this Promotion. In the case that any minor is pictured in the image or video, the External Entrant has obtain the consent of the personal with parental responsibility for that minor;
 - iii. The External Entrant does not require any other third party consent to use the image that forms part of their entry; and
 - iv. The External Entrant accepts these Terms and Conditions and wishes for their image to be submitted to http://www.inmotion.dhl/en/MotoGP™/send-it for voting.
- f. If the Promoter does not receive confirmation from the External Entrant as required in 19.e, the Promoter reserves the right to exclude the Eternal Entrant and select another entry.
- g. Once the Promoter has received confirmation from the External Entrants requested at 19.e above, the selected images or videos will be posted to http://www.inmotion.dhl/en/MotoGP™/send-it.

20. Main Prize Winner Selection:

- a. The top ten (10) images or videos selected by the Third-Party Judge will be posted to http://www.inmotion.dhl/en/MotoGP™/send-it on the Voting Opening Date.
- b. Between the Voting Open Date and the Voting Closing Date anyone will be able to vote and select their favourite photo by submitting a vote via their email address.

- c. At the Voting Closing Date, the image or video with the most votes will be the winner.
- d. The voting is limited to one per registered email address and multiple entries will be disqualified and any prize entitlement will be void. The Promoter reserves the right to determine, in its sole and absolute discretion, whether a person has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
- e. If a person in anyway attempts to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in ANY way whilst participating in the voting, Promoter may, in its absolute discretion, disqualify that vote and may ban the person or External Entrant from participating in any of the Promoter's future promotions.

21. DHL Employee Prize Winner Selection:

a. All entries submitted by DHL Entrants received during the Promotion Period will be placed into a random prize draw conducted by an independent third-party within 5 (five) working days of the end of the Promotion Period.

22. Winner Notification:

- a. The winner of the Main Prize (hereinafter "External Winner") will be contacted via direct message to their personal social media account which they entered the competition on within 5 working days of the Voting Closing Date and will be required to respond to confirm eligibility plus acceptance of the prize within 5 days of initial contact. In the event that the External Winner does not respond to communications within 5 days of initial contact, the Promoter reserves the right to disqualify that External Winner. If a External Winner is disqualified, the Promoter reserves the right to award the prize to a reserve winner selected in accordance with Section 20(c).
- b. The winner of the DHL Employee Prize (hereinafter "Employee Winner") will be contacted via email address linked to their SmartConnect employee profile within 5 working days of the end of the Promotion Period and will be required to respond to confirm eligibility plus acceptance of the prize within 5 days of initial contact. In the event that the Employee Winner does not respond to communications within 5 days of initial contact, the Promoter reserves the right to disqualify that Employee Winner. If a Employee Winner is disqualified, the Promoter reserves the right to award the prize to a reserve winner selected in the same manner.
- c. Both the External Winner and Employee Winner are referred to as Winner or Winners below.
- **23.** The Promoter reserves the right to verify all Winners and ask for proof of full name and age and to disqualify an External Entrant or DHL Entrant where there are reasonable grounds to believe an External Entrant or DHL Entrant has breached these terms and conditions.
- 24. All personal data will be held in accordance with all relevant data protection legislation currently in force. To view the Promoter's Privacy Policy visit: http://www.dhl.com/en/legal.html#privacy. The Promoter will only use personal data for the administration of this Promotion and for no other purpose unless consent is given. The Promoter will only share personal data with their Fulfilment Partners for the purposes of and in order to fulfil this Promotion. The Agency will assist the Promoter

with the administration of this Promotion, which will include the collection and processing of images and videos submitted by External Entrants to enter this Promotion. To view the Agency's Privacy Policy visit: https://50-sport.com/cookie-policy/#:~:text=We%20will%20never%20sell%20your,required%20by%20law%20with%20HMRC. The Third-Party Judge will also assist the Promoter with the administration of this Promotion, which will include reviewing images or videos submitted by External Entrants and randomly selecting the winner of the DHL Employee Prize. To view the Third-Party Judge's Privacy Policy visit: https://www.prizeology.com/privacy-policy/#:~:text=Any%20personal%20data%20we%20collect,services%20and%20generate%20new%20business.

- **25.** The Winner will be responsible for any tax liability as relevant with national laws dependant on the resident country of the Winner.
- 26. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete entries, entries submitted by or via third parties or syndicates, entries submitted by macros or other automated means, and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that participant's entries will be disqualified and any prize awarded will be void.
- **27.** The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Promotion or as a result of accepting or participating in any prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
- 28. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of the Promoter or its agencies. Proof of submission of entry is not proof of receipt of entry. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications.
- **29.** The Promoter may request that the Winners participate in publicity arising from the Promotion. The Winner is under no obligation to participate and may decline this request. Participation is at the Winner's discretion.
- **30.** If you are a Winner of the Promotion, you agree that the Promoter may use your name, and town or Country of residence to announce the Winners of this Promotion.
- **31.** By entering the Promotion, External Entrants and DHL Entrants confirm that they have read and agree to be bound by these Terms and Conditions.
- **32.** If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to terminate, modify or suspend the Promotion.

- **33.** The Promoter, will not be liable for any failure to comply with its obligations or delay in performing its obligations, if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God or any other circumstances beyond the control of the Promoter.
- **34.** Subject to the consent of the Winners, the surname & county/Country of residence of the winners can be requested by sending an email within one month of the end of the Promotion Period to Delivering.Moments@dhl.com with "DHL MotoGP™ Send It" in the subject line.
- **35.** If you are a Winner and object to your surname and county being published or made available if requested, please contact the Promoter by emailing Delivering.Moments@dhl.com. If the Promoter does not receive consent to publish the Winners details, Entrants are aware that the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- **36.** The Promoter's decision is final and binding in all matters relating to this Promotion, and no correspondence shall be entered into.
- **37.** If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.
- **38.** These Terms and Conditions are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.
- **39.** The following definition shall apply to these Terms and Conditions:
 - a. **Agency:** means 50 Digital whose registered office is at 50 Sport, 13th Floor, 240 Blackfriars Road, London. SE1 8BF.
 - b. **DHL Entrant**: means any DHL Employee who participates in this Promotion.
 - c. Entrants: means both DHL Entrant and External Entrant.
 - d. **External Entrant**: means any person who participates in this Promotion who is not a DHL Employee.
 - e. **Promoter**: means Deutsche Post AG established in Charles-de-Gaulle-Straße 20 53113 Bonn and Tax ID No: DE 169838187.
 - f. **Third-Party Judge**: means an Prizeology whose registered office is at 81 Rivington Street, London, EC2A 3AY.