

THE MICHELIN #CONNECTIONISEVERYTHING CONTEST OFFICIAL RULES

NO PURCHASE OR CONSIDERATION NECESSARY TO PARTICIPATE, ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in **The Michelin #ConnectionIsEverything Contest** (the “Contest”), each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Michelin North America, Inc. (the “Sponsor”) and Votigo, Inc. (the “Administrator”), which shall be final and binding in all respects.

SPONSOR: Michelin North America, Inc., 1 Parkway South, Greenville, SC 29615.

ADMINISTRATOR: Votigo, Inc., 1630 30th St. STE A593, Boulder, CO 80301

DATES OF PROMOTION: **The Michelin #ConnectionIsEverything Contest** (the “Contest”) starts at 12:00:01 AM Eastern Time (“ET”) on June 26, 2023 and ends at 11:59:59 PM ET on August 11, 2023 (the “Contest Period”). The Contest Period is divided into an entry period, a voting period and a judging period. The entry period starts at 12:00:01 AM ET on June 26, 2023, and ends at 11:59:59 PM ET on July 23, 2023 (the “Entry Period”). The voting period starts at 12:00:01 AM ET on July 24, 2023 and ends at 11:59:59 PM ET on August 6, 2023 (the “Voting Period”). The judging period starts at 12:00:01 AM ET on August 7, 2023 and ends at 11:59:59 PM ET on August 11, 2023 (the “Judging Period”).

ELIGIBILITY: The Contest is open to legal residents of the United States, D.C. and Canada who are age 18 or older at the time of entry. Void outside the U.S. or Canada, and wherever else prohibited by law. Employees of the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Contest is subject to all applicable federal, state, provincial and local laws and regulations.

HOW TO ENTER: There are two ways to enter the contest:

1. **Website Method of Entry:** During the Entry Period, visit <https://binkd.co/CIEContest> (the “Contest Website”) and submit a photo or video that truly embodies the essence of connectivity with your motorcycle. Showcase the bond between rider and machine, long lasting friendships, the thrill of the open road, or the unbreakable ties forged through our shared passion.
2. **Instagram Method of Entry:** During the Entry Period, post a photo or video to Instagram that truly embodies the essence of connectivity with your motorcycle. Showcase the bond between rider and machine, long lasting friendships, the thrill of the open road, or the unbreakable ties forged through our shared passion. You must include #ConnectionIsEverything #Contest #MichelinOnMyMoto and @MichelinMotorcyle to receive one (1) entry into the Contest (“**Instagram Entry**” or “**Entry**”). Please do not include brands other than Michelin® in your photo. To enter via Instagram, you must have an Instagram account and have your account settings set to public (not private). An Instagram account can be opened for free by downloading the Instagram application from the Apple store or Google Play or at Instagram.com. Including #ConnectionIsEverything #Contest #MichelinOnMyMoto and @MichelinMotorcyle in an Entry during the Entry Period constitutes your agreement to these Official Rules.

Entries must be received between June 26 2023 at 12:00:01 AM ET and July 23, 2023 at 11:59:59 PM ET. Entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.michelinman.com/privacyPolicy.html>.

There is no limit on the number of Entries per person as long as each Entry is unique. Entries submitted with a Photo or Video that has already been submitted will be disqualified.

Entries will be posted to a public gallery within the Contest Website (the “Contest Gallery”). The Sponsor will review all submitted Entries prior to such Entries being published and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning. Posting to the Contest Gallery does not indicate the Entry has complied with the Official Rules. Sponsor reserves the right to post sample Entries it has created in connection with the Contest. Sponsor does not guarantee the posting of any Entry.

ENTRY REQUIREMENTS & CONDITIONS: All Entries must comply with the following minimum guidelines to be eligible:

- Entrant should be the primary subject of the Entry. No other individuals may appear in the Entry, without express permission. If Entry features a

- minor under the age of majority in his/her state or province of residence, you must obtain written permission from the minor's legal guardian.
- Video Entries must be in one of the following formats: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP, and 3G2; must be under 200MB and must be no longer than 2 minutes in length.
 - Photos Entries must be in one of the following formats: .jpg, .jpeg, .png; must be under 20MB.
 - Entries must conform to the format and size requirements and limitations of the Contest Website.
 - Entries must be Entrant's original idea (modification of an original work is not an original idea). Entries must not copy or otherwise plagiarize from any source.
 - Entries cannot contain content that is irrelevant to the purpose of the Contest.
 - Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
 - Each submitted Entry must be original, on which no image editing software has been used.
 - No duplicate Entries or substantially similar Entries, as determined by the Sponsor's in its sole discretion, may be submitted.
 - By submitting an Entry taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Entry from the third party.
 - Entry must not contain content that is known by you to be false, inaccurate or misleading.
 - Any Entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified. Entry must not contain material that is inappropriate, indecent (including, but not limited to, nudity, or pornography), profane, obscene, hateful, tortious, defamatory, slanderous, libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), or illegal (e.g., underage drinking, substance abuse, computer hacking, etc.).
 - The Entry must not contain or depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination, including without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Entry must not contain or depict material that is threatening to any person, place, business, group, or world peace or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group.
 - The Entry must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or

portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Contest.

- Entry must not include music protected by a copyright (but including music that you own or have the rights to use is permitted).
- Entry must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any anti-social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
- All submitted Entries must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or entry will be disqualified from the Contest. The Entry must not disparage persons or organizations associated with Sponsor.
- Entries must not reference any of Sponsor's competitors or competitor's products.
- Entry must not have been submitted previously in a giveaway or promotion of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo/Video, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry.

By submitting an Entry, Entrant warrants and represents that: (a) Entry and Photo/Video do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Photo/Video; (c) Entrant owns all rights to their Entry including without limitation, copyrights, and has received prior written permission from a third party if any Photo/Video was taken by someone other than the Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

ENTRIES POSTED TO THE CONTEST WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV):

Grand Prize: There are two (2) Grand Prizes available to be won. Each Grand Prize winner will receive five (5) sets (one front and one rear) of MICHELIN® motorcycle tires award as a gift certificate. Grand Prize winners have the option to claim all five (5) gift certificates for sets of tires or they can designate one or more friends to receive a gift certificate. **The ARV of the Grand Prize: \$2,500 USD / \$3,410 CAD**

The total ARV of all prizes available to be won: \$5,000 USD / \$6,820 CAD

There is a limit of one (1) prize per person.

VOTING PERIOD: During the Voting Period (12:00:01 AM ET on July 24, 2023 and ends at 11:59:59 PM ET on August 6 2023), visitors will have the opportunity to visit the Site each day and vote for their favorite Entry. Limit one (1) vote per user per day. The use of robotic or automatic devices for voting is prohibited and Sponsor reserves the right to nullify all such votes and to disqualify the responsible individual from voting. Any attempt by any person to vote more than the number of times authorized herein, using any third party proxy voting services, incentives not sponsored by Sponsor, using multiple names or e-mail addresses and/or any other fraudulent mechanism(s), including robotic, automatic, programmed or similar methods, shall give the Sponsor, in its sole discretion, the right to disqualify the Entrant from the Contest. All Entrants and the votes each Entrant receives are subject to verification by Contest Administrator, and must meet all eligibility requirements before an Entrant may be confirmed as a winner of any prize.

JUDGING & WINNER DETERMINATION: During the Judging Period all eligible Entries received during the Contest Entry Period will be judged by a panel appointed by the Sponsor, who shall use the criteria set forth below:

- A. Reflection of Theme (40%)
- B. Creativity/Originality (20%)
- C. User Votes from the Voting Period (20%)
- D. Quality of Entry (20%)

The Photo Entry and the Video Entry that receive the highest total score based on the judging criteria will be deemed the potential Grand Prize winners. In the unlikely event of a tie, the tied Entry with the highest score in Criteria A,

Reflection of Theme, will be deemed the potential winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criteria A determining the potential finalists from among the tied entries, the highest scores in each of Criteria B through D, in sequence (to the extent needed) will determine the potential winner. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above.

WINNER NOTIFICATION & VERIFICATION:

Grand Prize: Potential Grand Prize winners will be notified by the Administrator via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"), or, if winner resides in Canada, a Declaration and Release Form (the "Declaration"). Noncompliance will result in disqualification and an alternate winner will be selected.

PRIZE CONDITIONS: Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Grand Prize Winner is responsible for all federal, state, provincial, local and income taxes associated with winning prize. If Grand Prize winner is a U.S. resident, he/she will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

No confidential relationship is established by any Entrant and the Sponsor as a result of participating in the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Sponsor or is otherwise inappropriate, the Sponsor reserves the right to disqualify the Entrant and void any Entries of said person.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any contest it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at

random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Greenville County, South Carolina and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Greenville County, South Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Greenville County, South Carolina. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration

hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

For Quebec residents: Any litigation respecting the conduct or organization of this Contest may be submitted to the Régie des alcools, des courses et des jeux du Quebec for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

PRIVACY: As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.michelinman.com/privacyPolicy.html>.

WINNERS LIST: For a list of winners, available after September 20, 2023 for a period of thirty (30) days email winners@votigo.com with a subject of "#ConnectionIsEverything Contest"

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