

## GRID Legends – Bell and Ross Giveaway - Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. YOU MUST OWN OR HAVE ACCESS TO GRID LEGENDS ON XBOX ONE, XBOX SERIES X|S, PLAYSTATION 4, PLAYSTATION 5, OR PC (STEAM, ORIGIN, EA APP).**

This Contest is sponsored by Electronic Arts Inc. (“EA”), 209 Redwood Shores Parkway, Redwood City, CA, USA 94065.

**1. Eligibility.** To enter the GRID Legends – Bell and Ross Giveaway (“Contest”):

- You must be a legal resident of Australia, Austria, Belgium, Bulgaria, Canada (excluding Quebec), Chile, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, Hungary, Malaysia, Netherlands, New Zealand, Norway, Poland, Portugal, Singapore, Slovakia, South Africa, South Korea, Sweden, Switzerland, Taiwan, Thailand, Ukraine, United Kingdom, or the United States (including the District of Columbia and Puerto Rico).
- You must be at least 18 years of age.
- Your participation in the Contest means you agree to these Official Rules.
- You may not be an employee of EA or any of its related companies or representatives (“Agents”) or the immediate family member or household member of an employee.

This Contest is subject to various national, state, territory, and local laws and regulations, and is void where prohibited. EA’s decisions are final in all matters related to the Contest.

**2. To Enter.** Upload onto TikTok or Instagram a unique video featuring gameplay from GRID Legends that does not exceed 20 seconds, between April 4<sup>th</sup>, 2022 12am UTC and April 15<sup>th</sup>, 2022 11:59pm UTC (“Contest Period”) including the #GRIDLegends and #BellandRoss hashtags (“Entry”). No other method of entry will be accepted. EA will accept multiple Entries per person, up to 3 (THREE). Completed Entries must be received by April 15<sup>th</sup>, 2022 11:59pm UTC. All Entries become the property of EA and will not be returned.

Limitations on Entries: You may not share the same username and/or email address with multiple entrants. If you attempt to obtain more than the permitted number of Entries by using multiple or different email addresses, identities, or any other method, your Entries will be void. If you use any automated process or cheat to participate, such as a bot, EA will disqualify you from the Contest. No group/team efforts, or multi-author(ed) Entries will be accepted in this Contest. For purposes of this Contest, all Entries will be presumed authored by the person submitting the Entry.

By entering, you warrant that your Entry contains only EA-provided materials and/or your own original creations. You further warrant that your Entry does not contain any third party copyrighted materials, and does not violate or infringe the copyrights, trademark rights, rights of publicity/privacy, or any other rights of a third party. If EA has provided creative materials for use in the Contest, you understand that EA grants you a limited, non-exclusive, non-commercial license to use those materials solely in connection with the Contest. Entries must not incorporate any person’s facial likeness or name (including yours). Entries must not have been submitted in other contests or been previously published. Entries must be appropriate for audiences at least seven years of age. Entries must not contain any racial, religious or ethnic slurs, explicit language, obscene, pornographic, violent, or sexual content, libel, hate speech, references to alcohol, drugs or other illicit substances, or otherwise unlawful or inappropriate content, as determined by EA in its sole discretion.

**3. Prizes.** There is 1 (ONE) prize. Your odds of winning a prize depend upon the number of eligible Entries and the relative skill of the other entrants. All approximate retail values (“ARV”) are expressed in U.S. Dollars, Australian Dollars, and Euros. ARV of total prize pool: 3,500 US DOLLARS, 4,700 Australian Dollars, 3,100 Euros. Prizes are not transferable, and no substitution of prizes for cash or other goods and services is permitted. If for any reason an advertised prize is unavailable, EA reserves the right to substitute a prize of equal or greater value. Winners are responsible for any applicable taxes on prizes.

Prize: 1 (ONE) winner will receive 1 (ONE) Bell and Ross BR 03-92 watch; 3,500 US DOLLARS, 4,700 Australian Dollars, 3,100 Euros ARV.

**4. Entry Judging, Public Voting.** At the close of the Contest Period, qualified employees of EA or its Agent (“Contest Judges”) will evaluate the eligible Entries and select FIVE finalists (“Finalists”) according to the following skill-based criteria: Creativity within the time constraints and relevance to GRID Legends. The Contest Judges’ decisions regarding the selection of the Finalists (and any tie-breaking decisions) are final and binding.

On or about April 18<sup>th</sup>, 2022 EA or its Agent will post the Finalist Entries at [www.twitter.com/gridgame](http://www.twitter.com/gridgame) for public voting based on the same criteria detailed above. Public voting will take place between April 18<sup>th</sup>, 2022 10am UTC and April 21<sup>st</sup>, 2022 10am UTC (“Voting Period”). Anyone is free to cast their vote for any Finalist Entry during the Voting Period.

Following the close of the Voting Period, the potential winner(s) will be determined based on the Finalist Entry(ies) with the highest ranking or greatest number of votes as evidenced by public voting results. In the unlikely event of a tie based on public voting, the Contest Judges, in their sole and absolute discretion, will break the tie by re-applying the criteria detailed above to select a potential winner(s).

**5. Winner Notification.** Potential winners will be notified on or about April 21<sup>st</sup>, 2022 by direct message specified in the winning Entry. If EA cannot contact a potential winner, the prize is returned as undeliverable, or a potential winner fails to sign and return any requested documents or information within the required time period, the potential winner forfeits the prize.

If a potential winner is disqualified, or the prize is forfeited for any reason, EA will award that prize, time permitting given the nature of the prize, to an alternate winner using the skill-based criteria set forth above from all remaining eligible Entries. Only 3 alternate winners will be selected, after which EA may donate the prize to a charity of EA’s choice.

**6. To Claim a Prize.** If you are selected as a potential winner, you may be required to complete and sign a Winner Declaration & Release (“Winner’s Release”) to claim your prize, which EA will provide within 14 days of the first attempt to notify you. Potential winners may be required to provide a shipping address to claim a prize. Allow 4-6 weeks for delivery of a prize via mail.

**7. Release.** To the extent allowable under applicable law and, in Australia, subject to and without excluding, restricting or modifying any rights or remedies to which you may be entitled as a consumer under the consumer guarantee provisions of the Australian Consumer Law in relation to the operation of the Promotion and any prize won, you agree to release EA, TikTok, Instagram, Twitter and its [/THEIR] Agents, officers, directors, and employees (the “Released Parties”) from any legal claims, including without limitation claims related to personal injury, death, or damage to or loss of property arising out of participation in the Promotion, or receipt, use, or misuse of any prize, except for residents of the United Kingdom and France with respect to claims resulting from death or personal injury arising from

EA's negligence and for residents of the United Kingdom with respect to claims resulting from the tort of deceit or any other liabilities that may not be excluded by law.

**For residents of Austria, Germany, Poland, Switzerland:** By participating in this Promotion, you acknowledge: (1) In regard to a prize or any other products or services offered by EA and/or its affiliates free of charge, EA shall only be liable for intent and gross negligence. (2) In all other cases, EA shall only be liable in cases of intent and gross negligence. In case of slight negligence, however, EA is only liable for the breach of essential contractual obligations, such as delay or impossibility of performance, for which EA can be held responsible. The liability in the event of breach of such an essential contractual obligation is limited to the typical contractual damage, whose occurrence could be expected by EA upon conclusion of the contract based on the circumstances known at that time. "Essential contractual obligations" are those obligations whose fulfillment is essential to enable the proper implementation of the contract, and the achievement of its purpose and whose observation you as an end consumer may rely upon. The foregoing limitations of liability shall not apply in the case of explicit guarantees by EA, in case of malice and injuries to life, body or health, as well as in the case of mandatory statutory regulations. Nothing in these Official Rules shall deprive you of the consumer protection rights granted to you by the laws of your residence that cannot be derogated from by agreement.

**8. Privacy and Publicity.** Nothing in these Official Rules shall be deemed to exclude or restrict any of your statutory rights as a consumer. If you participate in the Contest, you consent to EA's processing your personal information name, address, contact telephone number, email address ("Personal Information") in accordance with EA's Privacy & Cookie Policy, which you can read at <https://www.ea.com/legal/privacy-policy>. You also consent to EA's use of your Entry, personal name, user/screen name, social media handle, likeness, photograph, voice, opinions, and/or hometown and state ("Entry Data") for promotional purposes. EA (or its Agent) has the option, but not the obligation, to use your Entry Data in any media, worldwide, without any further attribution, notification or compensation. Some jurisdictions prohibit the mandatory consents described above, so some or all of them may not apply to you.

**For Residents of the European Union:** The organizing entity shall be considered the data controller for the database containing Personal Information, and it provides for an appropriate data protection level. You understand that your Personal information shall be processed for the purposes outlined below, in accordance with EA's Privacy and Cookie Policy, (see <https://www.ea.com/legal/privacy-policy>).

Personal Information will be used for the purposes of:

- Organizing, running and monitoring the Promotion and prize fulfillment, including, if you win a prize, publishing (i) your name on the Winner(s) List and (ii) your name and country of residence online or in any other media in connection with the Promotion, as described in this Section 7 above; and
- Any additional processing activities to which you consent and/or acknowledge as applicable.

**9. License.** By entering this Contest, you expressly grant to EA and its Agents a non-exclusive, perpetual, worldwide, complete, sub-licensable and irrevocable right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the Entry, or any portion thereof, in any manner or form, without notice, payment or

attribution of any kind. You agree not to assert any moral or similar rights you may have in your Entry. EA has the right, but not the obligation, to use any of the Entries.

**10. General Conditions.** EA reserves the right to cancel, suspend, or modify the Contest, (or any part of it) if fraud, technical failure, human error or any other problem impairs its proper operation. In that event, EA may hold a random drawing from among all eligible Entries received up to the date of suspension for any of the prizes offered. EA reserves the right to disqualify any person it finds to be in violation of these Official Rules (including tampering with the entry process or the operation of the Contest), or acting in an unsporting or disruptive manner. If you attempt to deliberately undermine the legitimate operation of the Contest, it may be a violation of criminal and/or civil law, and EA reserves the right to seek damages from you to the extent permitted by law. EA's failure to enforce any term in these Official Rules shall not be a waiver of that term.

**11. Limitation of Liability.** The Released Parties are not responsible for: (1) inaccurate information, whether caused by entrants, typographical errors, or by equipment or programming associated with the Contest; (2) technical failures, including without limitation network malfunctions, interruptions, or disconnections; (3) unauthorized intervention in the entry process or the Contest; (4) technical or human error in the administration of the Contest or the processing of Entries; (5) late, lost, undeliverable, damaged or stolen mail or electronic communications; (6) ineligibility for any reason, including entrant's misunderstanding of the Official Rules and requirements or the entry process. If for any reason your Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another Entry in the Contest, if possible. EA will award no more than the stated number of prizes. If production, technical, programming or any other reasons cause more than the stated number of prizes to be available and/or claimed, EA reserves the right to award only the stated number of prizes. Some jurisdictions prohibit the limitations described above, so some or all of them may not apply to you.

**12. Disputes.** Unless you are a resident of a member-state of the European Economic Area, South Korea, or Switzerland, all disputes, claims or controversies arising out of or relating to the Contest, including the marketing and promotion of the Contest ("Disputes"), shall be resolved exclusively by binding arbitration in the United States under the laws of the United States. The only Disputes not covered by this Section are claims (i) regarding the infringement, protection or validity of your, EA's or EA's licensors' trade secrets or copyright, trademark or patent rights; and (ii) those brought in small claims court.

- You and EA shall first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. EA will send its Notice of Dispute to the contact information in your Entry, or other address you provide for this purpose. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA USA 94065, ATTENTION: Legal Department.
- If you and EA cannot resolve a Dispute informally, you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person,

through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

- YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall not consolidate another person's claims with your claims and shall not preside over any type of representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- If you live in the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before EA makes its final written submissions to the arbitrator, then EA will: pay you 150% of your arbitration award, up to \$5,000 USD (or equivalent in your national currency) over and above your arbitration award, and reimburse the arbitration fees that you paid to the AAA.
- **For residents of Australia:** The Contest is governed by the laws of the United States, provided that you will not be deprived of your statutory rights and legal protection as a consumer granted by the laws of Australia. The court of jurisdiction shall be your country of residence.

**13. Winner List.** EA will post the winner list at [www.gridgame.com](http://www.gridgame.com) for two weeks following winner verification.

© 2022 Electronic Arts Inc.