

DRAW TERMS & CONDITIONS: "VIDEO GAME MOTOGP™ 2020"

The participation in this draw implies full acceptance of these rules, published on the website www.motogp.com

1. Organizing Company

The company Dorna Sports SL (hereinafter Dorna) established in Madrid 28002, Príncipe de Vergara 183 and NIF B-84760800 organize on the dates indicated below, the free online Draw "*Video Game MotoGP™ 2020 Draw*" (hereinafter the "Draw") in accordance with the clauses established in these Terms.

2. Term

The valid term of participation in the Draw will be:

- From Wednesday, May 27 of 2020, 0:00 hour CET (Berlin time)
- Until Wednesday, June 17 of 2020, 24:00 hour CET (Berlin time), always provided that the registration form and participation required is completed.
- The winners' choice after Thursday, June 18 of 2020 and communicated according to the established in section six (6) of these terms.

3. Territory

The present Draw will be held in the following list of 61 countries. The prizes can not be delivered and downloaded from an IP address belonging to countries not included in this list.

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|-------------------|-------------|-----------------|
| 1. Australia | 11. France | 21. Lebanon |
| 2. Austria | 12. Germany | 22. Luxembourg |
| 3. Bahrain | 13. Greece | 23. Malta |
| 4. Belgium | 14. Hungary | 24. Netherlands |
| 5. Bulgaria | 15. Iceland | 25. New Zealand |
| 6. Croatia | 16. India | 26. Norway |
| 7. Cyprus | 17. Ireland | 27. Oman |
| 8. Czech Republic | 18. Israel | 28. Poland |
| 9. Denmark | 19. Italy | 29. Portugal |
| 10. Finland | 20. Kuwait | 30. Qatar |

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|------------------------|--------------------------|-------------------|
| 31. Romania | 42. United Arab Emirates | 53. Guatemala |
| 32. Russian Federation | 43. United Kingdom | 54. Honduras |
| 33. Saudi Arabia | 44. Argentina | 55. Mexico |
| 34. Slovakia | 45. Bolivia | 56. Nicaragua |
| 35. Slovenia | 46. Brazil | 57. Panama |
| 36. South Africa | 47. Canada | 58. Paraguay |
| 37. Spain | 48. Chile | 59. Peru |
| 38. Sweden | 49. Colombia | 60. United States |
| 39. Switzerland | 50. Costa Rica | 61. Uruguay |
| 40. Turkey | 51. Ecuador | |
| 41. Ukraine | 52. El Salvador | |

4. Purpose

The purpose of this Draw is to promote the launch of the Videogame MotoGP™2020, as well as collecting data from potential MotoGP™ fans in order to send them related promotional communications about other products and services, always according to the Privacy Policy accepted when participating and available on the official MotoGP™ website (<https://www.motogp.com/en/Terms+of+Use>) and to the current applicable data protection laws.

5. Participation requirements.

All the participants must be at least 16 years old and:

1. Participate in the online memory game the goal of which is to make pairs in the shortest time. The times achieved do not interfere in the result of the Draw. The game allows the participants to play up to three (3) times per Ip address/navigator before filling in the registration form, as explained below.
2. Fill in the registration form with the following data: First Name, Last Name and a valid and personal email. It is also mandatory to accept the fields regarding these terms and the privacy policy. Once you have complied with the previous registration and send it, when it will be properly received by DORNA it will compute as a participation in the Draw.

The personal data with which the participants fill in the registration form must be truthful data.

Participants can only play 3 times per IP address /browser in the online memory game and register one (1) time per email, said data will become part of the database for the Draw. Each participation constitutes one data entry correlative and chronological. The position obtained in the participation database determine the winners in the way described in section 7 of these terms.

DORNA reserves the right to exclude from participation in the Draw all those participants that may breach any conditions for participation included in these terms. The exclusion of a participant, whatever the cause, carry the loss of all rights derived from the condition as such.

6. Prizes and delivery of the prizes

The prizes are:

- 10 prizes. Each prize consists in one (1) digital copy for PS4 of the game MotoGP™ 2020, the official MotoGP™ videogame.

Prizes referred will only be attributed, complying with all applicable laws, to Participants with legal residence/domicile in any given territory where the prize can be legally delivered.

Tax regulation of the prizes will be according to the applicable law. Any tax burden that the acceptance of the prize may involve shall be borne by the winners according to their tax domicile. DORNA may request winners to provide DORNA with a tax residence certificate granted by the relevant Tax Authority for the purpose mentioned above.

Any other expenses related to the Draw that are not expressly assumed by DORNA in these Terms shall be borne by the winners.

DORNA reserves the right to substitute the above prizes for others with similar characteristics and equal or greater value.

All winners will be notified by e-mail. Once the email to the winner has been sent, such winner must respond that email in order to set up the delivery details within fifteen (15)

days of the email sending date. Should no answer arrive during such term or the winner waives the prize, such prize will be given to the new winner as explained below.

Prizes may not be sold/transferred without the prior written consent of DORNA. Participants cannot request a cash alternative or substitution of the prize.

The prizes shall be provided and delivered directly to the winners by email consisting in an alphanumeric code for downloading the videogame.

7. Winners Determination

Selection of the winners shall be done within the following working day once the draw has ended.

There will be ten winners. The winners shall be selected from a list that will be created as users are registering participation. That is, the received data will be included by chronological order in a list and each data will receive a number (number 1, being the first user to register). The winners will be picked up from the final list by calculating the number from applying a concrete percentage to the number of participants included in the list, as follows (the resulting number shall be taken downwards with no decimals):

- 1st winner: the number resulting of applying a 5% of the final list;
- 2nd winner: the number resulting of applying a 15% of the final list
- 3rd winner: the number resulting of applying a 25% of the final list
- 4th winner: the number resulting of applying a 35% of the final list
- 5th winner: the number resulting of applying a 45% of the final list
- 6th winner: the number resulting of applying a 55% of the final list
- 7th winner: the number resulting of applying a 65% of the final list
- 8th winner: the number resulting of applying a 75% of the final list
- 9th winner: the number resulting of applying a 85% of the final list
- 10th winner: the number resulting of applying a 95% of the final list

As way of example: if the list consists of 3.523 participants, the 75% is 2.642,25. We shall take the number downwards and without decimals. Therefore, participant number 2642 would be the 8th winner of the draw).

If a winner cannot be located (as established herein) or not correctly identified, the new winner would be the subsequent participant in the list. Using the same example as above, the 8th winner would be participant number 2643.

8. Limit of liability.

The acceptance of these Terms and Conditions constitutes permission for DORNA to use the photographs (if any), names or nickname, country and results of Participants at its sole discretion for publicity purposes. DORNA may publish the data mentioned on www.motogp.com and on any other third-party authorized sites included but not limited to youtube.com, facebook.com, twitter.com, newsletters etc.

Accordingly, by participating in the Draw, each Participant explicitly agrees to the use and publication of his/her name and image (only if available a photo when required by DORNA).

DORNA reserves the right to suspend, interrupt or cancel the Draw due to any unexpected cause without prior notice.

The Draw is not open to employees of DORNA (and/or any employee of associated companies of DORNA), their relatives, agents or agents' relatives or any employees of companies involved in the development or support of MotoGP™, the Draw or its Prizes.

DORNA cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any Participant entering the Draw. DORNA is not responsible for any problems or technical malfunction of any broadband telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to a Participant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in relation to Draw and if applicable, the prize. By participating in the Draw, you agree that no claim relating to any such loss or injury (including without limitation special, indirect or consequential losses) shall be asserted against DORNA, its parent companies, sponsors, affiliates, directors, officers, employees or agents.

The present terms, and any other additional conditions published on the www.motogp.com constitute a full agreement between DORNA and the Participant in relation to the participation on the draw.

If it is found by a Court that any of these terms for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

Nothing in these terms and no action taken by the Participant or DORNA under these terms shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other relationship between the parties beyond the contractual relationship established under these terms.

The Participant is obliged to comply with any additional conditions indicated on the www.motogp.com, likewise any conditions able to be modified in accordance with a change in law.

DORNA will be permitted to modify in whole or in part the present terms at any given moment, at its sole discretion and without prior notice to the Participant.

Force Majeure. For the purpose of these terms, "Force Majeure" means any cause beyond the control of one of the parties including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, pandemic, fire, explosion, flood, electricity black-out, network or server failure, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defense requirements, actions taken by the police, acts or regulations of national or local governments. DORNA will not be liable to the Participant for failure to perform any obligation under these terms to the extent that the failure is caused by Force Majeure.

DORNA is entitled to assign any right and obligation under these terms provided that the Participant's rights are not adversely affected.

9. Data Protection

The data controller is DORNA SPORTS, SL with registered office at Madrid 28002, (Spain) Calle Príncipe de Vergara 183 and NIF B-84760800. DORNA takes very seriously the protection of your privacy and your personal data and therefore, DORNA undertakes to treat your data with the utmost care and diligence.

In accordance with the provisions of the applicable data protection regulations and specifically with the GDPR (Regulation (EU) 2016/679), each Participant consents DORNA to process its personal data with the acceptance of these Terms. The personal information provided will be incorporated in a file owned by DORNA.

We inform you that your personal data will be used for the following purposes:

- To process the participation in the Draw and if necessary, to proceed with the delivery of the prize with the corresponding withholding taxes.
- To send commercial information from third party's products and services promoted by DORNA.
- To send commercial information from DORNA related to MotoGP.

For the purposes previously mentioned your data may be communicated to Easypromos, SL, with CIF B-65576878, Bonastruc Porta 20, 17001 Girona, Spain, who will act as data processor, always on behalf and under DORNA's instructions.

Winner's data may be published in Dorna's platforms and official social media accounts. This publication may involve an international data transference to a country whose standard data protection laws not present the equivalent to the European one. Draw participants accepts such transfer notwithstanding DORNA may take additional measures to grant the security level of data.

The conservation period may vary depending on data processing purposes:

- If the participant has NOT provided specific consent for marketing purposes, the data will be cancelled once the Draw will be finished.
- If the participant has given specific consent to receive promotional mails, DORNA will keep the data as long as participants do not expressly exercise the right to rectification or erasure.
- DORNA may keep winner's data for the purposes stablished in the applicable law, among other, tax laws.

The Participants have the following rights related to its personal data: access, rectification, cancellation or objection. Participants can exercise all these rights at the following email address legal@dorna.com indicating the reason for their request. Participants can also send your request by post mail to: Dorna Sports S.L. 28002, Madrid, (Spain) Principe de Vergara, 183 to ATT: Legal Department. Request must include an official id where the name can be read in Latin alphabet.

Without prejudice to any other administrative remedy or legal action, the Participant shall have the right to file a claim with Data Control Authority in the European country where it is the participant's residence, in case of considering that the treatment of the personal data is not adequate to the regulations, as well as in the case of not feeling satisfied with the exercise of its rights. The Data Control Authority where the claim has been presented will inform the claimant about the course and the result of the claim.

The Participants guarantee that the personal data provided is truthful and they are responsible for communicating to DORNA any modification. DORNA recommends the Participants to share its Personal Data with the maximum diligence and the use of security tools, not being responsible from modification or loss of illicit data.

For more information, you can consult DORNA's privacy policy through the following link: <https://www.motogp.com/en/Terms+of+Use>.

10. Applicable law and jurisdiction

These terms are governed by Spanish law. The participants and the organization accept that any controversy that may arise in the interpretation or execution of these terms will be subject to the jurisdiction of the Courts of Madrid.

Any claim regarding the draw must be submitted, in writing, to Dorna Sports SL, Narcís Monturiol 208960 Sant Just Desvern - Spain, to the Att. of the Department Legal, before thirty (30) subsequent days to the last day, as indicated in these rules.

In case of controversy in the application or interpretation of these terms and in the absence of an amicable agreement, all disputes shall be subject to the Courts of Madrid.

11. Acceptance of the bases

Participants acknowledge that the mere participation in the draw implies the necessary acceptance of these terms and the submission to decisions based on DORNA'S interpretation of the terms.

DORNA reserves the right to modify the terms of the Draw, partially or totally at any time. Also, DORNA reserve the right to declare the prize null and void in case of detecting any irregularity. In case of any modification, it will be duly disclosed to the participants in DORNA's website and in the same platforms that the Draw has been published.

