

TERMS AND CONDITIONS

CONTEST

"LAMBORGHINI COUNTACH LPI 800-4 CHALLENGE"

1. ORGANIZING COMPANY

The company organizing the contest "*Lamborghini Countach LPI 800-4 Challenge*" (the "**Contest**") is Automobili Lamborghini S.p.a., with its registered office at S. Agata Bolognese (BO), via Modena 12, Italy, VAT no. 00591801204 (the "**Organizing Company**").

The company ProGaming Italia S.r.l., with a registered office in San Candido (BZ), via M. H. Hueber 3, Italy, VAT no. 02373080213 will act as a partner of the Organizing Company in the framework of this Contest (the "**Partner**").

2. DURATION

The Contest will take place from 08:00 a.m. GMT of August 1st, 2022, up to 23:59 GMT of September 14th, 2022, (the "**Contest's Duration**") and the Final Prizes, as defined below, will be assigned by and no later than December 23, 2022, in front of an Italian notary public or an official of the competent Italian Chamber of Commerce.

3. TERRITORY

The Contest will take place in the territory of the Italian Republic (the "**Territory**").

4. PARTICIPANTS

The Contest is open to individuals who, jointly and according to the terms and conditions of the following Article 5:

- are aged 16 (sixteen) or over at the time of entry, remaining understood that Participants under the age of 18 (eighteen) must obtain the permission of their parents or legal guardians when taking part in the Contest;
- have a mobile device, tablet or cell phone, with an internet connection and an Android or iOS operating system or Windows/X-Box (each a "**Device**" or, jointly, the "**Devices**");
- have downloaded, during the Contest's Duration, the videogame "*Asphalt 9: Legends*", available free of any charge on Google Play App Store, App Store Apple and Microsoft Store X-Box (the "**Game**");
- have registered and created an account on the website <https://esports.lamborghini/mobile-activity/> (the "**Website**"), providing all the personal data requested in the registration form (*i.e.* nickname, e-mail address, password, date of birth) in an accurate, correct, complete and truthful way, and

confirming the registration in accordance with the procedures set out on the Website (the "*Truthful Registration*");

(the "*Participant*" or, plurally, the "*Participants*").

Participation in the Contest **is forbidden** to:

- individuals who reside in one of the following countries:
 - Russia;
 - Bielorrussia;
 - Crimea;
 - Cuba;
 - Arab Republic of Syria;
 - Islamic Republic of Iran; and
 - Democratic People's Republic of Korea.
- consultants and/or employees of the Organizing Company and/or the Partner and their family members;
- those who have registered with the Contest but failed to comply with the requirements of the Truthful Registration;
- those who have used automatic systems and/or robots aimed at overriding the control systems and/or the registration system for the Contest and/or used automatic systems or robots aimed at simulating the required human interaction with the Website;
- those who use emulator systems that recreate the game experience on the Devices but allow participation in the activity from a laptop or another device other than the Devices, as defined above.

The Organizing Company and/or the Partner reserve the right to carry out all the necessary verifications related to the correct participation in the Contest and, in case of irregularities in the participation in the Contests, the prizes offered by the Organizing Company will not be assigned to the Finalists, as defined below.

5. PARTICIPATION PROCEDURE

Participants may take part in this Contest by competing in the iOS Qualifier, Android Qualifier and Windows/X-Box Qualifier, as defined below, specifically organized, respectively, for those Participants who use Devices with the iOS operating systems, for those Participants who use Devices with Android operating systems and for those Participants who use Devices with Windows/X-Box operating systems.

5.1. QUALIFIER IOS

Following the Truthful Registration, Participants who use Devices with iOS operating systems will be entitled to access the Game through their devices and register for at least one of the competitions organized by the Organizing Company, which will take place according to the following schedule (each the “*Qualifier iOS*” and, jointly, the “*Qualifiers iOS*”).

Qualifier iOS	Date
Qualifier iOS 1	from 08:00 GMT of August 1 st , 2022, to 23:59 GMT of August 7, 2022
Qualifier iOS 2	From 08:00 GMT of August 22, 2022, to 23:59 GMT of August 28, 2022

During the iOS Qualifiers, Participants shall compete with one another, in single game mode, racing on a specific circuit among those available in the Game, to set the best lap time.

At the end of the iOS Qualifiers, the Organizing Company will draft a ranking of the Participants, based on the qualifying lap time obtained by each iOS Qualifier, and the first two Participants who, during the iOS Qualifier, obtained the best lap time (each the “*iOS Finalist*”) shall be entitled to take part in the iOS Final, which will take place according to the terms and timing outlined in article 6.1 below.

The Participants which will result to be in the first two places of the ranking of the Qualifier iOS 1 will not be able to take place in Qualifier iOS 2 or in any case result in the first two places of the ranking of Qualifier iOS 2.

5.2. QUALIFIER ANDROID

Following the Truthful Registration, Participants who use Devices with Android operating systems will be entitled to access the Game through their devices and register for at least one of the competitions organized by the Organizing Company, which will take place according to the following schedule (each the “*Qualifier Android*” and, jointly, the “*Qualifiers Android*”).

Qualifier Android	Date
Qualifier Android 1	from 08:00 GMT of August 1 st , 2022, to 23:59 GMT of August 7, 2022
Qualifier Android 2	From 08:00 GMT of August 22, 2022, to 23:59 GMT of August 28, 2022

During the Android Qualifiers, Participants shall compete with one another, in single game mode, racing on a specific circuit among those available in the Game, to set the best lap time.

At the end of the Android Qualifiers, the Organizing Company will draft a ranking of the Participants, based on the qualifying lap time obtained by each Android Qualifier, and the first two Participants

who, during the Android Qualifier, obtained the best lap time (each the "**Android Finalist**") shall be entitled to take part in the Android Final, which will take place according to the terms and timing outlined in article 6.1 below.

The Participants which will result to be in the first two places of the ranking of the Qualifier Android 1 will not be able to take place in Qualifier Android 2 or in any case result in the first two places of the ranking of Qualifier Android 2.

5.3. QUALIFIER WINDOWS/X-BOX

Following the Truthful Registration, Participants who use Devices with Windows/X-Box operating systems will be entitled to access the Game through their devices and register for at least one of the competitions organized by the Organizing Company, which will take place according to the following schedule (each the "**Qualifier Windows/X-Box**" and, jointly, the "**Qualifiers Windows/X-Box**").

Qualifier Windows/X-Box	Date
Qualifier Windows/X-Box 1	from 08:00 GMT of August 1 st , 2022, to 23:59 GMT of August 7, 2022
Qualifier Windows/X-Box 2	From 08:00 GMT of August 22, 2022, to 23:59 GMT of August 28, 2022

During the Windows/X-Box Qualifiers, Participants shall compete with one another, in single game mode, racing on a specific circuit among those available in the Game, to set the best lap time.

At the end of the Windows/X-Box Qualifiers, the Organizing Company will draft a ranking of the Participants, based on the qualifying lap time obtained by each Windows/X-Box Qualifier, and the first two Participants who, during the Windows/X-Box Qualifier, obtained the best lap time (each the "**Windows/X-Box Finalist**") shall be entitled to take part in the Windows/X-Box Final, which will take place according to the terms and timing outlined in article 6.1 below.

The Participants which will result to be in the first two places of the ranking of the Qualifier Windows/X-Box 1 will not be able to take place in the Qualifier Windows/X-Box 2 or in any case result in the first two places of the ranking of the Qualifier Windows/X-Box 2.

The Qualifiers Android, the Qualifiers iOS and the Qualifier Windows/X-Box will be jointly defined as the "**Qualifiers**".

6.1 IOS FINAL

During the iOS Final, which will take place on September 14, 2022, the iOS Finalists will have to compete against one another, in the framework of double-elimination matches specifically organized by the Organizing Company, according to the "best of 3 (three) races" method.

The last match of the iOS Final will take place according to the "best of 7 (seven) races" method.

During the last match of the iOS Final, the iOS Finalist who remained undefeated during the double-elimination phase will be awarded a one-race lead over the other iOS Finalist.

At the end of the iOS Final, no later than December 31, 2022, the Organizing Company, in the presence of a notary public or an official of the competent Chamber of Commerce, will draft a ranking of the iOS Finalists (the "**iOS Final Ranking**"), based on the number of games won by the Finalists during the iOS Final, in order for the prizes to be assigned, according to the specifics set forth below.

In accordance with the "best of 7 (seven) races" method, the iOS Finalist who wins 4 (four) of the 7 (seven) races organized during the last match of the iOS Final will be ranked in the first position of the iOS Final Ranking.

6.2 ANDROID FINAL

During the Android Final, which will take place on September 14, 2022, the Android Finalists will have to compete against one another, in the context of double-elimination matches specifically organized by the Organizing Company, according to the "best of 3 (three) races" method.

The last match of the iOS Final will take place according to the "best of 7 (seven) races" method.

During the last match of the Android Final, the Android Finalist who remained undefeated during the double-elimination phase will be awarded a one-race lead over the other Android Finalist.

At the end of the Android Final, no later than December 31, 2022, the Organizing Company, in the presence of a notary public or an official of the competent Chamber of Commerce, will draft a ranking of the Android Finalists (the "**Android Final Ranking**"), based on the number of games won by the Android Finalists during the Android Final, in order for the prizes to be assigned, according to the specifics set forth below.

In accordance with the "best of 7 (seven) races" method, the Android Finalist who wins 4 (four) of the 7 (seven) races organized during the last match of the Android Final will be ranked in the first position of the Android Final Ranking.

6.3 WINDOWS/X-BOX FINAL

During the Windows/X-Box Final, which will take place on September 14, 2022, the Windows/X-Box Finalists will have to compete against one another, in the context of double-elimination matches specifically organized by the Organizing Company, according to the "best of 3 (three) races" method.

The last match of the Windows/X-Box Final will take place according to the "best of 7 (seven) races" method.

During the last match of the Windows/X-Box Final, the Windows/X-Box Finalist who remained undefeated during the double-elimination phase will be awarded a one-race lead over the other Windows/X-Box Finalist.

At the end of the Windows/X-Box Final, no later than December 31, 2022, the Organizing Company, in the presence of a notary public or an official of the competent Chamber of Commerce, will draft a ranking of the Windows/X-Box Finalists (the "**Windows/X-Box Final Ranking**"), based on the number

of games won by the Windows/X-Box Finalists during the Windows/X-Box Final, in order for the prizes to be assigned, according to the specifics set forth below.

In accordance with the "best of 7 (seven) races" method, the Windows/X-Box Finalist who wins 4 (four) of the 7 (seven) races organized during the last match of the Windows/X-Box Final will be ranked in the first position of the Windows/X-Box Final Ranking.

The iOS Final, the Android Final and the Windows/X-Box Final will also be referred to each as the "**Final**" and, jointly, as the "**Finals**". The iOS Final Ranking, the Android Final Ranking and the Windows/X-Box Final Ranking will also be referred to each as the "**Final Ranking**" and, jointly, as the "**Final Rankings**".

The iOS Finalists, the Android Finalists and the Windows/X-Box Finalists will also be referred to as the "**Finalists**".

7 FINAL PRIZES

Based on the position obtained in the Final Ranking of each Final, the Finalists will be entitled to receive the following prizes offered by the Organizing Company (each the "**Final Prize**" or, jointly, the "**Final Prizes**"):

- the Finalist who obtains first place in the Final Ranking of each Final will be entitled to receive an Amazon voucher, with a commercial value equal to Euros 800.00 (eight hundred/00) excluding VAT;
- the Finalist who obtains second place in the Final Ranking of each Final will be entitled to receive an Amazon voucher, with a commercial value of Euros 400.00 (four hundred /00) excluding VAT;
- the Finalist who obtains third place in the Final Ranking of each Final will be entitled to receive an Amazon voucher with a commercial value of Euros 200.00 (two hundred/00); and
- the Finalist who obtains fourth place in the Final Ranking of each Final will be entitled to receive an Amazon voucher with a commercial value of Euros 100.00 (one hundred/00).

The Organizing Company and/or the Partner will send to each Finalist a communication by means of e-mail, at the address indicated at the time of the Truthful Registration, containing the procedure for the acceptance of the Final Prize and the list of information and documents to be provided in order for the Finalist to receive/use the Final Prize (the "**Winning Notice**").

The acceptance must be received by the Organizing Company or the Partner **within 72 (seventy-two) hours of receipt of said Winning Notice**, together with the information and the documents requested by the Organizing Company.

The Final Prizes shall be awarded to the Finalist aged between 16 (sixteen) and 18 (eighteen) years subject to the submission - in accordance with the terms and conditions set out in the Winning Notice - of documentation certifying the authorization of the parent/guardian/person exercising parental responsibility, together with a copy of an identity document of such person.

In the case in which the Finalist fails to accept the Final Prize within the 72 (seventy-two) hour period referred to in the preceding point and/or in the case in which the Finalist fails to provide the

Organizing Company or the Partner with the necessary information and documents, including the authorization of the parent/guardian/person exercising parental responsibility in case the Finalist is aged less than 18 (eighteen) years, the Final Prize shall be awarded to the non-profit organization mentioned in clause 6 below.

The Final Prizes will be provided as a digital code to each Finalist by means of e-mail, at the address provided at the time of the Truthful Registration no later than December 31, 2022.

The Organizing Company and/or the Partner assume no responsibility in the case in which the Winning Notice is not completed/received due to problems related to the e-mail address indicated by Participants at the time of the Truthful Registration (such as a disabled, non-existent or full email address) and/or due to access problems, impediments, malfunctions or difficulties with technical tools, software and hardware, transmission and connection, internet connection, antivirus, antispam, firewall or any other cause beyond the control of the Organizing Company.

In light of the above, 12 (twelve) Final Prizes will be offered as part of this Contest and, as a result, the total prize pool of the Contest in relation to the Final Prizes is Euros 4,500.00 (four thousand and five hundred/00) excluding VAT.

8 DRAWING

At the end of the iOS Final, the Android Final and the Windows/X-Box Final, which will take place according to the calendar indicated in Article 6 above, the Organizing Company or the Partner will prepare a list of all the Participants who will have duly completed the Truthful Registration (the "**List**") from which will be drawn the Drawing Winners, as defined below.

No later than December 31, 2022, in the presence of a notary public or an official of the competent Chamber of Commerce, the Organizing Company or the Partner will draw from the List, manually and without the use of any software, n. 30 (thirty) Participants who will have the right to receive the Drawing Prizes, as defined in the following Article 8.1 (each the "**Drawing Winner**" and jointly the "**Drawing Winners**") and n. 30 (thirty) reserves (each the "**Reserve**" and jointly the "**Reserves**").

8.1 DRAWING'S PRIZES

Each Drawing Winner, drawn according to the terms and conditions of Article 8 above, will be entitled to receive a *voucher* of a commercial value equal to Euros 100.00 (one hundred/00) VAT excluded, to be used on the online store of the Organizing Company available at the following link <https://www.lamborghinistore.com/> (each the "**Drawing Prize**" and jointly the "**Drawing Prizes**").

After the drawing the Organizing Company and/or the Partner will send to each Finalist a communication by means of e-mail, at the address indicated at the time of the Truthful Registration, containing the procedure for the acceptance of the Final Prize and the list of information and documents to be provided in order for the Drawing Winner to receive/use the Drawing Prize (the "**Drawing Winning Notice**").

The acceptance must be received by the Organizing Company or the Partner **within 72 (seventy-two) hours of receipt of said Winning Notice**, together with the information and the documents requested by the Organizing Company.

The Drawing Prizes shall be awarded to the Drawing Winner aged between 16 (sixteen) and 18 (eighteen) years subject to the submission - in accordance with the terms and conditions set out in the Drawing Winning Notice - of documentation certifying the authorization of the parent/guardian/person exercising parental responsibility, together with a copy of an identity document of such person.

In the case in which the Drawing Winner fails to accept the Drawing Prize within the 72 (seventy-two) hour period referred to in the preceding point and/or in the case in which the Drawing Winner fails to provide the Organizing Company or the Partner with the necessary information and documents, including the authorization of the parent/guardian/person exercising parental responsibility in case the Drawing Winner is aged less than 18 (eighteen) years, the Organizing Company and/or the Partner will contact the Reserves.

The Organizing Company and/or the Partner assume no responsibility in the case in which the Drawing Winning Notice is not completed/received due to problems related to the e-mail address indicated by Participants at the time of the Truthful Registration (such as a disabled, non-existent or full email address) and/or due to access problems, impediments, malfunctions or difficulties with technical tools, software and hardware, transmission and connection, internet connection, antivirus, antispam, firewall or any other cause beyond the control of the Organizing Company and/or the Partner.

The Drawing Prizes will be provided as a digital code to each Drawing Winner by means of e-mail, at the address provided at the time of the Truthful Registration no later than December 31, 2022.

In light of the above, 30 (thirty) Drawing Prizes will be offered as part of this Contest and, as a result, the total prize pool of the Contest in relation to the Drawing Prizes is Euros 3,000.00 (three thousand/00) excluding VAT.

9 NON-PROFIT ORGANIZATION

Any Final Prize and/or Drawing Prize due and not requested or not awarded according to the provisions of this T&Cs shall be awarded to charity to the following non-profit organization:

Ageop Ricerca (Associazione Genitori Ematologia Oncologia Pediatrica)

with address in Via Massarenti 11, Bologna, Italy, c/o Policlinico Sant'Orsola Malpighi, Padiglione 13, "Pediatrica", 4° floor, fiscal code n. 91025270371.

10 ADVERTISEMENT

The Contest, the participation procedure, along with these terms and conditions will be published on the Website for the entire Contest's Duration until its conclusion.

The Contest shall be advertised by online marketing campaigns (banner) and through social networks (subject strictly to the General Data Protection Regulation (EU 2016/679, the GDPR) and in any other way that the Organizing Company may consider appropriate and lawful to use.

Moreover, pursuant to art. 10, paragraph 3 of D.P.R. 430/2001, the T&C will be kept at the legal address of the Organizing Company for the entire Duration of the Contest and the following 6 (six) months.

11 PRIVACY

Data Controller

The data controller is the Organizing Company.

Data Protection Officer

The Organizing Company has appointed a Data Protection Officer (DPO), who shall receive all the requests related to the processing of personal data and the exercise of rights under the legislation on the protection of personal data. The DPO can be contacted at: dpo@lamborghini.com.

Purposes, legal basis of processing and storage period

Participation in the Contest

Participants' personal data collected through the Truthful Registration will be processed in order to allow the Contest to be carried out and, in particular, to send the Participants communications relating to the Contest, for the performance of the operations connected therein. This processing is necessary in order to take steps at the request of the data subject and for the performance of a contract to which the data subject is a party, as well as to fulfil legal obligations to which the controller is subject. Any refusal to provide personal data will prevent the Participants from taking part in the Contest.

Participants' personal data will be stored for a period of 12 months as of the end of the Promotion itself.

Commercial and promotional communications

Participant's personal data, with the prior express consent of the Participant, will be processed in order to send promotional and commercial communications via e-mail and having as subject matter goods and/or services of the Organizing Company. Such processing of personal data is based on the consent of the data subject. The consent previously given can be revoked anytime by contacting the Organizing Company at the address indicated here below, being understood that a revocation of the consent will not impact the processing of the personal data until that moment. Any refusal to communicate personal data and the consent for the processing according to this paragraph will not impact the possibility for the Participant to take part in the Contest since the consent is just eventual and not mandatory.

The personal data of the Participants processed according to this paragraph will be stored by the Organizing Company for a period of 24 months from the consent given.

Recipients of personal data

Participants' personal data will be processed by employees and / or collaborators of the data controller, specifically designated as authorized persons for the processing. Furthermore, further recipients of personal data will be subjects who carry out activities related to the performance of the Contest on behalf of or in favor of the data controller, such as communication agencies and legal advisors.

The complete list of the recipients is available to the Participants upon request, that shall be addressed to the contacts referred to in section "Data subjects' rights".

Data subjects' rights

Participants may exercise their rights at any time, including the right to: *(i)* obtain access to their personal data; *(ii)* obtain the rectification or cancellation or, where applicable, the limitation on their processing; *(iii)* lodge a complaint with a supervisory authority.

The above rights may be exercised by contacting the Data Protection Officer appointed by the Organizing Company at the following addresses:

- by mail, at the address: dpo@lamborghini.com

12 MISCELLANEOUS

In light of the prize pool for the Final Prizes and the Drawing Prizes, the total prize pool of the Contest is Euros 7,500.00 (seven thousand five hundred/00) excluding VAT.

No Final Prize may be converted into cash and/or gold tokens.

The Final Prizes may not be used for any unlawful purpose and/or for the purchase of adult materials and/or products, remaining understood that the Organizing Company and the Partner assume no responsibility or liability whatsoever for the use of the Final Prizes or Drawing Prizes by each Finalist or Drawing Winner.

In light of the Covid-19 health situation and considering the possible adoption by the Italian Government of restrictive measures that might impact the freedom of movement within the national territory, the assignment of the Final Prizes and/or the Drawing Prizes may also take place via videoconference, in accordance with the procedures that will be specifically agreed upon with the notary public or the official of the competent Chamber of Commerce.

Participation in the Contest is free of any charge.

Internet connection costs, which shall entirely be borne by Participants, will not incur any additional costs for the purposes of the Truthful Registration and the participation in this Contest.

The Organizing Company declares to renounce the right of recoupment (*facoltà di rivalsa*) on the winners for the retention due pursuant to art. 30 D.P.R. 600/1973, as modified by art. 19, paragraph 2, L. 499/1997.

The Organizing Company has obtained a valid guarantee in favour of the Italian Ministry of Economic Development (*MISE*), pursuant to article 7 of Presidential Decree 430/2001, for the 100% of the total value of the prize pool of this Contest.

The Organizing Company and/or the Partner reserve the right to set out during the Contest's Duration any further contests and promotion in favour of the Participants: more specifically the Contest may be extended, or extra prizes may be made available in addition to those set out in these terms and conditions. The Organizing Company may revoke or modify the procedures of this Contest for any reasonable cause by giving prior notice to the Participants in the same form as the Contest has been advertised and/or in another equivalent/appropriate form.

The Organizing Company reserves the right to invite, at its sole discretion, the Participants to events which might be organized in the future by the Organizing Company, the Partner or third parties.

The Organizing Company and/or the Partner reserve the right to review and verify whether any participation in the Contest is legitimate. In the case of an irregularity in any participation in the Contest being detected, no Final Prize shall be awarded.

The Organizing Company and/or the Partner shall not be responsible for any event whatsoever beyond its control, including but not limited to: access, obstacle, malfunction or difficulties related to the technical tools, the cables, the electronics, the software and/or the hardware, the transmission and/or the connection, the phone and/or internet line that might prevent the Participants from participating in this Contest and also in the instance that the Truthful Registration has been used in an illicit way by a third party.

In the case in which the Final Prizes and/or the Drawing Prizes are no longer available for reasons of force majeure, the Organizing Company reserves the right to provide a substitute prize of equivalent or higher value, by giving reasonable prior notice through the same or equivalent channels used to promote this Contest.

The Organizing Company declares that the data of the Participants will be collected in accordance with the applicable laws and will also be stored in a server located in Italy.

13 LAW AND JURISDICTION

Without prejudice to any compulsorily applicable law, regulation or the like in any country, the Contest and any relationship, contract, claim or the like between the Company and the Participants and any matter, claim or dispute arising out of or in relation thereto shall be governed exclusively by Italian law.