

"FOLLOW THE COLOR AND WIN THE MISANO GPI!"

Contest

Pursuant to Article 11 of Italian Presidential Decree n. 430 issued on October 26, 2001

Promoting company	Hero Europe S.r.l.
Registered office	1 VIA DEL BRICCO – 12040 SALMOUR (CUNEO)
Tax code and VAT number	IT 05209190965
Authorized subject	IPM Italia S.r.l., 13 Via Stradella, 20129 Milan
Purpose and promoted products	To promote the promoter's brand and sales of its products
Duration	From 15/07/2024 to 28/07/2024
Final awarding	By August 2, 2024
Participants	Natural persons, over 18 (hereinafter, "User/s").
Estimated sweepstake	Euro 1220.00 (including VAT).
Deposit	Bank guarantee in favor of the Italian Ministry of Economic Development (currently the Ministry of Enterprises and Made in Italy) to cover the value of the jackpot (pursuant to Article 7, paragraph 2, of Presidential Decree n. 430 issued on October 26, 2001).
Advertisement material	This initiative will be promoted on websites and social networks. The promoter reserves the right to advertise the event through the methods it deems most suitable. In any case, the event will be promoted in accordance with these Terms and Conditions.
Publishing of the Terms and Conditions	The full document will be available on eu.hero.ca

Subject of the contest:

The subject of the contest is the creation of a catchphrase for Hero's sponsorship of VR46. More specifically, the Users must publish a written comment to the specific post published on the Promoting Company's official Instagram page @hero.eur.

Contest procedure:

Throughout the promotion period, Users can participate in the contest and fight for the top prize without compulsorily purchasing goods or services, through the procedure hereinafter.

From July 15, 2024, to July 7, 2024, the Promoting Company will publish 1 piece of content (hereinafter referred to as "Post") on its official Instagram page.

To take part in the contest, Users must log in to Instagram (hereinafter, "IG") using their credentials and:

- Follow the Promoting Company's official page **@hero.eur**
- Comment on the Post (hereinafter, "Comment/s"), staying on topic with the contest.

At the end of the promotion period, all the Users who have posted an approved Comment to the Post will be granted an (1) admission to compete. The final prize will be assigned by a jury, which will vote for the best Comment.

Users may post any number of Comments they wish, although a single Comment to the Post may run for the final prize.

The User's Instagram account must not be private.

The jury will strictly consider the Comments referred to the Post by the Promoting Company, thus Comments by the Users in reply to other, previously published Comments to the Post will be ignored.

All Comments must be published by 11:59 p.m. on July 28, 2024.

Participant responsibility:

Upon publishing their Comments, Users take on the related responsibility and state that they have read, understood, and accepted the full Terms and Conditions and specific requirements.

More specifically, Users shall guarantee:

- that they are the authors and owners of all authors' rights on the Comment published and that it is an original, creative product and not a copy or reproduction of a third-party product;
- that the Comment does not include abusive, insulting, defamatory, or menacing messages or pornographic, vulgar, or obscene text – otherwise, the User will be immediately excluded from the contest;
- that the Comment does not include the names of other businesses that are not involved in the contest or that, even indirectly, represent or promote other companies that are not involved in the same (e.g., MotoGP, Ducati, Yamaha);
- to be aware that they have full responsibility over the content of their Comment, and consequently release the Promoting Company from liability for any damages or request for reimbursement, including legal expenses, in case of noncompliance with the Terms and Conditions. Therefore, the Promoting Company shall not be, in any way, held liable for requests for reimbursement of any kind made by third parties as a consequence of the elements and/or subjects included in the Comment;
- to be aware that a violation of the above may cause – as soon as it is recorded – the exclusion from the contest, without prejudice to the right to claim further damages;
- to be aware that, by way of the sending/publication of the Comment, the undersigned, in the capacity as the owner of the Comment, grants to the Promoting Company, without expecting any compensation whatsoever and without spatial or temporal limits, the exercise of all authors' rights for commercial use, including but not limited to: the right to publish the Comment in any way and form; the reproduction, installation, circulation, and broadcasting through any means and medium of the comment; the public representation, conveyance, or exposure of the Comment, even in a partial, modified, adapted, or adjusted form in the context of advertisement campaigns;

the right to extrapolate intellectual property, to translation, and all the related rights;

- to be aware that once the Comment is published, it will be visible online. The Promoting Company will not account, in any way, for the eventual third-party use and/or abuse of the material published and/or circulated;
- to be aware that the Comment published must be coherent with the topic of the contest – otherwise, the User will be immediately excluded from the latter.

Moderation:

For the purposes of participation, every Comment published by the User will undergo moderation.

The Promoting Company reserves the right to accept, for the purposes of the contest, only the Comments that, at their incontestable discretion: do not damage another's image; are not offensive or morally inappropriate; do not damage another's rights or are biased, defamatory, obscene, vulgar, slanderous, or racist; advertise any commercial activity that is not coherent with the topic of the contest or aim to promote any brand, product, or service other than the Promoter's; contain non-original content that the participant copied from other sources; whose content violates the Italian Law or is a breach of public decency, privacy laws and, in general, the ongoing legislation.

Approved comments alone will be valid for the purposes of this initiative.

The Promoting Company reserves the right to delete – at any time, thus even after the publication through the IG page – any Comment that, at their incontestable discretion, may be considered offensive, noncompliant, or harmful to the rights of third parties.

All of the material sent/published by the Users shall not contain any viruses, Trojan horses, worms, time bombs, or other programs designed to harm, irreparably interfere with, surreptitiously block, or expropriate any data from the application to load photos and/or the contest webpage.

Moreover, the Promoting Company reserves the right to remove, at any time, the Comments uploaded, either independently or upon request by a third party or by the Legal Authority and/or the Data Protection Authorities in case of complaints on the lawfulness or legitimacy of their publication.

Participation and limitations:

Participation in the contest is only open to natural persons, 18 years old and above.

For the purposes of participation, all Users may take part in the final prize presentation with one (1) admission to compete corresponding to the first valid Comment to the Post published during the time of promotion. The sending of additional valid Comments other than the first comment, referring to the same Post, will not give the User the right to additional admissions to compete.

NOTE: For the purposes of valid participation, Users must be included in the list of followers of the official Promoting Company page on the date of admission to compete.

Ineligibility:

Employees or contractors of the Promoting Company, its representatives, or any other company involved in the contest and its management are ineligible for the contest.

Final prize presentation:

The final prize presentation will occur in the presence of a notary public or representative of the related Chamber of Commerce by August 2, 2024.

A specific jury formed by the Promoting Company will assess, at its incontestable discretion, all valid Comments published, following these criteria:

- Compliance with the subject of the Contest;
- Originality, creativity, coherence, and naturalness.

The jury will vote for the winner, who will win the final prize. It will also select ten (10) reserves. Reserves will only be called up in case the prize is not assigned or not claimed. They will be called up following the order of assignment.

It is specified that the Comments will undergo the jury's assessment in an anonymous form.

Details of the prize:

Description of the prize	Qty.	Value (including VAT)
Two tickets + guest pass for the Pertamina Enduro VR46 Racing Team paddock at the San Marino and Rimini Riviera Grand Prix on Friday 6, Saturday 7, and Sunday 8 September, including lunch and café services at Civico 46*	1	EUR 1220.00

*The prize does not include transfers to and from the event and all transfers and room/board services not included in the schedule, as well as any personal expenses and anything not specifically included in the prize package.

Winners shall have nothing to claim should they be unable to benefit from the prize, for whatever reason, after it is awarded. In any case, the prize will be considered fully awarded and the winner shall have nothing to claim from the Promoting Company. The prize is non-refundable and non-transferable. In the case of a no-show of the winner (or his/her partner), the prize will still be considered assigned and the winner shall have nothing to claim.

Market value of the prize:

The total sweepstake amounts to EUR 1220.00 (including VAT). It is understood that the market value of the prize is its value on the date of issue of the Terms and Conditions.

Notification of the win and delivery of the prize:

The Promoting Company will notify the winner within two working days from the date of the memorandum of assignment through a private IG message to the User. Users receiving such a message must provide their e-mail addresses to receive instructions to claim the prize.

From the moment of notification, winners shall send the requested documents (ID card and prize acceptance form) within 5 days.

Should the winners not send the requested document within such time (5 days from the notification), or in case they are unavailable, or in case of any other anomaly, the prize will be considered unassigned. The first reserve winner will be contacted using the same method and so on until the prize is assigned to one of the reserves. Should the prize not be assigned to any of the reserves, it will be offered to a specified non-profit organization.

The Promoting Company is exempt from any liability for unreceived documentation or eventual misunderstandings/errors of any kind.

Reassignment of the prize:

The winner shall have no right to reassign the prize to a third party.

Delivery of the prize:

The prize will be delivered by the Promoting Company through the method deemed most suitable by the same to guarantee that the prize is actually handed to the winner.

Deadline for the Prize assignment:

Prizes shall be assigned within 6 months from the end of the contest or on the date of the prize request,

as established in Presidential Decree n. 430 issued on October 26, 2001.

Unassigned or unclaimed prizes:

Unassigned or unclaimed prizes (not including declined prizes) will be donated to the following non-profit organization: Fondazione ABIO Italia Onlus per il Bambino in Ospedale (organization for children in hospitals), headquartered at 33 Via Don Gervasini, 20153 Milan (tax code: 97384230153).

Tax Withholding:

The Promoting Company commits to depositing the tax withholding pursuant to Article 30 of Presidential Decree n. 600 issued on September 29, 1973.

Waiver of the right to recover the Tax Withholding:

The Promoting Company hereby states that it does not intend to exercise the right to recover the tax withholding from prize winners (Article 30, Presidential Decree n. 600 issued on September 29, 1973).

Declined prizes:

Should the winner expressly decline the prize, the latter may remain available to the Promoting Company.

Server location:

The Promoting Company states that the server used to process entries is located abroad. Entry data shall be copied on a server located nationally.

The Promoting Company commits to providing the Public Administration with the database related to the contest upon request by the corporate accountant or a subject legally authorized to have judicial or extra-judicial relationships with the Public Administration.

The server containing participant data used to identify the winner (prize assignment operations) is located nationally.

Note:

Participation to this contest is contingent upon full acceptance of the Terms and Conditions. Participation is free, other than the cost of browsing the website, which will be calculated and charged based on the Users' price plan, without surcharges.

Consider that for the purposes of the Terms and Conditions, this contest is not, by any means, sponsored, supported, or administered by "Instagram" or linked to the same in any way. IG shall not be held liable by the contest participants. Should the name and surname on the winners' account not correspond to their ID, the Promoting Company may request the appropriate documentation proving their ownership of the Instagram account.

Privacy notice:

The Users' personal data shall be processed in accordance with Regulation (EU) 2016/679 for the protection of natural persons in terms of personal data, also using electronic instruments, for the purposes of a comprehensive performance of the contest.

The full privacy notice is available on the website <https://eu.hero.ca/it/informativa-privacy-e-termini-legali/>

Fulfillments and guarantees:

The Promoting Company shall not take on any responsibility for issues related to access, hindrance, malfunction, or faults related to technical means, computers, cables, electronic systems, software, hardware, transmission, connection, phone lines, or Internet connection that may prevent the User from taking part in the contest and/or receiving a prize notification.

The Promoting Company reserves the right to prevent participation or revoke prizes for all Users taking part unfairly (dual identity, multiple entries of the same subject with two Instagram accounts, illegitimate Comments, etc.).

Moreover, the Promoting Company shall not take on any responsibility for a failure to deliver the prize notification due to incorrect e-mail addresses and/or illegitimate personal data of the winner, or in case of a full or no longer active inbox, or if the e-mail is not received on time as it has ended up in the spam folder, or if the e-mail specified in the registration phase is included in a blacklist or any other case where

the responsibility is not ascribable to the Promoting Company. The Promoting Company may not, in any case, be deemed responsible for eventual issues emerging during the use of the prizes or in case the event schedule is modified.

Users that, at the incontestable discretion of the Promoting Company – or third parties put in charge by the same to manage the contest – are considered winners through means and devices that can circumvent random selection, or are considered suspicious, fraudulent, or breaching the regular course of the initiative, may not be assigned the prize ~~won in such a way~~. The Promoting Company or the companies put in charge by the same to manage the contest reserve the right to take action, in the measure deemed most appropriate and pursuant to the ongoing law, to restrict and hinder any initiative made to circumvent the regular operation. Images and colors of the prizes shown on all promotional material are for illustrative purposes only.

Should the prize be unavailable, the Promoting Company reserves the right to replace it with one of equal or greater value. Prizes are not convertible to cash or cash equivalents.

Any request by participants for alternative prizes will be rejected.

For all that has not been specified in these Terms and Conditions, the Promoting Company abides by the items of Italian Presidential Decree n. 430/01.