

COMPETITION RULES

1. THE PROMOTER

The promoter of the competition is GKN Automotive Limited of PO Box 4128, Ipsley House, Ipsley Church Lane, Redditch, Worcestershire, B98 0WR, United Kingdom (“GKN”).

2. THE COMPETITION

The title of the competition is “Win signed merchandise or a trip for two to see the final race of Season 5 of the FIA Formula E championship with GKN Automotive – for GKN Automotive, Driveline and ePowertrain employees only”.

3. HOW TO ENTER

- 3.1 The competition will run from the day the FanBoost voting window opens for the Rome E-Prix on 8th April 2019 (the “Opening Date”) to the day of the Bern E-Prix, 22nd June 2019 (the “Closing Date”), inclusive (the “Competition Period”).
- 3.2 All competition entries must be received by GKN during the time that the FanBoost voting window is open. All competition entries received after the Closing Date are invalid. Entries which are received during the times that the FanBoost voting window is open between the dates specified in clause 3.1, and which meet all other entry requirements, will be eligible as entries into the competition. The FanBoost voting windows are set at the sole discretion of the FIA Formula E championship. Entries received at any other time are invalid.
- 3.3 To enter the competition, vote for FanBoost by posting on Twitter using the hashtags #FANBOOST, #DriverName, #TeamGKN. All three hashtags must be present for the vote to be eligible. The post must be an original post; retweets are not allowed. The Driver Name specified must be a driver who is a member of the Panasonic Jaguar Racing team, being #NelsonPiquetJr or #MitchEvans
- 3.4 No purchase is necessary, and there is no charge to register for the social media platform.
- 3.5 GKN will **not** accept:
 - (a) entries that do not use all three specified hashtags (#FANBOOST, #DriverName, #TeamGKN)
 - (b) entries via Twitter where the post is a retweet;
 - (c) entries that do not use a #DriverName who is a member of the Panasonic Jaguar Racing team;
 - (d) entries received outside of the dates of the competition;
 - (e) entries received during the dates of the competition while the FanBoost voting window is not open;
 - (f) multiple entries received on the same day – only one entry will be valid;
 - (g) entries which are not submitted by an employee who meets the eligibility requirements set out in clause 4;
 - (h) responsibility for competition entries that are lost, mislaid, or delayed, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 Please see the Formula E Downloads and Posters page under “Resources” at <http://www.gknpowertrain.com/en/gkn-formula-e/formula-e-downloads-Posters/> to download a copy of these

competition terms and conditions.

3.8 The competition winners will be selected in the following way:

- (a) For each applicable race, a list of entries received during the FanBoost window for that race will be extracted using the social media management platform Hootsuite.
- (b) One entry will be selected at random from the list generated in clause 3.8(a) using the Third-Party Draw Service at <https://www.random.org/draws/>. The winner will receive signed merchandise as detailed in clause 5.1(a).
- (c) The above two conditions will be satisfied for each Formula E race in the competition period.
- (d) Soon after the Closing Date, the lists from each race will be collated into one list of all valid entries.
- (e) The winner of the season finale trip prize will be selected from the list generated in clause 3.8(d), at random using the Third-Party Draw Service at <https://www.random.org/draws/>.

4. ELIGIBILITY

4.1 The competition is only open to all employees of GKN Automotive companies aged 18 years or over, **except**:

- (a) where the employee resides in a country where GKN Automotive does not have an operational plant;
- (b) members of the GKN Automotive Communications teams.

4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. GKN may require you to provide proof that you are eligible to enter the competition.

4.3 GKN will not accept competition entries that are:

- (a) in contravention of any of the terms specified in clause 3.5;
- (b) automatically generated by computer;
- (c) completed by third parties or in bulk;
- (d) incomplete.

4.4 There is a limit of one entry to the competition per person per day that the FanBoost window is open for any given race.

4.5 GKN reserves all rights to disqualify any entry if the relevant employee's conduct is contrary to the spirit or intention of the prize competition.

5. THE PRIZE

5.1 The prizes are:

- a) For each of the races during the Competition Period, signed merchandise consisting of a signed cap and a polo shirt for one prize winner for each race.
- b) Flights, hotel accommodation, and race tickets for 2 (two) persons to the Season 5 finale of the FIA Formula E Championship.

- 5.2** The flights and hotel accommodation for the prize described in Clause 5.1(b) will be booked by the GKN Automotive Communications team using the travel agent they select.
- 5.3** The prize described in Clause 5.1(b) is for two people to travel by economy class to the location of the finale of Season 5 of the FIA Formula E championship, with accommodation for a maximum of three nights. If the dates of the Season 5 finale are changed by the FIA Formula E championship, the dates of the prize offered will change to match the updated dates. Transfers to and from the airport, and reasonable expenses for meals (up to £100 per day per person) are also included in the prize. The prize does not include travel insurance, tax (except in relation to the bookings of the flight and hotel) or other personal expenses. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the prize are the responsibility of the winner(s).
- 5.4** You will be responsible for ensuring that you and any person travelling with you are available to travel and hold valid passports, any necessary visas and travel documents for the holiday in question on the travel dates specified.
- 5.5** The accommodation will be selected at the sole discretion of the GKN Automotive Communications team. The accommodation offered will be one standard double or twin room in a hotel of a reasonable standard. The accommodation will be within a reasonable distance of the race location, subject to limitations due to availability on the dates specified.
- 5.6** The types of prizes specified in Clause 5.1(a) are subject to availability of merchandise provided by Panasonic Jaguar Racing. There is no cash alternative for any of the prizes offered.
- 5.7** The prize specified in Clause 5.1(a) is supplied by Panasonic Jaguar Racing of Abbey Road, Whitley, Coventry CV3 4LF, United Kingdom (the "Supplier"). GKN reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond GKN's control makes it necessary to do so.
- 5.8** If, for circumstances beyond GKN's control, the Season 5 race finale of the FIA Formula E championship is cancelled, GKN will make all reasonable attempts to provide flights, accommodation, and race tickets for two people to an E-Prix in Season 6 of the FIA Formula E championship, subject to availability.
- 5.9** The prize is not negotiable or transferable.
- 5.10** All winners will be informed by email from or on behalf of the GKN Automotive Communications team. If no response is received, best efforts will be made to contact the individual(s) by alternate means.

6. WINNER ANNOUNCEMENT & CLAIMING THE PRIZE

- 6.1** The winner of each piece of signed merchandise will be contacted via email from or on behalf of the GKN Automotive Communications team, within one month of the relevant E-Prix. The winner(s) will also be announced on the GKN Automotive intranet. The winner of the trip to the Season 5 finale will be announced in the same method by, at the latest, one month before the Season 5 finale. This date is subject to the final confirmed dates for the Season 5 finale E-Prix, set at the sole discretion of the FIA Formula E championship.
- 6.2** The decision of GKN is final and no correspondence or discussion will be entered into.
- 6.3** GKN will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 7 days of the date of first attempted contact, GKN reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 6.4** GKN does not accept any responsibility if you are not able to take up the prize.

7. LIMITATION OF LIABILITY

Insofar as is permitted by law, GKN, its affiliated companies, officers, employees and agents will not in any circumstances be

responsible or liable to compensate any entrant or winner or accept any liability for any loss, damage, injury or death occurring as a result of entering the competition or taking up the prize except where it is caused by the negligence of GKN, its affiliated companies, officers, employees or agents. Your statutory rights are not affected.

8. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

8.1 All competition entries and any accompanying material submitted to GKN will become the property of GKN on receipt.

8.2 By submitting your competition entry and any accompanying material, you agree to:

(a) assign to GKN all your intellectual property rights with full title guarantee; and

(b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

8.3 You agree that GKN may, but is not required to, make your entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant GKN a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry (and any accompanying materials), to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

9. DATA PROTECTION AND PUBLICITY

9.1 If you are a winner of the competition, you agree that GKN may use your name, image and country of residence to announce the winners of this competition and for any other reasonable and related promotional purposes.

9.2 You further agree to participate in any reasonable publicity required by GKN. Signed merchandise prize winners will be asked to provide a picture of themselves wearing their prize. The winner of the trip to the Season 5 finale will be asked to provide a report of their experiences at the E-Prix, for example as a race report and/or short video.

9.3 By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by GKN or its agents and suppliers to administer the competition.

10. GENERAL

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, GKN may, at its sole discretion, reserve the right to exclude you from participating in the competition.

10.2 GKN reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

10.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.