

## Rules of the prize competition

### “Win a Signed Jersey”

#### 1. PROMOTER

This prize Contest called "Win a Signed Jersey" (from now on, "Contest") is promoted by **Lombardini S.r.l.**, a company subject to management and coordination by Kohler Co., with registered office in Reggio Emilia (Italy), via Cav. del Lavoro Adelmo Lombardini n. 2, Tax Code and VAT Number: IT 01829970357 (from now on, "Promoter"). This Contest is not sponsored, endorsed, administered by, or associated with Facebook, Instagram, or Manchester United Football Club Limited.

#### 2. DURATION OF THE CONTEST

The Contest lasts a total from 26th February 2021 to 24th May 2021, according to the procedures indicated in point 6 of these Rules.

#### 3. RECIPIENTS

The Contest is reserved only for individuals who are at least 18 years old at the time of participation, resident or domiciled in the Countries listed below (from now on, "Countries"), who register on the web site accessible at URL [www.winasignedjersey.com](http://www.winasignedjersey.com) (from now on, "Site"), by filling in and sending a specific online form (from now on, "Participants" or, in the singular, "Participant"). By filling in and submitting the registration form for the participation, the Participant declares that he or she is at least 18 years old at the time of participation in the Contest.

It should be specified that the Countries listed below are those in which the Promoter can send the prize possibly won and take charge of any related customs duties and charges. Countries in which, for logistical reasons or in compliance with international restrictions or restrictive measures, it would not be possible to send a prize possibly won were therefore excluded from the list.

It is not necessary to purchase products and participation is free, apart from the normal cost of Internet connection, to be considered a duty in charge of each Participant.

## Country list

Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom, and the United States of America.

## 4. TERRITORIAL SCOPE

The Contest will take place entirely in Italy, as in this territorial area will take place both the collection of participations and all the procedures for the extraction and award of the prizes, since:

- Lombardini S.r.l., as Promoter, is a company based in Italy;
- participation in the Contest can only take place through access to the Site and registration by filling in and sending a specific online form;
- the Site and its database of Participants are kept on servers located in Italy;
- the systems for collecting and managing participations in the Contest, as well as prize draws, are all located in Italy.

## 5. NATURE AND INDICATIVE VALUE OF THE PRIZES

There is the assignment, for each single draw of the Contest, of no. 1 Manchester United Football Club "Home Shirt 2020/2021", signed by a first-team player as specified in Table 1 in point 6 of the Regulation, with an indicative value of 100,00 €<sup>1</sup> (including VAT), for a total of n. 14 prizes (no. 14 shirts) with a total indicative value of 1,400.00 €<sup>2</sup> (including VAT).

## 6. HOW THE CONTEST IS TO BE CONDUCTED

During the entire period of the Contest, participation in the Contest will be made available on the Site by completing and sending a specific online form, which will request the following mandatory data: name, surname, e-mail address, Country of residence/domicile, date of birth.

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<sup>1</sup> It is specified that the indicative value of each shirt is determined as follows: € 89.95 (VAT included), retail price of n. 1 Manchester United Football Club "Home Shirt 2020/2021", to which € 10.05 (VAT included) is added as a flat rate value of the first team player's signature.

<sup>2</sup> Limit one prize per Participant.

Following the registration of the participation, the system will immediately return to the Participant, to the e-mail address indicated by the latter in the registration form, the unique number of participation.

Through this unique number, the Participant will participate in all the draws foreseen during the period of the Contest, until he or she is drawn as a winner or requests the cancellation of participation.

The draws will take place on the day following each Premier League match of Manchester United Football Club, at approximately 2.30 pm CEST, in the presence of notary Dr. Filippo Arleoni, of Reggio Emilia, according to the calendar in Table 1.

Drawing session	Premier League match	Drawing date <sup>3</sup>	Prize
1	Chelsea v. Manchester United	01/03/2021	n. 1 Home Shirt 2020/2021 signed by Luke Shaw
2	Manchester City v. Manchester United	08/03/2021	n. 1 Home Shirt 2020/2021 signed by Brandon Williams
3	Manchester United v. West Ham	15/03/2021	n. 1 Home Shirt 2020/2021 signed by Donny
4	Crystal Palace v. Manchester United	22/03/2021	n. 1 Home Shirt 2020/2021 signed by Juan Mata
5	Manchester United v. Brighton	05/04/2021	n. 1 Home Shirt 2020/2021 signed by Luke Shaw
6	Tottenham v. Manchester United	12/04/2021	n. 1 Home Shirt 2020/2021 signed by Brandon Williams
7	Manchester United v. Burnley	19/04/2021	n. 1 Home Shirt 2020/2021 signed by Donny
8	Leeds v. Manchester United	26/04/2021	n. 1 Home Shirt 2020/2021 signed by Juan Mata
9	Manchester United v. Liverpool	03/05/2021	n. 1 Home Shirt 2020/2021 signed by Luke Shaw
10	Aston Villa v. Manchester United	10/05/2021	n. 1 Home Shirt 2020/2021 signed by Brandon Williams
11	Manchester United v. Leicester	12/05/2021	n. 1 Home Shirt 2020/2021 signed by Donny
12	Manchester United v. Fulham	17/05/2021	n. 1 Home Shirt 2020/2021 signed by Juan Mata
13	Wolverhampton v. Manchester United	24/05/2021	n. 1 Home Shirt 2020/2021 signed by Luke Shaw

Table 1

All Participants who have registered prior to the time of the drawing and who have not already been winners of previous draw sessions of the Contest will participate in each session.

From this list of Participants will then be identified no. 1 winner through a random drawing algorithm (based on the execution of the "random" function). The algorithm is implemented in

<sup>3</sup> The drawing date may be subject to change due to any change in the of the Premier League calendar.



a software subject to an adequate declaration attesting to the respect of public faith by the computer system.

The winner of each drawing (from now on, "Prize Winner") will be sent the winning notice by e-mail (to the e-mail address provided by the Participant during registration), accompanied by a videotaped message from Manchester United Football Club first team players Victor Lindelöf and Brandon Williams. Within 20 days of notification, the Participant must accept or decline the award, and indicate an address for receipt thereof. Subject to the terms of eligibility listed below, the prize will be shipped within 20 days from the date of receipt of such email by the Prize Winner, and, as stated by article 1, par. 3 of Italian D.P.R. No. 430/2001, will be received within a maximum period of 180 days from the date of the drawing. If no reply is received within the aforementioned time limit or in case of non-acceptance of the winnings, the right to the prize will be lost, which will be considered as not requested and therefore devolved to the Non-Profit Organization designated and indicated in point 9 of these Rules.

Moreover:

- a) Identification and Verification. Participant name, surname, Country of residence/domicile and date of birth provided at the time of registration to the Contest on the Site must correspond to the actual identity of the Participant; for this purpose, in the event of a winning participation, the Promoter will have the right to carry out the relevant check by requesting a copy of an identity document of the Participant.
- b) Participant is ineligible from participation if:
  - i. Participant is under the age of 18 years old;
  - ii. Participant is not a resident or domiciled in a qualifying Country;
  - iii. Participant has previously accepted a prize in this Contest; or
  - iv. It is a violation of applicable law or regulation.
- c) Promoter reserves the right to prohibit or restrict participation in the Contest upon reasonable belief that any one of subsections i. through iv. above may be or is applicable to a Participant.
- d) It is the responsibility of each Participant to communicate, at the time of registration, a valid and active e-mail address; the Promoter is not responsible for the non-delivery of an e-mail sent to the Participant.



## **7. WAIVER TO CLAIMS FOR WITHHOLDING TAX**

The Promoter expressly waives the right of withholding tax (pursuant to article 30 of Italian D.P.R. no. 600/1973) in favor of the winners of the Contest.

## **8. ADVERTISING**

The Contest will be advertised, in accordance with the provisions of this regulation, via the Internet, on the Site and on the official social pages Facebook, Instagram and LinkedIn, and through posters and postcards at all the Official Partners of Kohler Engines in the European Union, the United Kingdom and the United States of America.

## **9. NON-PROFIT ORGANIZATION TO WHICH PRIZES NOT ASKED OR NOT ASSIGNED TO BE DEVOTED**

All Prizes not accepted, declined or otherwise unclaimed will be donated to the charity: Giochiamo Anche Se Triboliamo – G.A.S.T. Onlus, with registered office in Reggio Emilia, via Gandhi n. 6, Tax Code: 91142450351.

## **10. COPYRIGHT, TRADEMARKS AND DISTINCTIVE SIGNS**

The entire Site, including its component pages, the ideas, graphic design, content, audio/video materials, and more generally any other creativity connected to the Site, with the exception of the trademarks and distinctive signs of Kohler Co. and Manchester United Football Club Limited, are the property of the Promoter. These materials may not be reproduced, used or represented by users, for any purposes, except in the cases and within the limits expressly recognized by the Promoter or permitted by law.

The trademarks and distinctive signs of Kohler Co. and Manchester United Football Club Limited are used within the Site with the permission of their respective owners, for descriptive purposes only.

Any use of the aforementioned trademarks that does not comply with the law, or otherwise unauthorized, is completely prohibited. The use of such trademarks and any other distinctive sign on the Site is also not permitted in any way to unduly take advantage of their distinctive character or reputation, or in such a way as to harm them or their owners.

## **11. PROCESSING OF PERSONAL DATA**

The processing of the personal data of users and Participants, acquired in the context of navigation and of the use of the features of the Site, as well as participation in the Contest, will take place in full compliance with the obligations provided for by the EU Regulation 2016/679 and Italian Legislative Decree no. 196/2003 (“Code on the protection of personal data”), as amended by Legislative Decree 101/2018, in accordance with the methods and purposes specified and in the Privacy Policy.

Optional Consent. Consent to additional and specific processing of personal data for promotional and marketing purposes will not prevent participation in the Contest.

## **12. RELEASE**

By participating to the Contest, Participants agree to release, discharge, indemnify, defend, and hold harmless Promoter and its respective parents, subsidiaries, affiliates, and each of their respective officers, directors, members, employees, agents, and agencies (“Released Parties”) from and against any demands, claims, liability, costs, losses, damages, or cause of action, including, without limitation, personal injury, death, or damage to or loss of property, arising out of, in whole or part, directly or indirectly, from participating or attempting to participate in the Contest or from acceptance, possession, misuse, use, or award of the Prizes. All Prize Winners shall bear all risk of loss or damage to their prizes after they have been delivered.

## **13. PROMOTER'S DISCRETION AND RESERVATION OF RIGHTS**

The Promoter’s administration and operation of the Contest and the selection of the potential Prize Winners are final and binding in all matters related to the Contest. Promoter reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Promoter’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Promoter in its sole discretion, providing for the due modification of these Rules and the related communication to the Italian Ministry of Economic Development, pursuant to article 10 of Italian D.P.R. No. 430/2001.



In the event any Prize Winner engages in behavior that (as determined by Promoter in its sole and absolute discretion) is obnoxious, inappropriate, threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any person, Promoter reserves the right to terminate the Contest or withdraw the Prizes.

#### **14. LIMITATIONS OF LIABILITY**

Promoter is not responsible for any incorrect or inaccurate information, whether caused by website or mobile device users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized access to the Site, Promoter's social media page, or Participant's personal e-mail. The Promoter is not responsible for injury or damage to Participant's mobile device, computer, or other electronic device related to or resulting from participating in this Contest.

Promoter may not be deemed to be in breach of its obligations, nor may it be liable for delays, malfunctions in the performance of the Site, and for damages, direct or indirect, caused to the Participant or to third parties, arising from events independent of its reasonable and material control, such as, but not limited to:

- failure and/or defective operation of the services provided by telecommunications operators and/or electrical equipment and lines, as well as telephone, telematic and/or cyber connections, not managed directly by the Promoter or by persons for whom it is responsible;
- malfunction of the terminals or other communication systems used by the Participant;
- actions of other users or persons accessing the Internet;
- other events arising from chance and/or force majeure.

Promoter reserves the right to make changes or additions for justified reasons, in accordance with the provisions of the Italian D.P.R. No. 430/2001. The changes or additions will be made known with the same communication methods used for this Rules, and, in any case, will not result in an infringement of the rights possibly acquired by the Participants in the Contest and will be carried out in compliance with the protection of public faith and the principle of equal treatment.

If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud or any other external causes which Promoter deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Promoter reserves the right to adopt all methods of protecting its interests at appropriate venues, including judicial ones.

## **15. FINAL PROVISIONS**

- a) This regulation of the Contest, directly accessible from the Site, is entirely subject to the law of the Italian Republic and its acceptance is a necessary condition for participation in the Contest.
- b) Each participant accepts the Italian jurisdiction for any claim or action brought against the Promoter in relation to this Competition.
- c) As a guarantee of the prizes, a deposit was made at the Treasury of the State – Bank of Italy in favour of the Italian Ministry of Economic Development.
- d) The server of the Site, on which all the data entered by Participants and all the phases related to the Competition are stored, is regularly located in Italy, at Aruba S.p.A.
- e) The use of the Site takes place by each user at their own risk. Promoter does not provide any specific guarantee on any expected, desired or obtained results with the use of the Site, and declines any responsibility for any claims related to the use or malfunction of the Site.
- f) The Participant may not use, among other things, tools, software or scripts that are harmful to the Site or Promoter (as well as its suppliers and collaborators); violate or attempt to alter any aspect of the Site and Contest; block, overwrite, modify or copy, where this is not necessary for the correct use of the Site and the operation of the Contest; reproduce by means of "robot/crawler" research technology; publicly disclose and reproduce content of the Site without prior authorization; alter the data and contents of the Site; any action likely to impair the functionality of the Promoter's infrastructure and the Site; commit or encourage a crime; the Promoter will in any case have the right to inhibit participation in the Contest to subjects who, in violation of these provisions and the Regulation, should attempt to circumvent or violate the Site and its supporting IT systems, as well as reserve the right to report to the competent authorities of such conduct.
- g) If a winning Participant is unreachable after an attempt by the courier to deliver the prize,



the Promoter will attempt to agree, by e-mail, a new delivery. In the event that the second delivery attempt is also unsuccessful or does not receive a reply by the winning Participant to this communication attempt within 20 days, retaining impossible to deliver the prize for reasons not dependent on the Promoter, the prize will be considered as not required and will be devolved to the Non-Profit Organization designated and indicated in point 9 of these Rules.

- h) The technical characteristics of adherence to the Contest requirements and integrity of the software for the awarding of prizes are certified by a specific IT report, drawn up by a company certified ISO 9001, 27001 and 27037 in the provision of digital forensics services.
- i) At any time, the Participant may request the modification and cancellation of his or her data, as well as the withdrawal from the Contest, by writing to [contest@winasignedjersey.com](mailto:contest@winasignedjersey.com).