

**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 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 (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 applicable to the Accidental Damage Guarantee;

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 January 1, 2025 and lasts until December 31, 2025 (hereinafter referred to as the “**Term of Campaign**”) which means that Tyres purchased after December 31, 2025 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 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.

§ 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:

Size	Pattern	Tread Depth new (mm)
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 HL	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
385/65 R 22.5	TreadMax OMNITRAC T HL	17,6
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,

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.

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 £450.

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.

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.

Attachment 3
to the Rules and Conditions of the promotional program
denominated "OMNITRAC Guarantee"

INFORMATION CLAUSE REGARDING PERSONAL DATA

This information clause (the "**Information clause**") applies to personal data processed within the Program, in particular processed through the MyGoodyear Portal.

The Organizer's Commitment to Privacy

[Goodyear Operations S.A], with its registered office in [Avenue Gordon Smith, L-7750 Colmar-Berg, Luxembourg] at [TO BE COMPLETED] entered into [TO BE COMPLETED] register kept by [the Luxembourg Trade and Companies Register] under the following number [B71.219] (the "**Organizer**") respects the Participants' privacy and processes personal data (as further defined below) in a manner consistent with the laws, in particular consistent with the General Data Protection Regulation (the "**GDPR**").

Whenever Participants reveal within the Program any personal data, such data are processed by the Organizer acting as a controller, i.e. the entity responsible for the processing of revealed personal data, as it decides why and how such personal data is processed.

The purpose of this Information clause is to inform and explain to the Participants in all transparency:

- why and how the Organizer collects, processes and stores the Participants' personal data processed within the Program, in particular processed through the MyGoodyear Portal; and
- what is its role as "controller" of the Participants' personal data processed within the Program, in particular processed through the MyGoodyear Portal; and
- what are the rights of Participants and the Organizer in relation to the Participants' personal data processed within the Program.

Definitions

For purposes of this Information clause, the following definitions shall apply:

"**personal data**" means any information relating to an identified or identifiable natural person²;

"**processing**" shall mean any operation or set of operations that is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and the verb "**to process**" shall be construed accordingly;

"**processor**" means a natural or legal person which processes personal data on behalf of the controller. The Organizer's processors may be subsidiaries, Affiliates or third-party suppliers and service providers. In all cases, the Organizer will conclude a data processing agreement with its processor to ensure that the Participants' personal data is processed in accordance with the GDPR.

Information Collection

¹ Regulation 2016/679 of the EU Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

² An identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Categories of personal data collected

The Organizer will process in relation to the Program the following personal data of Participants:

- information identifying the Participants collected directly from the MyGoodyear Portal which are necessary in order to carry out the Program such as: (i) name, address, city, postal code, country and e-mail address of the Participants; (ii) name and surname of the Participants; (iii) bank account number of respective Participant; (iv) VAT number of the Participant;
- information about the Participants included in VAT invoices and receipts register by the Participants within the Camping on the MyGoodyear Portal.

Consequences of a refusal to provide personal data

Participants are not subject to any legal obligation to provide the Organizer with personal data defined in this Information clause nevertheless lack of revealing of required data will result in exclusion of respective Participant from the Program and refusal of payment of the Reward.

Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Organizer takes appropriate precautions to protect personal data in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction, and to respond to the misuse, loss or unauthorized use of such personal data.

Information the Organizer collects may be stored on third party data storage systems (see section "Third-Party Recipients" below). In those instances, the Organizer also requires those third parties to employ security practices and systems to ensure the security of the information.

Purposes and legal basis of the processing

Purposes of the processing

The Organizer and processors acting on the Organizer's behalf use the Participants' personal data for the following purposes:

- to verify completion by Participants of all conditions authorizing them to obtain the Reward in accordance with the Rules and Conditions;
- to calculate and pay the Reward which is due to Participants who fulfilled all conditions defined in the Rules and Conditions;
- to take decisions on the acceptance or rejection of complaints raised by Participants within the Program;
- to communicate with Participants in any matters related to the Program;
- to assert claims or to defend against claims.

Legal basis of the processing

Processing of the Participants' personal data collected within the Program, in particular through the MyGoodyear Portal, is necessary for:

- performance of the Organizer's contractual obligations towards Participants derived from the Rules and Conditions;
- fulfillment of legal requirements derived from tax and accounting rules; and
- pursuing legitimate interests of the Organizer in asserting claims or defending against claims.

Third-party recipients

The Organizer may transfer personal data to its members of personnel (to the extent they need it to perform their tasks) and to other companies of the Goodyear group. Such other group companies will either act as another controller (in which case the Participant will be separately informed about this processing) or only process personal data on behalf and upon request of the Organizer (thereby acting as a processor).

In addition, the Organizer may also transfer personal data to third party processors outside the Goodyear group to complete the purposes listed above, to the extent they need it to carry out the instructions given to them by the Organizer. Upon the date of entry into force of the Program the following entities are appointed by the Organizer as processors, responsible for processing any personal data collected within the Program through the MyGoodyearPortal:

- The Administrator: *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

- [TO BE COMPLETED] with its registered office in [TO BE COMPLETED] at [TO BE COMPLETED] entered in [TO BE COMPLETED] under the number [TO BE COMPLETED]

Participants' personal data processed within the Program, in particular through the MyGoodyear Portal, may be disclosed to:

- any third party to whom the Organizer transfers any of its rights or obligations under a relevant agreement; and
- any national or international regulatory, enforcement or exchange body or court where the Organizer is required to do so by applicable law or regulation or at their request; and
- any central or local government department and other statutory or public bodies.

Cross border data transfers

The personal data disclosed within the Program may also be processed in a country outside the European Economic Area, which includes the EU Member States, Iceland, Liechtenstein and Norway (the "EEA").

If the personal data is transferred outside the EEA, the Organizer will enter into EU standard contractual clauses approved by the European Commission prior to such transfer to ensure the required level of protection for the transferred personal data. Participants may request additional information in this respect and obtain a copy of the relevant safeguard put in place by exercising their rights as set out below (see section "Participants' rights").

Data retention

The Organizer will only retain the Participants' personal data necessary to carry out the Program and information about Participants included in VAT invoices and receipts register by such Participants on the MyGoodyear Portal within the Camping for the period necessary to calculate and pay the Reward and for the period of accepting or rejecting complaints raised by any Participant within the Program. Participants' personal data indicated in VAT invoices and receipts processed after the Term of Program in order to fulfill legal requirements will be retained during the period defined in tax and accounting rules.

However, if the Participants wish to have their personal data removed from the Organizer's databases during the Term of Program they can make a request thereto as described below. Deletion of personal

data of respective Participant will result in exclusion of such Participant from the Program and declining payment of the Reward.

Participants' rights

Each Participant has a right to access his personal data processed by the Organizer in accordance with the Rules and Conditions and this Information clause. Due to the fact that the Organizer processes significant number of various information it may request the Participant, in accordance with the GDPR's rules, before revealing his personal data to determine what exact data shall be revealed or what exact actions shall be taken by the Organizer.

If the Participant believes that any information held about him by the Organizer is incorrect or incomplete, he may also request the correction thereof. The Organizer will promptly correct any such information.

In some cases (which will be verified by the Organizer in accordance with the GDPR's requirements) the Participant has also the right to:

- request the erasure of the Participant's personal data;
- request the restriction of the processing of the Participant's personal data.

The Organizer will honour such request or objection as required under the applicable data protection rules.

In addition, the Participant has also the right to data portability. This is the right to obtain the personal data which the Participant has provided to the Organizer in a structured, commonly used and machine-readable format and to request the transmission of such personal data to a third party, without hindrance from the Organizer and subject to the Participant's confidentiality obligations.

To exercise the above rights, the Participant shall send an email to [TO BE COMPLETED].

If the Participant has any questions or is not satisfied with how the Organizer processes his personal data, such Participant should contact with the Organizer by sending a letter to the following address: [TO BE COMPLETED] or by sending an e-mail to [TO BE COMPLETED]. The Organizer will examine all questions or complaints raised by the Participant and will get back to such Participant as soon as possible.

The Participant has also always the right to file a complaint with the competent local data protection authority, i.e. [TO BE COMPLETED].