

TISSOT MOTOGP GIVEAWAY TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES

These Terms and Conditions (“the Rules”) govern the **Tissot MotoGP Giveaway** (“the Sweepstakes”) which is administered by The Swatch Group (U.S.) Inc., Tissot Division, 703 Waterford Way, Suite 450, Miami, FL 33126 (“Tissot”, “us”, “our”, “we”). By participating in this Sweepstakes, you agree to these Rules and to abide by them.

1. **PRIVACY:** As part of the sweepstakes entry, Tissot collects personal data about participants on the Website in accordance with its privacy policy. By participating in this Sweepstakes, you confirm to have read and understood Tissot’s Privacy Policy, which is available at <https://www.tissotwatches.com/en-us/privacy-notice.html>.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begin on April 1st, 2023 at 12:00 PM Eastern Time (“ET”) and end on April 16th, 2023 at 11:59:59 PM ET. All Sweepstakes entries must be received within this period in order to be eligible. We reserve the right to shorten or lengthen the submission period, in our sole discretion.
3. **ELIGIBILITY:** Entry is open to any person residing in any of the 50 U.S. States or the District of Columbia, and aged 18 or over at the start of the Sweepstakes. This Sweepstakes is not open to employees of The Swatch Group (U.S.) Inc. – Tissot Division (“Sponsor”), and their respective parent companies, subsidiaries, affiliates, dealerships, governors, related entities, partners, partnerships, principals, licensees, sponsors, and advertising/promotion agencies and all of their respective officers, directors, employees, agents, representatives, successors and assigns and their immediate families (parents, spouses, children and siblings and their respective spouses, regardless of where they reside), and household members, whether or not related, are not eligible to enter or win. Void where prohibited by law. Subject to all applicable federal, state and local laws.
4. **HOW TO ENTER THE SWEEPSTAKES:**
 - 4.1 During the Sweepstakes Period, an eligible participant may visit <https://tissotwatches.com/en-us/usa-motogp-2023-sweepstakes.html> (“Website”) and complete and submit the registration form including, but not limited to: his/her complete first and last name (no initials), valid e-mail address, phone number, and zip code. Upon the successful submission of the registration information, a participant will receive one (1) entry into the Sweepstakes.
 - 4.2 Alternatively, a participant may enter the Sweepstakes by sending a postcard to The Swatch Group (U.S.) Inc. – Tissot Division, 703 Waterford Way, Suite 450, Miami, FL 33126 with the following required information: complete first and last name (no initials), valid e-mail address, phone number, and zip code. All mail entries must be received by April 16th, 2023 at 11:59:59 PM.
 - 4.3 **Entry Limit:** There is a limit of one (1) entry per person during the Sweepstakes Period. Participants are prohibited from using more than one (1) e-mail address or multiple identities. If more than one (1) entry is received from the same person, and/or Instagram profile the entries may be disqualified at Tissot’s sole discretion.
5. **WINNER SELECTION:** One (1) winner will be chosen at random on or about April 17th, 2023. Tissot will notify the potential winner via e-mail at the e-mail address provided at the time of registration. The winner must respond to such message within 48 hours or the prize will be forfeited. Upon a prize being forfeited, an alternate winner will be selected and notified one (1) time and will have 48 hours to respond to such notice to claim the prize.

6. **PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:** The winner shall receive:
- 6.1 **Prize:** A TISSOT T-RACE MOTOGP CHRONOGRAPH 2023 LIMITED EDITION (T141.417.37.057.01).
- 6.2 **ARV:** The retail value is \$650.00
- 6.3 **Odds of Winning:** The odds of winning the prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.
7. **HOW TO CLAIM A PRIZE:** To claim your prize, you may be required to provide your personal details (first and last name, home address, email address etc.) and to prove your identity by submitting relevant documents (e.g. ID, driving license). In the event of a dispute as to a person’s identity, the entry will be deemed to have been made by the holder of the email address associated with it. We may require the winner to provide an affidavit of eligibility, a liability release, a publicity release (where legal), and/or an IRS W-9 form. A potential winner may be subject to a background check before the prize is awarded. Tissot reserves the right to disqualify the potential winner based on the results of such background check if Tissot determines in its sole discretion that awarding the prize to any such individual might reflect negatively on Tissot. Failure to provide all required information within the stated time period may result in forfeiture of a winner’s right to claim his/her prize, and may result in the prize being awarded to an alternate winner. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Tissot in its sole discretion. If, after a good-faith attempt, Tissot is unable to award or deliver a prize, the prize may not be re-awarded. Any portion of a prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Tissot will issue an IRS Form 1099-MISC to the winner (if applicable). All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility.

Tissot will attempt to notify the potential winners as set forth above, but Tissot is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner’s privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. A prize that is unclaimed, unredeemed, or returned as undeliverable will not be awarded. The prize is non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Tissot, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Tissot’s sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

8. **LIMITATION OF LIABILITY:** Tissot and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, assignees, advertising/promotion agencies, representatives, and agents (“Released Parties”) shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this promotion. By participating in this Sweepstakes, participants agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate

capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

9. **PUBLICITY:** All participants, as a condition of entry into the Sweepstakes, agree that Tissot, anyone acting on behalf of Tissot, or any of their respective affiliates, licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now know or hereafter in perpetuity and throughout the world, a participant's entry, including, without limitation, the entry and winner's name, social media name or handle, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
10. **WAIVE RIGHTS:** By entering the Sweepstakes, each participant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the participant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by participant.
11. **RIGHT TO MODIFY OR CANCEL:** If, for any reason, the Sweepstakes is not capable of running as planned, Tissot reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.
12. **WITHOUT WARRANTY: WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

13. **DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of all participants and Tissot in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules. Any and all disputes, claims and causes of action arising out of or in connection with the Sweepstakes or any prize awarded shall be resolved exclusively in the appropriate federal or state court located in Miami-Dade County and each participant hereby consents and submits to the personal jurisdiction of such courts. BY ENTERING THIS SWEEPSTAKES, THE PARTICIPANT AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.
14. **PUBLICITY RIGHTS:** Participants in this Sweepstakes agree that Tissot, the NBA Entities, its designees and assigns have the perpetual right to use his/her name, voice, city/state of residence, biographical information, photos, video or film clips, and/or other visual likeness, in any media or format now or hereafter known and other information and content provided in connection with the Sweepstakes for promotion, commercial, advertising, publicity and/or trade purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation (financial or otherwise), permission or notification, except where prohibited by law.
15. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Tissot reserves the right to disqualify any participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Participants and/or potential winners may be required to provide proof of identification and eligibility as required by Tissot. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each participant may be required to show proof of being an authorized account holder.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, TISSOT RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No participant shall have the right to modify or amend these Official Rules. Tissot's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in

full force and effect. All entries and/or materials submitted become the property of Tissot and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 16. WINNER LIST:** To learn of the winner, participants should mail a self-addressed stamped business envelope to: Winner List, Tissot MotoGP Giveaway, The Swatch Group (U.S.) Inc., Tissot Division, 703 Waterford Way, Suite 450, Miami, FL 33126. Winner List requests must be received no later than June 16th, 2023.