Avon Cobra Chrome Motorcycle Tires Promotion: Terms and Conditions

The promotional campaign denominated "Avon Cobra Chrome Motorcycle Tires Promotion" is a marketing action developed and implemented by Goodyear Operations S.A. with its registered office in Avenue Gordon Smith, L-7750 Colmar-Berg, Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B71.219 (hereinafter referred to as the "**Organizer**"), aimed to increase the purchase of Avon branded Motorcycle Tires in the patterns defined in Attachment 1 to these Rules and Conditions (hereinafter referred to as the "**Tires**"). Implementation of the Campaign is supported and administered by 360 Insights Name: 360insights (Europe) Ltd. Address: Hamilton Pratt, 3a Tournament Court, Tournament Fields, Warwick, England, CV346LG (hereinafter referred to as the "**Administrator**").

By submitting your receipt, completing the above information, and participating in this promotion, you agree to be bound by the promotion's terms and conditions herein outlined below.

- 1. This offer is only available to consumers residing in the United States of America ("USA"), aged 18 and over, who purchase any new Avon Cobra Chrome motorcycle tires from an Avon dealer in the USA between 00:00:01 am on July 1st 2023 and 23:59:59 pm on September 30th 2023. Qualifying purchases can be made in person or online from any Avon Tires dealer. Visit our website at www.avontires.com/en-us/rewards/ to find a dealer of your choice.
- 2. By entering this promotion the consumer ("you" and "your") will be deemed to have legal capacity to do so, to have read and understood these Terms and Conditions and agree that you will be bound by them and by any other requirements set out in any related material.
- 3. Qualifying consumers who properly complete an online claim form on or before October 15th, 2023 will receive either a \$20 (for one tire) or \$50 (for two tires) reward in the form of either a virtual Avon Tires Visa® Prepaid Card. The purchase of two tires need not be transacted at the same time but in order to qualify for the \$50 gift card, they must be claimed at the same time.
- 4. It is your responsibility to properly complete the online claim form at www.avontirespromos.com in order to initiate the collection of your reward. Claim forms must be accompanied by proof of a qualifying purchase (i.e. a new Avon Cobra Chrome tire or tires) from an Avon Tires dealer in the USA, in the form of a valid and paid-in-full receipt. Online order confirmations and invoices without an accompanying remittance note will not be accepted as proof of purchase. Incomplete claim forms, claim forms submitted without proof of a qualifying purchase, claim forms submitted with an invalid proof of purchase and claim forms which otherwise do not comply with these terms and conditions will not be accepted. The validity of a claim form, including its uploaded purchase receipt(s), remains within the sole judgment of the Sponsor.
- 5. Your payment will be delivered via email with instructions for claiming your Visa® Prepaid Card. You must claim your card within 3 (three) calendar months of the date that these instructions are sent via email. The link to access your payment expires after that time. Once redeemed, your card will be valid for 6 months. Rewards claimed can be redeemed at any retailer location that accepts Visa® debit cards in the USA. Pay close attention to the expiration date printed on the front of the card.
- 6. This offer cannot be combined with any other Avon Tires promotions, coupons or manufacturer-sponsored discounts.
- 7. There are no cash alternatives to the reward cards made available to consumers through this promotion.
- 8. This offer is open to consumers purchasing Avon Cobra Chrome motorcycle tires. Fleet purchases are specifically excluded from this promotion.

- 10. The Organizer retains the complete and sole right to adjudicate any dispute arising from this promotion and all decisions by the Organizer are final. By participating in this promotion, you agree that no liability shall attach to the Organizer as a result of any amendment, variation or deviation undertaken. In any case, you hereby agree that the maximum amelioration of any grievance brought forth shall be the face value of the card if, and only if, it was validly claimed.
- 11. Events may occur that render the reward impossible due to reasons beyond the control of the Organizer and, accordingly, the Organizer may at its absolute discretion amend or vary the terms of this promotion, including but not limited to an instance where any aspect of the promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion. The Organizer may, in its sole discretion, cancel, terminate, modify or suspend the promotion, or invalidate any affected claims for rewards.
- 12. Any personal data that you supply to Organizer or authorize Organizer to obtain from a third party, for example, a participating dealer, will be considered by Organizer to be confidential and will only be used by Organizer to administer the promotion, including the sharing of personal data with 360insights, our third-party rewards fulfilment organization. In order to process, record and/or use your personal data Organizer may disclose it to (i) any person to whom Organizer proposes to transfer any of its rights and/or responsibilities under any agreement Organizer may have with you; (ii) any person to whom Organizer proposes to transfer its business or any part of it; (iii) comply with any legal or regulatory requirement of Organizer in any country; and (iv) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data Organizer will transfer such information outside the UK, in which event Organizer is responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer. For the Organizer privacy policy, visit https://www.goodyear.eu/en_gb/consumer/privacy-policy.html. You are entitled to access, change or remove your personal data held by the Organizer by emailing: avonmotorcycle@goodyear.com
- 13. Use your Visa® Prepaid Card anywhere Visa® debit cards are accepted in the USA. The Card may not be used at any merchant, including internet and mail or telephone order merchants, outside of the USA. The Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Your use of the Prepaid Card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that Prepaid Cards are subject to expiration, so pay close attention to the expiration date of the Card.
- 14. Unexpired, and unused or abandoned, cards that have value remaining may be subject to the laws of the State in which you reside. For more information consult your State's property laws.
- 15. By completing an online claim form in relation to this promotion, you agree to be bound by the foregoing terms and conditions, including but not limited to, granting consent to the referenced sharing of data with the Administrator for claim fulfilment purposes.