

## OFFICIAL RULES

### **DAINESE USA, INC. Win a Trip to 2019 Grand Prix of the Americas in Austin Texas (“COTA”) and Meet Valentino Rossi.**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING:** THIS GIVEAWAY IS VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA WHO HAVE ATTAINED THE AGE OF 18 AS OF THE START OF THE CONTEST.

**This giveaway is not sponsored, endorsed or administered by INSTAGRAM or FACEBOOK, nor is INSTAGRAM/FACEBOOK associated with the giveaway in any way. Any questions, comments or complaints regarding the giveaway must be directed to the Sponsor or Administrator, and not INSTAGRAM or FACEBOOK**

1. **SPONSORS:** DAINESE USA, INC. ("Sponsor") and its associated entities with offices at 1001 Brioso Drive, Costa Mesa, CA 92627 is the sponsor of the **Win a Trip to COTA and Meet Valentino Rossi**.
2. **CONTEST PRIZES:** Sponsor will randomly select 2 winning entrants as described in section 6 below. Winners will receive a paid trip to Austin Texas between April 11 and April 14. This includes a flight for 2 to Austin TX, hotel room for 2 for 3 nights, tickets to the event, and a 20 minute meet-n-greet with Dainese athlete Valentino Rossi (see section 7 below for restrictions and conditions). The approximate retail value of the prizes is \$4000.00. Sponsor reserves the right to substitute any or all of the prizes with an article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred.
3. **HOW TO ENTER / USE OF PERSONAL INFORMATION:** You may enter the contest by signing up at any of the Dainese store retail accounts in the USA, or online at <https://subscribe.dainese.com/cota-2019> **APPLYING, ENTRANTS AGREE THAT SPONSOR MIGHT FEATURE THEIR NAME AS WINNERS ON THE DAINESE INSTAGRAM FAN PAGE AND/OR DAINESE PARTNER INSTAGRAM FAN PAGE/WEBSITE, AND AGREE TO RECEIVE OFFERS OR INFORMATION FROM DAINESE OR DAINESE PARTNERS VIA THE EMAIL ADDRESS PROVIDED BY ENTRANT. BY ENTERING THE CONTEST YOU AGREE TO BE BOUND BY THE TERMS OF DAINESE’S PRIVACY POLICY, WHICH YOU CAN FIND AT THIS LINK: <https://subscribe.dainese.com/cota-2019>**
4. **ELIGIBILITY:** No purchase necessary. Open only to residents of the United States. Only one entry per person, per email address. Additional entries may cause entrant to be disqualified from drawing. Entrants are eligible to win only one prize for the duration of this promotion. Void where prohibited by law. Not responsible for lost, late, misdirected, mutilated or illegible entries, for entries not received in time for the random drawing, mis-transcribed entries, or faulty telephone transmissions. Winner may make no substitution of prize. All federal, state and local taxes, if any, are the sole responsibility of winner. All federal, state, and local laws and regulations apply.
5. **SCHEDULE:** The Giveaway begin on February 15<sup>th</sup>, 2019 12:00 a.m. PST; all entries must be received by March 20<sup>th</sup>, 2019 at 11:59 p.m. PST (the “Giveaway Period”). Winners will be announced via email and through direct message on

Instagram. Contestants may enter the contest online at anytime during the Giveaway Period.

6. SELECTION PROCESS: Winners will be chosen by a random drawing based on the number of entries collected and a random number generator on google by 2 representatives of Dainese USA Inc by March 25<sup>th</sup>, 2019. By participating, all entrants agree that the selection of the winner and all decisions of Sponsor are final and binding on all matters related to the Sweepstakes, and release Sponsor from all liability, loss or damage concerning the Sweepstakes. The winner of each contest will be selected randomly from contest entry pool upon expiration of contest window and Sponsor is not required to explain selection reasons to consumers.. The winners will be announced by March 30<sup>th</sup>, 2019. In the event that Sponsor cannot reach the winner within fourteen (14) days of the initial winner announcement, Sponsor will have the right to select a new winner according to these rules. Additionally, if the winner is ineligible for any reason, it will be deemed as if the winner has rejected the prize, and Sponsor will select a new winner.

7. ADDITIONAL RESTRICTIONS AND CONDITIONS: By submitting an application to the Contest each applying individual agrees: (a) to be bound by these Official Rules and the decisions of Sponsor; (b) to release and hold harmless Sponsor and Sponsor's partners (if any), their affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies and other service providers and advisors, from any and all liability with respect to acceptance, possession or use (or misuse) of the prizes or participation in the contest, including any adverse, unintended, or otherwise undesired physical or emotional impacts resulting from or associated with their participation; and (c) to permit Sponsor to use the entrant's name and basic details for promotional purposes.

8. RIGHT TO TERMINATE CONTEST: Sponsor reserves the right to terminate this contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the contest, as determined by Sponsor in its sole discretion. Sponsor may, at its sole discretion, disqualify any person whom it considers to have intentionally violated the Official Rules or any element of this contest. Without limitation to the foregoing, if this contest or any web site associated therewith (or any portion thereof) becomes corrupted, or otherwise does not permit entry in the contest, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsors' sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this contest or any portion thereof. Any attempt by a contestant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.

9. NOT RESPONSIBLE FOR TECHNICAL PROBLEMS OR IMPROPER SUBMISSIONS: Sponsor will not be responsible for lost, stolen, delayed or misdirected entries, incorrect or inaccurate transcription of entry information, technical malfunctions, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, inability to submit

the online entry form, or any other error or malfunction, or any injury or damage to contestant's or any other person's computer related to or resulting from participation or downloading any materials in this contest. Illegible, incomplete or inaccurate entries will be void.

10. RELEASE FROM LIABILITY: In consideration for participating in this Giveaway, attending, participating and/or viewing activities and events while at COTA the winners agree to release and forever discharge Sponsor and its respective agents, contractors, employees, officers, directors, trustees, affiliates, parents, subsidiaries, successors, assigns, licensees, and all other persons or entities on its behalf (collectively, "Affiliated Parties"), from any and all claims, actions, damages, liability, costs or expenses and attorney fees which are related to, arise out of, or are in any way connected to attendance and participation in this Giveaway or COTA whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of Sponsor, the COTA organizers or staff. Winner agrees to hold harmless and indemnify Sponsor and Sponsor's Affiliated Parties from any and all liability for damage to any third party resulting from the winners involvement at COTA and intentionally surrenders and waives any right to sue or exercise any legal right to seek damages from Sponsor or the Affiliated Parties.

11. TAXES: Federal, state and local taxes are the sole responsibility of the winners.

12. WINNERS LIST: Winners will be announced on the Instagram stories of all Dainese stores in the USA and on the official Instagram pages of both brands @daineseofficial and @agvhelmets. This announcement will not be made available by mail.

13. COPY OF THE RULES: To obtain a copy of the rules please send a separate, self-addressed stamped envelope to **DAINESE Win a Trip to COTA and Meet Valentino Rossi** Giveaway Official Rules:1001 Briosso Drive, Costa Mesa, CA 92627.

14. APPLICABLE LAW: This Giveaway is subject to all applicable federal, state, and local laws and regulations of the United States with venue in Orange County in the State of California.