

# **“MONSTER ENERGY SUPERCROSS 4 - TRACK EDITOR CONTEST” CONTEST TERMS AND CONDITIONS**

Milestone srl, having its registered office in via Olona 2, 20123 Milan, Italy (Promoter), a company operating in the video games sector, is organising the first “MONSTER ENERGY SUPERCROSS 4 - TRACK EDITOR CONTEST” which will take place from 14<sup>th</sup> April 2021 (00.00 CET) to 14<sup>th</sup> June 2021 (23.59 CET). The winner will be selected by 31 December 2021. There is no charge for entering the contest.

Feld Motor Sports, Inc. and its related companies are not sponsors, administrators or endorsers of this contest

## **1. PURPOSE OF THE CONTEST**

The purpose of the contest is to collect projects for the creation of a supercross track to be created for a supercross championship race in 2022. By means of a special commission, the Promoter will assess the best virtual track proposed.

Regulations governing prize promotions do not apply to this activity as it falls within the category of cases which are subject to exclusion as per subparagraph a) paragraph 1 article 6 of Italian Presidential Decree n° 430/2001 and recognition of personal merit constitutes the “prize” for the creator of the selected work.

## **2. TYPES OF CONTESTANTS**

This contest is reserved for all the players of the “Monster Energy Supercross - The Official Videogame 4” released by Milestone, who have a Microsoft, Sony or Steam account, regardless of their nationality. Only adults are eligible to enter, in compliance with their country of residence. The contest is void where prohibited by any entrants’ local laws, rule or regulation. Entrants are responsible for verifying any applicable laws and restrictions before entering the Contest.

It should be noted that each project may only be entered by individuals; each project must accordingly be submitted by just one person who will be entitled to recognition of personal merit. No bulk, third party or organised group entries will be accepted.

Each participant will be entitled to submit more than one entry, provided that the same content is not submitted more than once.

Employees of the Promoter and all companies involved in the organisation of this Contest, Supercross riders and any subject who during engage in ongoing professional relations with the Promoter during the validity period of the contest are not eligible to enter this contest. Employees of Feld Motor Sports and their immediate family members shall not be entitled to enter as well.

## **3. HOW TO ENTER THE CONTEST AND PROJECT CHARACTERISTICS**

There is no charge to enter this contest.

In order to enter, between 14<sup>th</sup> April 2021 and 14<sup>th</sup> June 2021, contestants must design a virtual track through the “track editor” system present in the Monster Energy Supercross - The Official Videogame 4” released by Milestone.

In order to design the track, players must follow the videogame instructions; by way of example, this includes stadium selection, deciding the *starting grid*, combining modules for creating the circuit (corners, jumps, straightaways etc.) and the finishing line etc.

In order to register for the contest, from the “create” menu in the game, contestants must click on the dedicated contest section named “track editor contest” and must give their consent to taking part by clicking on the confirmation button.

Registration for the contest is conditional on accepting the clauses set out in these terms and conditions which upon registration, are considered to have been read and accepted throughout.

Every track received in this way will be assessed by a jury, as detailed in article 6 below.

## **4. EXCEPTIONS**

The following will be excluded from the contest:

- Projects which in any manner whatsoever breach third party rights, including copyright and suchlike and projects which breach the declarations and guarantees as per article 8 below.
- Projects considered offensive and/or which run counter to public morality and decorum, or which contain content which is defamatory or which infringes privacy.
- Projects which do not conform with the characteristics required under point 3 above.
- Any projects sent by minors.

## **5. CONTEST PERIOD**

Contestants may send their own track as of 14<sup>th</sup> April 2021 and no later than 14<sup>th</sup> June 2021.

Any works sent outside the above period will be rejected.

Winners will be selected and informed by 31 December 2021.

## **6. SELECTION CRITERIA**

Winner's selection will take place in two phases, as better described below.

### Phase 1

A Jury - made of members chosen by Milestone - will assess, at its own final discretion, all the tracks received, selecting those deemed most worthy of merit and interest. More specifically, 25 entries will be selected as "Finalists" on the basis of the following criteria:

- Aesthetics
- uniqueness,
- creative use of game dynamics,
- fun/playability.

### Phase 2

A technical commission made of members selected by the Promoter will then evaluate the 25 shortlisted entries selected as "Finalists" during Phase 1. Among these, 1 winner and 3 Reserves will be selected, on the basis of the following criteria:

- I. Buildability of the track
- II. Real-world impact and safety
- III. Real usability of the track by competition riders.

In order to properly evaluate the projects against the above criteria, the technical commission will also ask consult with Feld Motors Sport who will provide a final approval right on the winner and runners-up.

Should none of the tracks received be deemed worthy of merit and interest by the technical jury described above, no recognition of personal merit will be awarded.

The jury's opinions and decisions may not be contested and are final and binding.

## **7. RECOGNITION OF PERSONAL MERIT**

The jury will decide, at its final discretion, on the best track received in accordance with the criteria detailed under point 6.

By way of recognition of personal merit, the winning track will be physically built in January 2022 and will be used for one of the races in the 2022 supercross championship. It should be noted that the track will be completed subject to necessary adaptation and transformation, in order to render it technically buildable and in accordance with all applicable laws, including safety. Participants/Winners hereby accept and acknowledge that their design – where selected - may be adapted as above stated.

Under no circumstances whatsoever may any contestants who enter this contest by sending their projects, raise any claims, on any grounds and/or in any capacity, against the Promoter regarding participation in this contest and/or possible failure to have their proposal selected.

The creator of the most worthy of merit and interesting track will be contacted through the internal messaging system within 15 days of the date on which their project is selected and s/he must reply, providing their email address within 7 days of the date on which they are informed that they have won. Notice of their win will follow by email sent to the address provided and acceptance of recognition of personal merit will be requested within the strict time limit of 15 (fifteen) days after the date on which this person is contacted by email. Failure to sign the acceptance will be equivalent to non-acceptance. In the event of failure to accept by the strict time limit referred to above or in the event of refusal or waiver, the Promoter will proceed to assign the victory and recognition of personal merit to the creator of another track amongst those selected as runners-up in accordance with article 6 above.

#### **8. AUTHORISATIONS, DECLARATIONS AND GUARANTEES REGARDING CONTENT**

The Promoter reserves the right not to take into consideration content created using artwork and images which are deemed offensive and contrary to public morality (violent, vulgar scenes, illegal activities etc), which breach third-party rights in any way, with defamatory content, infringing privacy or breaching copyright.

Content must be free of copyright and will not be returned.

By sending their project, participants waive any rights they may have on it and acknowledge that such rights will be granted to the Promoter and that they won't be entitled to claim any compensation for any future use. Contents must not be subject to copyright and won't be returned.

By sending their project, every contestant accepts to enter the contest, declaring and guaranteeing that they are the sole creator of the project sent, thereby accepting full and total liability, on any grounds, without exception, with regard to ownership of the work, as a consequence indemnifying the Promoter from and against any and all liability, therefore including direct or indirect loss or damage caused to third parties in the event of any false declarations as to ownership of the work sent.

More specifically, by entering the contest, every contestant declares and guarantees:

- that the track sent is original and does not breach any individual's and/or legal entity's copyright and/or related rights and/or trademark/trade secrets/image rights or any other usage rights for commercial and/or industrial and intellectual purposes, without exception,
- that it will fully indemnify the Promoter and its successors and assignees and hold them harmless from and against any adverse consequence, including the need for compensation and/or indemnification caused to same as a consequence of breach and/or false declarations and warranties as per this article 7. More specifically, contestants will fully indemnify the Promoter and hold it harmless from and against all such costs, damage, charges, claims for damages and/or indemnification, without exception, as it may be ordered to bear as a consequence of the mere possession and/or use, including for commercial purposes, of the application and, therefore, also for breach of copyright, registered trademarks, patents rights, know-how, rights of invention, images and any other right, including exclusive rights, held by third parties.

The Promoter reserves the right, at its discretion, to suspend or cancel the contest as well as the associated recognition of personal merits, should facts and/or events occur which make it difficult and/or impossible to continue with the contest.

By entering the contest, each contestant hereby authorises the Promoter, should they win, to profit from the winning project for reproduction and commercial purposes, freely granting to the Promoter all rights, without exception, to profit financially, including for commercial purposes and image purposes, from the work, through any form of publicity and/or communication, without any time limits or geographical limits, hereby waiving any and all financial claims against the Promoter and possible

successors and assignees. The content must be free of copyright.

All competitors other than the winner will in all cases retain title to their right to profit financially from their project. The Promoter undertakes to respect and protect ownership of all works submitted.

#### **9. INVALIDITY OF REGISTRATION - FORFEITURE OF THE PRIZE**

At any time, the Promoter reserves the right to ask contestants for a copy of their identity documents or other documentation required for ascertaining fulfilment of requirements to enter the contest. Should a contestant refuse to cooperate for any reason, he or she will be excluded from the contest.

In the event of attempted fraud and/or false, inaccurate and/or partial declarations, the Promoter reserves the right to immediately exclude the contestant.

Contestants who, at the final discretion of the Promoter or third parties engaged by same, enter the contest using means and instruments which are deemed suspicious, fraudulent or as breaching the good running of the promotion, will be prevented from taking part and will be unable to benefit from any prize obtained.

#### **10. PRIVACY**

Information to be provided pursuant to article 13, European Regulation 679/2016 (known as "GDPR")

Any personal data provided voluntarily will be processed, primarily electronically and using analysis tools including statistical tools, by Milestone Srl in order to complete every stage of the contest named "MONSTER ENERGY SUPERCROSS 4 - TRACK EDITOR CONTEST". Furthermore, such personal data will be processed in order to comply with administrative and other compulsory rules in accordance with legislation applicable in Italy by virtue of EU decisions, and will be retained for as long as is necessary under these regulations. It is necessary to provide the data requested for the above purposes and failure to provide such data will make it impossible to carry out the administrative tasks relating to the contest and to comply with applicable legislation.

Subject to express consent being granted, the winner's data will be published on media such as internet and informative and promotional material, both in digital and hardcopy forms.

Retention of data for purposes of administering the contest will be limited to as long as is necessary for carrying out each single step and as required by applicable legislation. Subsequently this data will be anonymized in order to create statistical documentation and the identification data will be erased.

The Data Processor is: Promosfera srl, Via G. Giusti 65/A, 21019 Somma Lombardo (VA), Italy.

Those authorised to process personal data are the operatives responsible for sales and marketing, the call centre, IT systems and data security.

Pursuant to articles 15 – 21 GDPR, by writing to the data controller at the aforementioned postal address or using the form at the address <https://milestone.it/it/contact/>, it is possible for data subjects to exercise their right to consult, amend, or erase data and to exercise their right to be forgotten, as well as their right to restrict data processing or object to processing of their data for justified reasons for informative and promotional purposes. In the event that previously granted consent is withdrawn, which may be done at any time, it is agreed that this will not adversely affect the legality of processing based on consent previously granted or on legally permitted mechanisms which are alternatives to consent. It should also be noted that the data subject is entitled to raise a complaint with the data protection authority in order to assert his or her rights. By writing to the aforementioned postal address and compiling the form at the address <https://milestone.it/it/contact/> it is possible to request a complete, updated list of data processors.

Milestone's Data Protection Officer can be contacted by using the support service accessible through the link <https://milestone.it/it/contact/>; this will analyse requests received and will provide a response, including via the data controller, within the timeframe required by relevant law governing the protection of personal data, EU Regulation 679/2016.

Lastly, you are entitled to request data portability, in other words to receive your data in a structured, widely used, machine-readable format, in order to send it directly to another independent data controller, so that such data may be processed subject to the limits established by the data subject.

#### **11. COURT EXERCISING JURISDICTION**

Milan Law Court will exercise sole jurisdiction with regard to any disputes arising over these rules.

#### **12. TERRITORIAL SCOPE**

This contest is governed by Italian law.

Regulations governing Italian prize promotions do not apply to this activity as it falls within the category of cases which are subject to exclusion as per subparagraph a) paragraph 1 article 6 of Italian Presidential Decree n° 430/2001; recognition of personal merit constitutes the “prize” which will be awarded to the winner in accordance with article 7.

### **13. FINAL CLAUSES**

These Full Terms and Conditions have been written in Italian: any translation (in English or in other languages) is to be intended as a courtesy translation. In case of inconsistencies between the Italian and the translation version, the Italian version shall prevail.

To the extent permitted by law, the Promoter reserves the right to make changes to these Terms and Conditions, without prejudice to the rights previously acquired by Participants.

Any changes that may be made to these terms - during the course of the Initiative - will be communicated in advance to participants through the same communication methods used for advertising.

For any questions or doubts regarding this Contest, please contact the Promoter by completing the form at <https://milestone.it/it/contact/>