

REGULATIONS

Regulations governing the #pwc4ladventure competition (hereafter the “Regulations”)

Article 1 – Context

PricewaterhouseCoopers, Société coopérative, which is registered on the Luxembourg Trade and Companies Register under number B 65 477 and has its registered office at 2, rue Gerhard Mercator, L-2182 Luxembourg, (hereafter “PwC Luxembourg”), represented by Mr Marc Schernberg in his capacity as Partner, is organising a free competition without obligation to purchase, which will run from 2 October to 15 November 2017 inclusive (hereafter the “Competition”).

Article 2 – Who can take part?

Any team (hereafter “Participating Team”) that meets the following conditions is entitled to enter the competition.

Each Participating Team **must** consist of two people: one driver and one co-driver.

By no later than the date on which Selection Phase 2 takes place (scheduled for 01/12/2017), both the driver and the co-driver **must**:

- be students;
- be **between 18 and 28 years old**;
- hold a **category B driving licence**; and
- hold a **passport** that is valid and will remain so for at least 10 days after returning from Morocco.

Article 3 – How to take part and win

Selection Phase 1: From 2 October 2017 until 10 a.m. on 15 November 2017.

Participating Teams must:

- Make a video on the topic of “How do you 4L?” (the “Video”);
- Go to the Facebook page (<https://www.facebook.com/plug.into.pwc.luxembourg/> – the “PwC Luxembourg Facebook Page”), fill in the Competition entry form (which can be found in the “Documents” section of the page), and return the form to PwC Luxembourg using the email address provided on the PwC Luxembourg Facebook Page.
- Subject to PwC Luxembourg confirming the eligibility of the Participating Team, post the Video on the PwC Luxembourg Facebook Page. Each Participating Team may submit one Video only.

Furthermore, the Video must be a personal creation. PwC Luxembourg reserves the right to disqualify any Video that it deems contrary to the spirit of the Competition without needing to justify its reasons. The Video must adhere to the following technical criteria:

- Maximum duration: 1 minute
- Format: landscape
- Language: French, German, English or Luxembourgish

Internet users can “like”, “share” and “comment” on the Video(s) of their choice via the PwC Luxembourg Facebook Page. However, each Internet user can vote for only one Video every 24 hours.

The five Participating Teams whose Videos have received the most votes at 10 a.m. on 15 November will be selected to take part in Selection Phase 2 (below).

Each comment, like and share will count as one vote.

Please note that although the Competition is accessible through the Facebook platform, www.facebook.com, Facebook is neither the organiser nor the sponsor of the Competition, and as such

cannot be held liable in the event of a dispute between PwC Luxembourg and the Participating Teams in relation to the Competition.

Selection Phase 2: Scheduled for 1 December 2017

The five teams selected will be invited to PwC Luxembourg's premises (located at 2, rue Gerhard Mercator, L-2182 Luxembourg) for final selection tests (motivational interview, technical driving trials, etc.). The tests will be evaluated and graded fairly by a jury of PwC Luxembourg personnel. The jury will assess your motivation to take part in the rally, your ability to drive a 4L in all conditions, your sense of direction and your desire to represent PwC Luxembourg on the adventure. The Participating Team with the best overall grade will be declared the winner of the Competition.

Article 4 – Prize

The prize awarded to the winning Participating Team (the “Winning Team”) shall be PwC Luxembourg's sponsorship (the “Prize” or the “Sponsorship”) to take part in the 2018 Raid 4L Trophy (the “Rally”), which will take place from 15 to 25 February 2018 and is organised by the company Désertour (the “Organiser”).

Sponsorship shall include:

- 1) The following fees covered by PwC Luxembourg:

Registration fee: €3,290

Repatriation insurance: €95

Hiring a global positioning system (mandatory): €75

Mandatory and miscellaneous equipment: €315

Fuel and road-toll costs (reimbursed up to €800 upon production of receipts)

- 2) The loan of a Renault 4L bearing the PwC Luxembourg logo

The Winning Team may not claim any other compensation or payment under any circumstances whatsoever as an alternative to the Prize.

We would like to remind you that the Rally is not organised by PwC Luxembourg. Therefore, PwC Luxembourg assumes no liability for the Rally, except for the elements of the Sponsorship detailed above.

The Prize awarded is non-transferable: under no circumstances whatsoever shall the Winning Team be entitled to exchange the prize against an equivalent value in cash or any other prize.

There can only be one Winning Team and the Prize cannot be transferred to another party.

Photographs or other illustrations used for presentation purposes in relation to the Competition have no contractual value with regard to the characteristics of the Prize awarded.

If the intended Sponsorship is cancelled for any reason, especially in the event of the Rally being cancelled or due to force majeure, PwC Luxembourg may, at its discretion, substitute the Sponsorship for another prize of equal value or for a cash equivalent.

Article 5 – Presentation of the Prize and Publication of the Results

PwC Luxembourg shall inform the Winning Team by email. In order to accept the Prize, the Winning Team must respond to the email within six days of receiving the said email. Failure to do so may result in being considered to have renounced the prize outright.

The terms of the Sponsorship during the Rally shall be determined by mutual agreement with the Winning Team but shall, at the very least, involve the Winning Team adhering to the following conditions:

- Accepting and complying with the Official General Regulations of the 2018 Raid 4L Trophy ;
- Taking out all insurance coverage and obtaining all assistance necessary for the purpose of the Rally, in addition to the insurance and assistance provided by PwC Luxembourg and the Organiser;

- Refraining from committing any acts that: (i) may be considered obscene, illegal, controversial or contrary to common decency; or (ii) would harm PwC Luxembourg's image and reputation. Essentially, the Winning Team undertakes to behave in a prudent and responsible manner;
- Obtaining PwC Luxembourg's advance written permission – through the PwC Luxembourg Contact – to publish any content featuring any name, logo or other distinctive mark pertaining to PwC Luxembourg.

PwC Luxembourg reserves the right to disqualify the Winning Team and to contact the backup winning team(s) if the Winning Team: (i) turns out to have been ineligible to enter the Competition; (ii) cannot be contacted or the data required of it for the purpose of the Competition or the Sponsorship is incomplete or inaccurate; or (iii) is unable to participate in the Rally.

Finally, the confirmation of the Winning Team and the awarding of the Prize are subject to the independence rules required of auditors, to which PwC Luxembourg is bound.

Article 6 – Rights of extension, amendment and cancellation

PwC Luxembourg reserves the right to shorten, extend, amend or cancel the Competition and these Regulations if circumstances require or in the event of force majeure. PwC Luxembourg cannot be held liable for the aforementioned eventualities.

Article 7 – Protection of personal data

PwC Luxembourg shall, as necessary and using its systems, process information pertaining to identified or identifiable natural persons (the “Data Subjects”) as defined by the Law of 2 August 2002 on the protection of persons with regard to the processing of personal data, as amended. This information (the “Data”) shall be the information that the Data Subjects have transmitted directly or indirectly to PwC Luxembourg, and shall be processed in order for PwC Luxembourg to (i) organise the Competition; (ii) maintain its administrative and customer-relations systems, whether internally or outsourced; (iii) fulfil its contractual obligations; (iv) comply with its legal/regulatory obligations; (v) organise conferences, gatherings and other events; and (vi) keep the Data Subjects informed about PwC Luxembourg and the types of services that it provides. PwC Luxembourg undertakes to implement appropriate technical measures to protect the Data and to ensure that it remains confidential. The Data Subjects have the right to access and rectify their Data, as well as the right to object to its processing. They may exercise any of these rights by emailing dataprotection@lu.pwc.com.

Article 8 – Personality rights and third-party rights

The Participating Teams shall consent to all checks regarding the identity and personal details of the driver and the co-driver.

When making their Video, each Participating Team:

- undertakes not to copy – even partially – an existing idea and not to show any distinctive marks in the Video (in particular: brands, drawings, designs, etc.); and to respect the applicable laws governing copyright and, if applicable, the protection of natural persons, their private lives and their image, as well as any new legislation that may replace or supplement existing laws. In general, all Participating Teams undertake to adhere to the applicable legislation and regulations and to act in a prudent and responsible manner;
- shall guarantee in this regard that each Video is produced by the respective Participating Team itself, is free from all rights, and neither reproduces nor borrows from – even partially – any other work of any kind; and
- must obtain the consent of all persons filmed – or for minors, the consent of their parent or legal guardian – to the publication of, and ceding of rights to, the Video in which they appear, as provided by these Regulations.

Consequently, PwC Luxembourg shall accept no liability in the event of a request or claim of any kind lodged by a third party regarding the aspects specified in this Article. For example, if a court order is issued, Facebook shall be responsible for removing any contentious Videos and the Participating Team concerned shall hold harmless and indemnify PwC Luxembourg from any sanctions incurred by PwC Luxembourg as a result of such claims, especially regarding PwC Luxembourg's use of the Video provided by the Participating Team.

The Participating Teams shall cede to PwC Luxembourg in advance, strictly free from any cost or consideration, on a worldwide basis and for an indefinite period:

- (i) copyrights, plus any extension thereto;
- (ii) property rights over their Videos;
- (iii) all usage rights (especially those of publication, representation and reproduction) over their Videos; and
- (iv) permission to use the names of the driver and co-driver, as well as their photographs where applicable, for any promotional and commercial purposes in strict compliance with the objectives of the Competition and the Sponsorship and/or as part of PwC Luxembourg's activities, regardless of the medium used for doing so (in particular, PwC Luxembourg's website) and in accordance with the legislation in force.

PwC Luxembourg undertakes to respect the Videos, which shall not be modified or distorted without their authors' permission. However, PwC Luxembourg reserves the right to crop the Videos to meet specific needs.

Article 9 – Liability

By taking part in the Competition, the Participating Teams unreservedly accept the entirety of these Regulations, the applicable ethical rules regarding Internet activity, and all applicable laws, regulations and other texts, especially in Luxembourg. The driver and the co-driver are severally liable for the rights and obligations stemming from their participation in the Competition. PwC Luxembourg reserves the right to immediately disqualify from the Competition any person who fails to respect these Regulations in their entirety, especially the entry conditions outlined above, without prejudice to indemnification.

To the extent permitted by applicable law, PwC Luxembourg assumes no liability in relation to the Competition and/or the Regulations, especially (but not exclusively) in relation to the following:

- PwC Luxembourg assumes no liability for any claims or disputes, especially in relation to the adequacy or quality of the Prize.
- PwC Luxembourg assumes no liability for the occurrence of force majeure or any other events beyond its control.
- PwC holds assumes no liability under any circumstances for:
 - o the transmission and/or receipt of any data or information over the Internet;
 - o Internet malfunctions that prevent the Competition from proceeding properly;
 - o the failure of any receiver equipment or lines of communication;
 - o the loss of any paper or electronic correspondence and, more generally, the loss of any data;
 - o routing problems;
 - o the functioning of any software;
 - o the consequences of any computer virus or bug, technical anomaly or fault;
 - o any damage caused to a computer belonging to a Competition participant; or
 - o any technical, material or software fault of any kind that limits a participant's ability to take part in the Competition or prevents them entirely from being able to take part, or which damages a participant's IT system.
- Essentially, PwC Luxembourg assumes no liability for force majeure or for any event beyond its control.
- In accordance with the provisions of this Article above, PwC Luxembourg assumes no liability under any circumstances for any infringement to third-party rights caused by the Videos.

Article 10 – Applicable law

This Regulation is subject exclusively to Luxembourg law. The parties concerned shall attempt to settle amicably any disputes arising from the Competition. If no agreement can be reached, the dispute shall be subject to the competent jurisdictions of Luxembourg City, unless public order provides otherwise.

Article 11 – Filing of the Regulations

These Regulations can be consulted at the following bailiff's office: Étude Carlos CALVO Huissiers de Justice, 65, rue d'Eich, L-1461 LUXEMBOURG (tel. (+352) 44 13 33-1, fax (+352) 44 18 98). Should the Regulations be amended, the latest available version held at the said bailiff's office shall take precedence over all other versions. Any questions or information requests concerning the Regulations can be emailed to Cécile Hauser at cecile.hauser@lu.pwc.com (the "PwC Luxembourg Contact").