

**Terms and Conditions of the campaign  
denominated "OMNITRAC Guarantee"**  
(hereinafter referred to as the "Terms and Conditions")

**§ 1. General Provisions**

1. The promotional campaign denominated "OMNITRAC Guarantee" (hereinafter referred to as the "**Campaign**") is an action developed and implemented by Goodyear Dunlop Tires 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 offer to companies or individuals conducting their own business' activity composed of professional transport of goods or persons (hereinafter referred to as "**Fleets**") an additional damage guarantee for selected OMNITRAC S, OMNITRAC D, OMNITRAC T, OMNITRAC S HEAVY DUTY and OMNITRAC D HEAVY DUTY tyres of Goodyear brand which are defined in Attachment 1 hereto (hereinafter referred to as "**Tyres**").
2. For the purpose of this Campaign an "**Affiliate**" shall mean deemed any company, firm company, firm, joint venture, partnership or other business, organization or entity which is directly or indirectly, controlled by, controlling or under common control with the Organizer, as the case may be. Such control of a company shall mean direct or indirect ownership of 50% or more of the outstanding voting securities of a company with the right to vote for the election of directors or the equivalent thereof and shall also mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such company. The terms "controlling" and "controlled" shall have correlative meanings.
3. Implementation of the Campaign is supported and administered by *PRO DUCT by Business Friends sp. z o.o.*, with its registered office in Warsaw at ul. Jankowska 10 (Poland) entered in Polish register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000004049 (hereinafter referred to as the "**Administrator**").
4. The Campaign is aiming to offer to Fleets fulfilling all conditions defined herein an additional free of charge accidental damage guarantee for Tyres (hereinafter referred to as the "**Accidental Damage Guarantee**"). Detailed terms and conditions of the Accidental Damage Guarantee are defined in the Attachment 2 hereto.
5. These Terms and Conditions are published on the Campaign's site maintained under the following website: [www.MyGoodyear.eu](http://www.MyGoodyear.eu) (hereinafter referred to as the "**Site**") during the entire term of the Campaign.
6. The Organizer reserves the right to amend these Terms and Conditions by publishing their new version on the Site, however, any amendments may not in any manner breach the rights already acquired by Participants. The amendments to these Terms and Conditions shall be announced at least 7 days prior to their entrance into force.
7. This Campaign is not and should not be, in no case, considered as a game of chance.

## § 2. Conditions of participation in the Campaign

1. The Campaign has been designed only and exclusively for Fleets which have registered their business activity in United Kingdom and fulfilled all the conditions specified below:
  - a) express their consent during their registration on the Site for Terms of use of the Site and submit relevant application for access to the Site by completing all mandatory fields; and
  - b) express their consent during their registration on the Site for disclosing their required personal data to the Organizer and for processing of disclosed personal data by the Organizer; and
  - c) register their participation in the Campaign on the Site by accepting these Terms and Conditions; and
  - d) do not have any overdue monetary obligations neither towards the Organizer nor towards any of its Affiliates; and
  - e) purchase at least one Tire (either from the Organizer or from any other seller) during entire term of the Campaign and register such purchase at the Site in accordance with § 4 unit 2 below; and
  - f) fulfil all additional conditions specified in the Attachment 2 hereto;

hereinafter referred to jointly as “**Participants**” or individually as “**Participant**”.

2. The Campaign may not be joined by the Organizer’s personnel, members of their families and personnel of other entities participating in the development and implementation of the Campaign commissioned by the Organizer, nor persons having permanent working relationship with such entities on non-employment contract basis.
3. The Organizer reserves the right to decide on withdrawing Participants the right to participate in the Campaign in case of violation of these Terms and Conditions, as well as in case of conducting activities which damage or compromise the good name of the Organizer or any of its Affiliates, their reputation or interests. The Organizer also reserves the right to decide on withdrawing Participants the right to participate in the Campaign in case of using by them incomplete or fake addresses or names. In such case excluded Participants lose the right to cover purchased Tyres by the Accidental Damage Guarantee.
4. The Organizer does not take responsibility for the consequences of failure to comply with tax obligations by Participants. The Organizer will not be liable for any damages resulting from changes in laws or their interpretation or for any additional expenses Participants are due to tax obligations and other public burdens.

## § 3. Duration of the Campaign

1. The Campaign starts from December 1, 2018 and lasts until December 31, 2021 (hereinafter referred to as the “**Term of Campaign**”) which means that Tyres purchased after December 31, 2021 will not be covered by the Campaign and cannot be registered at the Site.
2. For the sake of this Campaign, the date of purchase of Tyres is deemed to be the date indicated on a scanned copy of a document uploaded into the Site by Participant in accordance with § 4 unit 2 below.

## § 4. Accidental Damage Guarantee

1. The Organizer commits to cover by the Accidental Damage Guarantee Tyres specified in the Attachment 1 which were properly registered at the Site by Participants fulfilling all conditions defined in these Terms and Conditions and in the Attachment 2 hereto.
2. In order to be granted the Accidental Damage Guarantee Participants shall register on the Site purchased during the Term of Campaign. Tyres purchased by Participants shall be registered on the Site within 6 weeks from their purchase date. During the registration process Participants are obliged to upload into the Site clear scans or photos of relevant documents confirming the purchase. In case of registering on the Site purchase of Tyres Participants should upload clear scans or photos of invoices or receipts confirming such purchase (indicating in particular information about brand, model, volume, size and pattern of purchased Tyres).
3. All scans and photos of relevant documents confirming Tire uploaded by Participants through the Site will be verified and approved by the Administrator who will provide the Organizer with the information about fulfilment or lack of fulfilment of all conditions authorizing Participants to be granted the Accidental Damage Guarantee. The Administrator will also share with the Organizer information about sizes and patterns of Tyres purchased and registered by Participants. The Administrator will not disclose neither to the Organizer nor to any of its Affiliates any commercially sensitive information obtained from Participants.
4. The Organizer reserves the right to refuse to offer the Accidental Damage Guarantee to any Participant who has not properly registered Tire within the time frames defined in unit 2 above or to any Participant who has withdrawn from such purchase after its registration on the Site.

#### **§ 5. Qualification of Participants**

1. Verification process of completion by Participants of all eligibility criteria shall be performed by the Administrator within 14 days from registration on the Site of each Tire.
2. Each Participant will be notified about the outcome of the verification process within 21 days from registration on the Site of each. Respective notification shall be sent by an e-mail correspondence to the e-mail address of Participant provided during his registration process on the Site.

#### **§ 6. Complaints**

1. Participants have the right to raise complaints concerning the Campaign.
2. Participants are obliged to submit any complaints directly to the Organizer in writing by registered mail or by courier within 14 days from the date of reception of information on any irregularities related to the Campaign. Any complaints received by the Organizer after the above mentioned period will not be considered by the Organizer. Complaints shall be sent to the following address of the Organizer: Goodyear Dunlop Tires Operations S.A., Commercial Marketing Department, Avenue Gordon Smith, L-7750 Colmar-Berg, Luxembourg.
3. Decision on the acceptance or rejection of the complaint belongs to the Organizer who will inform in writing Participant submitting the complaint, within 14 days from its receipt, about his final decision.

4. Subject to different provision of point 2 above, any other communication between Participants and the Organizer shall be done through the Site or via an e-mail correspondence sent to the following e-mail address of the Organizer: [contact@mygoodyear.eu](mailto:contact@mygoodyear.eu).

#### **§ 7. Personal data of Participants**

1. The Organizer shall be considered as the data controller in respect of processing of personal data of Participants taking part in the Campaign. Detailed information with respect to processing of personal data of Participants has been included in the Terms of use and the Online Privacy Policy of the Site which have been published and are available to all Participants on the Site.

#### **§ 8. Final provisions**

1. These Terms and Conditions are binding for all parties participating in the Campaign and set forth the Campaign's principles, Campaign's eligibility criteria, rights and obligations of the Organizer, the Administrator and Participants.
2. All matters not regulated by these Terms and Conditions are subject to Luxemburgish law applicable to the registered office of the Organizer.
3. Any disputes under these Terms and Conditions shall be assigned to the exclusive jurisdiction of public courts territorially competent of the registered office of the Organizer.

**Attachment 1  
to the Terms and Conditions  
of the campaign "OMNITRAC Guarantee"**

**TYRES COVERED BY THE ACCIDENTAL DAMAGE GUARANTEE**

The Accidental Damage Guarantee covers the following new and TreadMax retread OMNITRAC S, OMNITRAC D, OMNITRAC T, OMNITRAC S HEAVY DUTY and OMNITRAC D HEAVY DUTY tyres of Goodyear brand:

<b>Size</b>	<b>Pattern</b>	<b>Tread Depth new (mm)</b>
13 R 22.5	OMNITRAC S	17,4
295/80 R 22.5	OMNITRAC S	16,1
315/80 R 22.5	OMNITRAC S	17,4
315/70 R 22.5	OMNITRAC S HL	16,7
385/65 R 22.5	OMNITRAC S	15,4
13 R 22.5	OMNITRAC D	20,9
295/80 R 22.5	OMNITRAC D	19,0
315/80 R 22.5	OMNITRAC D	20,9
315/70 R 22.5	OMNITRAC D	20,0
385/65 R 22.5	OMNITRAC T HL	17,6
13 R 22.5	TreadMax OMNITRAC D	20,9
315/80 R 22.5	TreadMax OMNITRAC D	20,9
315/70 R 22.5	TreadMax OMNITRAC D	20,0
12 R 22.5	OMNITRAC S HEAVY DUTY	16,1
13 R 22.5	OMNITRAC S HEAVY DUTY	17,4
315/80 R 22.5	OMNITRAC S HEAVY DUTY	17,9
12 R 22.5	OMNITRAC D HEAVY DUTY	16,1
13 R 22.5	OMNITRAC D HEAVY DUTY	17,1
315/80 R 22.5	OMNITRAC D HEAVY DUTY	18,0

**Attachment 2  
to the Terms and Conditions  
of the campaign "OMNITRAC Guarantee"**

**TERMS AND CONDITIONS OF THE ACCIDENTAL DAMAGE GUARANTEE**

**1. Conditions of the Accidental Damage Guarantee**

The Accidental Damage Guarantee covers any accidental damage which is suffered by a Tire covered by such guarantee which makes the Tire unusable and unrepairable provided that such Tire:

- a) has been used in accordance with the manufacturer's guidelines; and
- b) has not been involved in any road accidents or acts of vandalism or contact with chemicals, fire or any natural disasters; and
- c) possesses the tread which, at the moment of submitting a guarantee claim under the Accidental Damage Guarantee, is not more than 50% worn in comparison with the original new Tyres' tread depth specified in the Attachment 1.

**2. Claim procedure**

All claims under the Accidental Damage Guarantee shall be submitted by respective Participant within a period of 28 days from the date of occurrence of an accidental damage of Tire in accordance with the following procedure:

- a) Participant shall log into the Site, identify damaged Tire from the list of Tyres already registered on his individual account and initiate the guarantee process by selecting damaged Tire and by submitting a guarantee claim through the Site,
- b) Participant shall select through the Site a relevant authorized tire distributor who will be involved in the guarantee claim process (hereinafter referred to as the "**Selected Distributor**"),
- c) Participant shall deliver damaged Tire to the Selected Distributor within a period of 28 days from submission of the guarantee claim through the Site in order to perform its inspection,
- d) Participant shall register at the Site a scanned copy of an invoice or receipt confirming purchase of the same quantity of new Tyres specified in the Attachment 1 as the quantity of Tyres being a subject of the guarantee claim, under the condition that purchase of such new Tyres is made after initiating of the guarantee process through the Site.

Once the guarantee claim is accepted by the Organizer the Participant will receive a confirmation of refund through a separate e-mail correspondence sent to his e-mail address registered on the Site. The Organizer will also inform Participants about rejection of their guarantee claims by a separate e-mail correspondence sent to their e-mail addresses registered on the Site.

In case of accepting the guarantee claim by the Organizer Tyres being a subject of such claim become a property of the Organizer as of the moment of notifying respective Participant about acceptance of his guarantee claim by the Organizer. In case of rejection of the guarantee claim by the Organizer respective Participant may request a return of inspected Tyres within a period of 28 days from the moment of notifying him about rejection of his guarantee claim.

New Tyres purchased by Participants after initiating of the guarantee process may also be covered by the Accidental Damage Guarantee after completing all conditions specified in these Terms and Conditions and in this Attachment 2.

### **3. Reimbursement procedure**

If a Tire being a subject of the guarantee claim fulfils all conditions specified in these Terms and Conditions and in this Attachment 2 and was inspected and accepted by the Organizer during the guarantee process Participant submitting the claim will be granted a one-off payment per each single Tire calculated in accordance with the following formula (hereinafter referred to as the “**Reimbursement**”):

*(tread depth remaining in the Tire being a subject of the guarantee claim (calculated in millimeters) / tread depth of a new Tire of the same size, brand and type specified in the Attachment 1 (calculated in millimeters)) multiplied by £360.*

The Reimbursement will be paid directly by the Administrator into the bank account indicated and confirmed by the Participant during his registration process at the Site. Reimbursement will be paid within 28 days from the moment of notifying respective Participant about positive verification of his guarantee claim and registering by such Participant through the Site a scanned copy of an invoice or receipt confirming purchase of a new Tire in accordance with point 2 unit d) of this Attachment 2.

The right to obtain a Reimbursement expires within a period of 6 months from the moment of obtaining by respective Participant a notification about positive verification of his guarantee claim by the Organizer. In any case the Accidental Damage Guarantee will expire within a period of 24 months counted from the moment of purchase of a.

The Accidental Damage Guarantee does not cover any costs of services related to Tyres' replacement. All such costs shall be covered by Participants.