

**"#RIDE4REAL"  
FULL TERMS AND CONDITIONS**

**Promotion open to UK, FRANCE, AUSTRIA, GERMANY AND SWITZERLAND**

Milestone srl (hereinafter "Milestone" or "the Promoter") with registered offices in Via Olona n. 2 – Milano, Italy is organizing this Promotion, called "#RIDE4REAL".

This Promotion is open to residents of the United Kingdom, France, Austria, Germany and Switzerland, aged 18 years old or over, who visit a participating Yamaha Dealer during the Promotional Period.

Employees of the Promoter, and their immediate families, their agents or anyone professionally connected to this Promotion shall not be entitled to enter.

**Participation in this Promotion is free of charge and no purchase is necessary. Internet access and a valid Instagram account are required to enter.**

The Promotion will be communicated to the participants at participating Yamaha Dealers in the UK, FRANCE, AUSTRIA, GERMANY AND SWITZERLAND and on the Promoter's Instagram page (@ridevideogame)

*Any person entering into or participating in this Promotion is deemed to have accepted and to be bound by these terms and conditions.*

**1. Promotional Period**

The promotion is open from 09.01 (CET) on the 28<sup>th</sup> September 2020 until 23.59 (CET) on the 27<sup>th</sup> November 2020. (hereinafter "Entry Period")

Winners' selection on/by 31<sup>st</sup> December 2020.

**2. Entry and participation**

To enter the promotion, during the Entry Period, individuals will have to:

- a) Visit a Yamaha Dealer in the United Kingdom, France, Austria, Germany and Switzerland
- b) Take a picture of themselves with a Yamaha R125 or Yamaha MT125\* and the totem display (if available) at the Yamaha Dealership.
- c) Log into their public Instagram account (or create one for free) and upload the picture as a post. The image must, and only, show the Yamaha motorcycle, the participant themselves and the totem display (if available at the Dealership).
- d) Entrants must use the official hashtag #ride4real and tag @ridevideogame in the caption.
- e) Entrants must also add the words "*enter and agree*" to their caption to confirm that they are entering the promotion and that they agree to the use of their image and their Instagram handle for the purpose of the promotion as according to the Terms and Conditions.

\* In the instance there are no Yamaha R125 and/or MT125 available at the Yamaha Dealer's showroom, participants will still be able to enter by taking a picture with another Yamaha motorcycle (Supersport or Hyper Naked Model) of the same category of the bike that they would like to win. In case any of such entries is selected for the 1<sup>st</sup> prize, the winner will be awarded with the Yamaha Motorbike (R125 or MT125) belonging to the same category of the one shown in the picture taken.

All valid images submitted by participants and including all the mandatory hashtags will be automatically collected and entered into the promotion.

**Please note:**

- Only entries which meet all the requirements set out above in Clause 2 a-e will be valid.

- only images uploaded in Instagram "grid posts" will be entered in the promotion. Images posted in stories will not be entitled to enter the promotion. The entry will have to abide by the Instagram technical requirements; the Promoter reserves the right to exclude from the contest any entries not complying with the present full Terms and Conditions (please read also clause 7 on Requirements for Materials)
- only entries made by users with a "public" profile and not subject to a "shadow ban" from Instagram will be accepted. Any entries from users with a "private profile" or from those subject to a shadow ban will not be collected by the software and therefore will not be entitled to enter.

**Please note: 1 entry per person and per household. In case of users posting more than one photo, only the first valid one will be considered as an entry into the Promotion.**

**The Promoter reserves the right, at any time, to verify the validity of entries and participants, including the participant's identity, age and place of residence, and to disqualify any participant who breaches these terms and conditions or tampers with the registration process or the Promotion.**

### **3. WINNER SELECTION AND PRIZES**

All valid entries made during the Entry Period will be entered into a prize draw to assign the following 3 prizes:

Tier 1 Prize: 1 x Yamaha R125 (average retail price 5.127,94 €) or Yamaha MT125 Motorcycle (average retail price € 4.934,20 €);

Tier 2 Prize: 1 x Bridgestone Bundle including 1 x set of Bridgestone tyres of the winner's choice, 1 x Bridgestone Motorcycle Battery charger and 1 x Bridgestone Roll Bag (approximate retail value of the prize: 500,00 €)

Tier 3 Prize: 1 x Console with the "Ride4" VideoGame (approximate retail value of the prize: 400,00 €)

3 winners will be randomly selected from all valid entries received during the Promotion Period. For your total confidence, the prize draw will be conducted an independent promotional verification service, no later than 31<sup>st</sup> December 2020.

Limits: Max 1 prize per person and per household.

### **4. WINNERS' NOTIFICATION**

Winners will be contacted within 10 working days of Winner Selection via an Instagram direct message sent by the official Instagram profile of the promotion @ridevideogame. In order to accept the prize, winners will be to **respond within 14 calendar days confirming eligibility and acceptance of the Prize**. If an entrant is unable to take the prize or fails to respond with the specified timeframe, the entrant will be disqualified, and the prize being offered to a reserve. This process will be followed until a valid reserve accepts the Prize. The Promoter accepts no responsibility in the event that a winner cannot be contacted for any reason.

### **5. PRIZES DETAILS**

**With regards to the Yamaha R125/MT125 Motorcycle (Tier 1 Prize), please note that a valid motorcycle licence is required to ride the motorcycle: please check your local laws and riding requirements. Please note that, in the instance the Tier 1 Prize winner doesn't hold a valid driving licence, s/he will lose the right to receive the Prize.**

### **6. PRIZES DELIVERY**

- a) The Promoter does not bear liability for any loss caused by incorrect or inaccurate contact details.

- b) The Promoter is entitled to choose the delivery method of all prizes at its sole discretion. Tier 1 Prize (Yamaha R125/MT125 Motorcycle) will be delivered to the showroom of the Yamaha Dealer where the participant took the picture to enter the promotion.
- c) All prizes will be delivered within 90 days from winners' confirmation of eligibility; however the delivery of the Motorcycle may suffer some delays.
- d) The Promoter is not responsible for any taxes, customs charges or other costs required for or related to receiving a prize. The Promoter will further not compensate any prize that cannot be redeemed or received by a winner due to customs or other local regulations or that is damaged, delayed or lost by postal, courier or other mail service.
- e) Each winner is required to independently declare and pay any applicable taxes and charges that a prize gives rise to in the winner's jurisdiction.
- f) No prize is transferable, and no prize may be redeemed for cash or changed to another prize or arrangement.
- g) However, in the event of unforeseen circumstances or circumstances outside of the Promoter's reasonable control, the Promoter reserves the right to amend, withdraw or substitute a prize for an alternative prize or arrangement of equal or greater value.

## **7. REQUIREMENTS TO MATERIALS**

- a. Any materials submitted to the Promotion or uploaded on Instagram for the purpose of entering the promotion must not contain profane language, racial or religious discrimination, violence, sexual acts, attacks on people or organizations or other indecent or inappropriate content.
- b. The Promoter reserves the right to moderate, reject or disqualify any submission or material, before or after publication, which, in its sole discretion, it determines to be indecent, offensive or inappropriate or which is otherwise inconsistent with the letter and spirit of the Promotion or which is potentially damaging to either the Promoter, the Promotion's, or any third party's image or reputation.
- c. All submitted and/or uploaded materials must be original works created by a participant and will be moderated by the Promoter. By participating in the Promotion each participant confirms that:
  - Materials submitted by the participant do not infringe another person's or entity's copyright, trademark, moral right, right of privacy, or other intellectual property right;
  - No other person or entity has any right, title or interest in the material;
  - The participant has in no way assigned, licensed, disposed of or otherwise encumbered any of their rights that allow them to submit the materials;
  - The participant has obtained any and all releases and consents of third parties necessary to permit the submission and exhibition of the material in the manner set forth in these terms and conditions without additional compensation;
  - The material does not contain unlawful or illegal content or content contrary to the laws or regulations of the country where the Promotion is conducted and/or the jurisdiction where the material was created and/or submitted to the Promotion.
- d. Materials may only be submitted electronically. Other materials are not taken into consideration. Submitted materials will not be returned.
- e. In addition, materials uploaded must not:
  - Include people under the age of 18;
  - Include recognizable people, other than the participant, unless their consent for uploading the picture has been received in writing;

- Include visible trademarks, service marks, company names or other intellectual property rights;
  - Infringe upon someone's privacy or integrity or depict someone in an unpleasant or embarrassing situation.
- f. A participant shall be liable for any costs, expenses and losses incurred by the Promoter due to the participant's breach of the requirements related to the materials should the Promoter become the subject of an allegation, claim, legal action or proceeding due to such breach of these terms and conditions.
- g. All and any materials submitted into the Promotion become the sole property of the Promoter. The Promoter may use the materials at its own discretion in any manner without the obligation to pay remuneration for the use of the material to a participant.

Where permitted by law, by entering the Promotion, each participant gives his/her consent to the Promoter to use the Participant's name and any submitted pictures and other materials in any media for an unlimited period of time without the obligation to pay a remuneration to the participant.

Any submitted pictures and other materials, as well as the names of the winners, may be used, at the Promoter's discretion, for promoting the Promotion or any products or services manufactured, supplied or offered by the Promoter and connected to the theme of this Promotion.

## **8. PRIVACY**

Personal information provided by and related to the participants will be held and used by the Promoter, and its group companies, suppliers and contractors in the extent necessary for carrying out and administering this Promotion, in accordance with the Promoter's Privacy Policy. The Privacy Policy can be read here: <https://milestone.it/legal-note-and-privacy/>

By participating in the Promotion, the participants are deemed to accept and to be bound by these terms and conditions and to have given consent to the transfer and processing of their personal data by the Promoter for the purposes of this Promotion in accordance with the Promoter's Privacy Policy.

Participants will be invited to opt-in to receive further communications from the Promoter and selected partners. By opting in, participants consent to the receipt of any email and/or commercial communication in relation to the Promoter's products, services and events. This will not affect a participant's chances to win.

## **9. General**

- o Information on how to enter forms part of these conditions. By participating, you agree to be bound by these conditions.
- o The Promoter cannot accept any responsibility for any damage, loss, injury (including indirect or consequential loss) suffered by any entrant entering the Promotion or as a result of accepting any prize. However, nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
- o The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entry not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website.
- o The Promoter's decisions regarding any aspect of this Promotion is final and no correspondence will be entered into.
- o The Promoter reserves the right to withdraw, vary, cancel or suspend an element of a prize if, due to circumstances outside of its control, that element is no longer available. The Promoter will not be responsible for, or liable to any winner, if all or part of a prize is not available or must be varied or cancelled for any reason. In the event of unforeseen circumstances, the Promoter reserves the right to substitute a prize or an element of the prize for an alternative of equal or greater value.
- o The Promoter is not responsible for any third-party acts.
- o This Promotion is subject to all applicable laws and regulations.

- If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel this Promotion, as appropriate.
- The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, which is in no way responsible for any aspect of this Promotion.
- The winners' name and the initial of his surname's capital letter will be made available upon request by sending an email to: [international@promosfera.com](mailto:international@promosfera.com) between 15 and 30 January 2021.

**The present Full Terms and Conditions are available at: [www.ride4real.eu](http://www.ride4real.eu)**

**This Promotion shall be governed by UK Laws.**