# "WIN D-BOX/Digital Motorsports Haptic Simulator" SWEEPSTAKE OFFICIAL RULES

1. The "WIN D-BOX/Digital Motorsport Haptic Simulator" Sweepstake (hereafter "Sweepstake") is organized by D-BOX Technologies Inc. having its registered office at 2172 de la Province Longueuil J4G 1R7 Quebec Canada ("D-BOX").

The Sweepstake starts on November 12<sup>th</sup>, 2022, at 12:00 AM (EDT) and closes on December 21<sup>st</sup>, 2022 at 11:59 PM (EDT). Any reference to time in this document indicates Eastern Daylight-saving Time ("**EDT**").

#### **ELIGIBILITY**

- 2. The Sweepstake is only open to all residents of USA (void where prohibited including and not limited to Florida), Canada (excluding Quebec), Germany, Austria, Spain, Portugal, Nederland, Bulgaria, Denmark, Sweden, Norway, Ireland, UK (void where prohibited for the listed European countries), Mexico (void where prohibited), who are of the age of majority at the start date of this Sweepstake. Individual who wishes to participate this Sweepstake is responsible to verify the local law for participating.
- 3. Employees, agents and/or representatives of D-BOX and Digital Motorsport, its distributors or affiliated companies, advertising agencies or any contributor, if applicable, are prohibited from participating to the Sweepstake, as well as anyone with whom an employee, agent and/or representative is domiciled or any member of his or her immediate family. For these official rules, "immediate family" refers to the father, mother, brothers, sisters, children, husband, wife or partner of such an employee, agent and/or representative.

#### **HOW TO ENTER**

#### 4. **Registration**

- 4.1 To participate to this Sweepstake, a participant ("**you**" or the "**Participant**") must complete and comply with the following registration steps:
  - a) Sign up to the "www.d-box.com/enascar/contest" and complete the electronic entry form ("Entry Form") by filling all required fields, which include providing your answer to a mathematical skill question if you are a Canadian resident ("Mathematical Question") and a valid email address.
  - b) Each Participant can only participate once by using one valid e-mail address to enter Sweepstake via the Entry Form.
  - c) The same e-mail address cannot be used by more than once. Submitting multiple Entry Form for the same Participant will void the registration to the Sweepstake.
  - d) Read and agree with these Sweepstake Official Rules as well as the D-BOX privacy policy (https://www.d-box.com/en/privacy-policy/) ("**Privacy Policy**") by clicking on "Agree" box and "Submit" the Entry Form.
- 4.2 By participating to this Sweepstake, Participant agrees to be governed by these Sweepstake Official Rules and the Privacy Policy. All information provided by Participant in the Entry Form (such as first name, surname, e-mail address, postal address) is required to ensure participation in the Sweepstake and will be strictly used for the Sweepstake drawing purposes as well as notifying the Winner (as defined below) of the Prize (as defined below). The provided information is stored and governed according to these Rules and the Privacy Policy. The information of the non-winning Participants will be deleted or anonymized immediately after the end of the Sweepstake. D-BOX will not pass on Participants' information to third parties. D-BOX has appointed a company data protection officer. You may contact our Privacy Officer at legal@d-box.com regarding any aspect related to the processing and use of your information.
- 4.3 No purchase necessary to enter the Sweepstake.
- 4.4 Purchase will not increase the chances of winning of the Participant.
- 4.5 D-BOX reserves the right to cancel or to exclude any participations if a Participant is in violation of the Rules of this Sweepstake.

### **DRAW**

5. On December 22<sup>nd</sup>, 2022 at 12:00 EDT, one draw will be held at the D-BOX office, using all entries collected from the Entry Form to select one random winner ("Winner") from all Participants ("Drawing Date").

#### **PRIZE:**

- 6. One Winner will be drawn randomly as per the conditions of Section 5 and will be awarded with ONE (1) driving simulator consisting of: one Playseat Sensation Pro cockpit & seat, one Fanatec DD2 Wheelbase, one Fanatec Clubsport V2 Nascar Wheel fo PC & Xmbox, one Fanatec V3 Pedals and one D-BOX haptic system (G3 4250i 110volts or 230 volts) for the total value of \$ 14,055.00 USD (FORTEEN THOUSAND AND FIFTY-55 US DOLLARS) ("Prize").
- 7. The Prize is not transferable, assignable, or redeemable for cash. Any difference between advertised and actual values will not be awarded.
- 8. The Prize must be accepted as awarded and cannot be transferred, substituted with another prize or exchanged in whole or in part for money. D-BOX reserves the right, at its sole discretion, to replace the Prize with another of a comparable value if it is not possible to award it to the Winner as described in paragraph 6 above for any reason.

## **GENERAL TERMS AND CONDITIONS**

- 9. To be declared Winner, Participant whose Entry Form is randomly chosen for the Prize must respect the entry and eligibility conditions stipulated in this Sweepstake Rules including but not limited to Canadian Participants who need to have the Mathematical Question answered correctly. Failure to respect one or several of these conditions means the Winner will be disqualified and another random draw will be conducted to choose another Winner.
- 10. D-BOX will contact the Winner by e-mail. In the event that D-BOX is unable to reach the Winner of the draw for whatever reason within forty-eight (48) hours following the draw, D-BOX will conduct as many draws as necessary from the Entry Forms to find a Winner.
- 11. To claim the Prize, the Winner must fill in and sign a declaration of compliance and a full liability release (hereafter "Compliance and Liability Form") that will be sent to such Winner by e-mail by D-BOX and return it by e-mail filled in and signed within fifteen (15) days of receiving it. In the event that the Compliance and Liability Form is not signed nor returned within the time limit, D-BOX reserves the right, at its sole discretion, to conduct or not as many draws as necessary to award the Prize. If D-BOX decides not to conduct a new draw, the Prize will simply not be awarded.
- 12. Upon receipt of the Compliance and Liability Form, D-BOX will inform the Winner by e-mail of all the details related to how the Winner will receive the Prize.
- 13. The Prize will be delivered to the Winner between "February 1st, 2023 at 12:00 EDT" and "March 31st, 2023" inclusively.
- 14. In the event that it is not possible to deliver the Prize to the Winner, for whatever reason due to Winner's situation such as not be able to provide valid information for delivery, the Prize must be claimed at Digital Motorsports's offices, Unit P6 Grants Road, Greenogue Business Park, Rathcoole, Co Dublin, Ireland, D24 Y82X, by March 31st, 2022, at the latest, otherwise it shall become null and void. In such case, the Prize will not be redrawn and will simply not be awarded.
- 15. By entering this Sweepstake you agree that D-BOX, its respective companies and divisions and any other moral person of its corporate group, its affiliates and their respective shareholders, administrators, executives, employees and agents, as well as any contributor to the Sweepstake, including "Digital Motorsports", "iRacing" and "eNASCAR" (hereafter called "Released Recipients") are not responsible for matters regarding the Prize or the Sweepstake and provide no guarantee for either. You further agree to release and hold harmless the Released Recipients for any liabilities for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of or inability to use the Prize or from participation or inability to participate in this Sweepstake and under no circumstances, including negligence, shall any of the Released Recipients be liable for any direct, indirect, incidental, special or consequential damages resulting from participation in the Sweepstake or acceptance, use or misuse of the Prize. ALL INFORMATION AND EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND PRIZE, ARE 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.
- 16. D-BOX shall not be held liable in any case where its inability to act results from a fact or situation beyond its control (including but not limited an outbreak of an epidemic or pandemic), from a strike, lock-out or any other labour dispute in its facilities or in the facilities of the organizations or companies whose services are used in the course of holding this Sweepstake.
- 17. The Winner will provide a paid-up and perpetual world-wide license to D-BOX, if required, to use his or her name, photograph, region or country of residence, voice, image and (or) declaration regarding his or her Prize for advertising purposes without any form of remuneration. The Winner may request D-BOX to withdraw and destroy such given information at any time according to the Privacy Policy.
- 18. D-BOX and the Release Recipients shall not incur any responsibility for incomplete or incomprehensible name and addresses provided by Participant(s). D-BOX reserves the right to reject any Entry Form that is incomplete, illegible or mutilated or that contains a human or mechanical error and to proceed with the selection of another Entry Form.
- 19. Any Entry which are contrary to the spirit of the Sweepstake or to the Sweepstake rules (e.g., computer pirating, mass emailing, etc.) will be automatically rejected and may be referred over to the appropriate judicial authorities. Any automated entries will be noticed and rejected.
- 20. The Released Recipients are not in any way responsible for any problem encountered by the Participant, including, but without being limited to, the technical malfunction of any network or lines, any other problem resulting directly or indirectly in a virus, bug or technical failure following the sending of e-mails to the D-BOX for any reason including, but without being limited to, traffic congestion on the Internet network or on the Web site or a combination of both. The Release Recipients are not responsible for any damage done to computer equipment following entering the Sweepstake. D-BOX and other Release recipients are not responsible for any problem that could prevent the proper conduct of the Sweepstake in accordance with the rules established herein including, but without restricting the generality of the above, or the postponement of the Sweepstake promotion or of the Sweepstake.
- 21. D-BOX reserves the right to modify or cancel the Sweepstake without advance notice, subject to having obtained any required approval from Canada's competition bureau or any other relevant authorities in the regions or country this Sweepstake is legally carried out. For instance, D-BOX may terminate this Sweepstake if proper execution cannot be carried out for technical or legal reasons, and you agree that you shall not be entitled to any claims against D-BOX.
- 22. The decisions made by D-BOX are final and without appeal.
- 23. If one of the provisions of these Official Rules is or become invalid, the validity of the remaining provisions shall remain unaffected.
- 24. The Sweepstake rules are available at <a href="https://www.d-box.com/en/enascar-contest">https://www.d-box.com/en/enascar-contest</a>.