

PIRELLI PERFECT FIT AWARD
OFFICIAL TERMS AND CONDITIONS
(“Terms and Conditions”)

Pirelli Tire LLC (the “**Sponsor**”) is sponsoring the Pirelli Perfect Fit promotional competition (the “**Competition**”) to be held during the Concorso Italiano event on August 17, 2019 at the Bayonet Black Horse Golf Course in Monterey Bay, California (the “**Event**”). The Event is owned and operated by Concorso Italiano Inc., a Washington corporation (“**Concorso**”).

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ELIGIBILITY: The Competition is open only to persons who (i) are at least eighteen (18) years of age, (ii) have been accepted by Concorso to participate in the Event and (iii) have Pirelli brand tires fitted to their automobile. The Sponsor, its parents, affiliates, subsidiaries, advertising and promotion agencies, and their respective officers, directors, members and employees, as well as immediate family of the foregoing (*i.e.*, parents, children, siblings, spouses and, for purposes of the Competition, persons residing in the same household of such immediate family), and any other party associated with the development or administration of the Competition, are not eligible to enter or win. The Sponsor, in its sole discretion, shall determine the eligibility of all entrants. This Competition is subject to all applicable federal, state, territory, provincial and local laws. Void where prohibited by law.

REGISTRATION DEADLINE: All eligible entrants who desire to participate in the Competition must register by 11:59 p.m. Pacific Time on August 10, 2019 (the “**Registration End Date**”).

HOW TO ENTER: Prior to the Registration End Date, an entrant must visit www.pirelli.com/tires/en-us/car-light-truck/promo/perfect-fit-award to access the online entry form for the Competition. By successfully transmitting a completed online entry form as directed, an entrant will be entered in the Competition. All information submitted online by an entrant is subject to, and will be treated in a manner consistent with, the Sponsor’s Privacy Policy, available at: <https://www.pirelli.com/tires/en-us/legal-information>. Entrants must fully complete and submit all non-optional data requested on the online entry form in order to be eligible, which may include, but is not limited to, an affirmation or other form of confirmation that such entrant’s vehicle fits Pirelli brand tires. Incomplete and/or inaccurate entries shall be void. All entries must include a valid email address for the entrant. Entrants to the Competition may be given the option to receive commercial or promotional emails from the Sponsor; provided, however, that eligibility to participate in the Competition is not dependent upon entrant’s consent to receive any such emails, and consenting to receive such emails will not impact an entrant’s chances of winning. Online registration for the Competition shall be the only valid method of registration. No other method of entry will be accepted. Limit one (1) entry per person participating in the Event. Additional entries beyond the specified limit are void.

WINNER SELECTION: The potential winner of the Competition will be selected at the conclusion of the Event by one or more representatives of the Sponsor (each, a “**Judge**”) from among all eligible entrants that have had their automobile inspected by a Judge during the Event. An entrant’s automobile will be rated based on the following criteria: (i) having a correct Period Tire (as defined below), (ii) the automobile’s tire condition and/or appearance, (iii) the automobile’s exterior condition and/or appearance, and (iv) the automobile’s interior condition and/or appearance; provided that no one category of the above criteria shall be determinative; provided, further, that if the foregoing categories of criteria are insufficient to determine a winner, then the Judges shall select a winner in their sole discretion. The Judges shall use their reasonable efforts to inspect each entrant’s automobile during the Event. By accepting these Terms and Conditions, each entrant acknowledges and agrees that, due to Event time constraints, the Judges may not have the ability to inspect each automobile and only entrants that have had their automobile inspected by a Judge shall be considered for the Prize. Subject to verification of eligibility and compliance with the terms of these Terms and Conditions, the potential winner will be declared the official winner of the Competition (the “**Winner**”). The decisions of the Sponsor are final and binding on all matters relating to the Competition. Odds of winning depend on the total number of eligible entrants and permitted time for the Judges to inspect automobiles. For purposes of these Terms and Conditions, “Period Tire” means Pirelli tires that were created and fitted for the make, model and year of an entrant’s automobile (examples of Period Tires are available at www.pirelli.com/tyres/en-ww/car/collection).

PRIZE: One (1) Prize Will Be Awarded. The Winner will receive, at or around the conclusion of the Event, a Pirelli trophy (the “**Prize**”). Approximate retail value of the Prize is three hundred Euros (€300).

PRIZE CONDITIONS: All Prize details shall be determined in the sole discretion of the Sponsor. The Winner is fully responsible for any and all applicable federal, state, territory and local taxes (including income and withholding taxes). The Prize is non-transferable and non-assignable, with no cash redemptions, except at Sponsor’s sole discretion. The Sponsor, in its sole discretion, reserves the right to substitute the Prize with a prize of comparable or greater value.

NOTIFICATION: The potential winner will be notified through an announcement made at the conclusion of the Event; provided that if the potential winner is not present for the announcement, then the Sponsor shall use commercially reasonable efforts to notify such potential winner by means of the email address and/or telephone number (in the sole discretion of Sponsor) provided at the time of entry (the “**Prize Notification**”). In the event that any potential winner (a) does not respond to any such Prize Notification within a reasonable time, as determined in the sole discretion of the Sponsor, or (b) declines the Prize for any reason, then (x) a disqualification will result, (y) the Prize will be forfeited and (z) at Sponsor’s sole discretion and time permitting, an alternate potential winner may be selected from among all remaining eligible entries. The potential winner may be required to submit valid identification to the Sponsor and/or a publicity release, as determined by the Sponsor in its sole discretion.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Competition and submitting an entry, each entrant agrees to (a) be bound by these Terms and Conditions, including all entry

requirements, and (b) waive any and all claims against Sponsor and its parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies and any and all other companies associated with the Competition and Event, and all of their respective officers, directors, employees, agents and representatives (collectively, the “**Released Parties**”) from any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Competition or from the receipt of the Prize. By entering the Competition, each entrant gives his/her express permission to be contacted by Sponsor by telephone, email and/or postal mail for promotional purposes. The Winner, by entry into the Competition and acceptance of the Prize, grants to the Sponsor and each of its designees the right to publicize the Winner’s name, address (city and state/territory/province of residence), photograph, voice, statements and/or other likeness (including, without limitation, with respect to photographs and/or video of the Winner’s automobile) and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

GENERAL CONDITIONS: Participation in the Competition constitutes entrant’s full and unconditional agreement to these Terms and Conditions, which are final and binding in all matters related to the Competition. In the event the Sponsor is prevented from awarding prizes or continuing with the Competition as contemplated herein due to any event beyond its control, including, but not limited to, Event time constraints, technical failure, fire, flood, earthquake, explosion, labor dispute or strike, act of God, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state or local government law, order or regulation, or any other cause not reasonably within the Sponsor’s control, then the Sponsor shall have the sole right to modify, suspend or terminate the Competition. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMACY OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND, IF THE SPONSOR BELIEVES, IN ITS SOLE DISCRETION, THAT SUCH AN ATTEMPT HAS BEEN OR WILL BE MADE, THEN THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sponsor’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

The Released Parties are not responsible for late, incomplete, inaccurate, misrouted, scrambled, delayed or undelivered entries, or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections or in connection with the Competition, including, without limitation, errors or

difficulties which may occur in connection with the administration of the Competition, the processing of entries, the announcement of the Prize or in any Competition or Event-related materials, or the cancellation or postponement of the Event and/or Competition. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking or by any equipment or programming associated with or utilized in the Competition. The Released Parties are not responsible for injury or damage to entrants' or to any other person's automobile or other property related to or resulting from participating in the Competition. Persons who tamper with or abuse any aspect of the Competition or website or attempt to undermine the legitimate operation of the Competition by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or who are in violation of these Terms and Conditions, as solely determined by Sponsor, will be disqualified and all associated entries will be void. The Sponsor shall have the sole right to disqualify any entrant for violation of these Terms and Conditions or any applicable laws relating to the Competition, and to resolve all disputes in its sole discretion.

THE RELEASED PARTIES (A) MAKE NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND CONCERNING THE PRIZE (OR ANY PORTION THEREOF), AND (B) DISCLAIM ANY IMPLIED WARRANTY.

The Sponsor reserves the right, in its sole discretion, to cancel or suspend the Competition (or any portion thereof). The Sponsor also reserves the right, in its sole discretion, to modify these Terms and Conditions for clarification purposes without materially affecting the terms and conditions of the Competition.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE COMPETITION OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

As a condition of entering the Competition, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to the Competition, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) finally settled by binding arbitration in New York County, New York before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof, and (ii) **UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES.** These Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of the State of New York, applicable to contracts entered into and performed exclusively in New York.