



RAFFLE Regulation – #VBAAgainstCorona

Article 1 : Organizing company

The 1901 Law Association VBA MotorSport, headquartered at 134 rue de Roquette in Racquinghem (62120) FFRANCE, is organizing a raffle called "#VBAcontrelecorona" (hereinafter referred to as the "Game").

Article 2 : Participants

The competition is open to any adult person domiciled in mainland France or any European country that is part of the Schengen area. In general, the participant agrees to send VBA MOTORSPORT the exact information and valid contact details. Otherwise, registration for the Game will be invalidated.

Article 3 : Access to the Game

This Game is accessible exclusively by electronic means via the official website of Adrien VAN BEVEREN: www.vba442.com from 25/03/2020 to 25/04/2020. The duration of the game may be extended depending on whether or not the national confinement imposed by the French government has been extended.

It is forbidden to use, directly or indirectly, any mode of interrogation or automated request of the Game application, or to play with several accounts for the same person.

Article 4 : General Rules

To participate to the Raffle, participants can buy their ticket on the online store of the official website of Adrien VAN BEVEREN: <https://www.vba442.com/shop-vba-442> . The order number will serve as their draw number. For people who have ordered several tickets per order, their order number will be split according to the number of tickets purchased.

4.1 Anyone who has previously purchased one or more raffle tickets for 5 euros per ticket can participate in the raffle.

4.2 The participant can buy one or more tickets sold by bank card only.

4.3 Members of the association's board cannot participate in the raffle on their behalf.

4.4 The participant wins as soon as the number of the ticket he has purchased is drawn. Any prize not claimed within eight working days of the draw will be put back into play. A new draw will be held to determine a new winner.

4.5 The immediate elimination of the raffle participant can be carried out without delay or notice, if it turns out that there has been cheating.

4.6 Participation in the raffle implies pure and simple acceptance by the participant, without any restriction or reservation, of these rules.

4.7 The draw can only be carried out if at least 1000 participants have been reached. If this number of participants is not reached, the game will be purely canceled and the participants reimbursed by transfer without consideration.

Any participation not conforming to the above characteristics will not be taken into account by the VBA MOTORSPORT. Any incomplete, inaccurate, falsified participation, containing false indications, not in conformity with the regulations or received after the date of the Game will



be considered null and will lead to the elimination of the participant. Similarly, any participation by mail or electronic means other than the www.vba442.com site via the online ticket purchase will be rejected.

Article 5 : Draw

The winner will be drawn among the buyers of the raffle tickets by the study SCP BALEN - LIENARD - BRUNGS 30 rue Ludwig Von Beethoven - 59500 DOUAI - FRANCE on a defined date post confinement dictated by the French government. The final draw date will be announced on the official spaces of Adrien VAN BEVEREN Facebook & Instagram.

After the winner has been identified, the winner will be informed of their winnings and contacted by telephone and / or email by VBA MOTORSPORT.

Article 6 : Prizes

The endowment put into play during the draw is as follows:

A YAMAHA motorcycle, model YZ 450 F with which Adrien trained during the year 2019. Used vehicle not approved on public roads and not guaranteed.

Vehicle with a value of: € 10,000 including VAT.

The value of the lot is determined at the time of writing these regulations and therefore has an indicative value. It cannot be disputed as to its evaluation.

The photographs or graphic representations presenting the products or services put into play have exclusively an illustrative function and are not contractual.

VBA MOTORSPORT reserves the right to substitute, at any time, for one of the lots offered, a lot of equivalent value or with similar characteristics. The present lots cannot be the subject of a request for financial compensation, exchange or recovery, for any reason whatsoever. Nor can they be sold by the winners. They cannot give rise to any dispute of any kind on the part of the winners.

Article 7: Delivery of the prize

The motorcycle put into play will be handed over to the Yamaha Holeshoot Racing dealership in Saint Omer - France. It will be possible to deliver the motorcycle on condition that the winner pays the costs inherent in the delivery. These costs are not estimated at the time of writing these rules.

Article 8 : Responsibility

It is strictly forbidden, by any process whatsoever, to modify or attempt to modify the devices of the proposed Game, in particular in order to modify the results. As such, VBA MOTORSPORT reserves the right, without being liable for any compensation whatsoever, to exclude from the Game the person responsible and / or to put an early end to the Game, in the event that it is found:

- an act of fraudulent intrusion into the automated data processing system of the Game (act liable to criminal sanctions),
- fraud or attempted fraud, of whatever nature, with a view to distorting the results of the Game.



VBA MOTORSPORT reserves the right to exclude from the Game and take legal action against any person who has cheated or disturbed the smooth running of the Game. VBA MOTORSPORT cannot be held liable if, in the event of force majeure, events independent of her will or justified necessity, she was obliged to shorten, extend, postpone, modify or cancel the Game at any time if circumstances so require.

As such, VBA MOTORSPORT reserves the right to modify the rules of the Game. These modifications are enforceable as of their uploads. Any modification of the rules will give rise to a modification of this one on www.vba442.com, and will come into force as from its setting on line and any participant will be deemed to have accepted it simply by participating in the Game, from the effective date of the change. Any participant refusing the modification (s) made must stop participating in the Game.

VBA MOTORSPORT cannot be held responsible for any fact which cannot be attributed to it, in particular in the event of the unavailability of the website, technical failure making it impossible to continue the Game, malfunctions of the Internet preventing the smooth running of the Game, any technical, hardware or software failures, of any kind whatsoever which prevented or limited the possibility of participating in the Game or which damaged a participant's system, error in the routing of lots, their non-receipt or of their deterioration, of their delivery with delay.

It is up to each participant to take all appropriate measures to protect their own data and / or software stored on their IT equipment against any attack. The connection of any person to the website and participation in the Game is the sole responsibility of the participants.

VBA MOTORSPORT declines all responsibility for all incidents or damages of any kind that may arise due to the enjoyment of the prize awarded and / or due to its use, which the winner expressly recognizes.

Article 9 : GDPR

VBA MOTORSPORT protects the privacy of participants in the Game. In accordance with French law n ° 78-17 of January 6, 1978, relating to data processing, files and freedoms:

Only the VBA MOTORSPORT association is the recipient of the information communicated by the participant for the execution of the Game. The nominative data of the participants will not be used for commercial purposes by VBA MOTORSPORT or by its partners.

In accordance with the aforementioned Data Protection Act, any participant registered in the Game has a right of access, rectification, opposition and deletion of the data collected concerning him, which he can exercise by email: shopvba442@gmail.com

Article 10 : Authorizations

The winners authorize, free of charge, VBA MOTORSPORT and Adrien VAN BEVEREN to reproduce, publish and display their names, on any medium (and in particular but not exclusively: press, mailing, display, publishing, audiovisual, Internet, cinema, etc.) .

However, if a winner does not want any use of his data, he can make the request to VBA MOTORSPORT by simple request via the contact form on the site www.vba442.com or by email via shopvba442@gmail.com . The participants authorize all checks concerning their identity and contact details, any false or incorrect indication of identity or address automatically leading to the elimination of participation.

Article 11 : Evidence agreement

VBA MOTORSPORT has put in place the necessary technical means that can demonstrate the participation or non-participation of an Internet user in the Game. It is therefore agreed that, unless there is a manifest error, the data contained in the VBA MOTORSPORT information systems has force probative as to the connection elements and the information resulting from a computer processing relating to the Game. It is agreed that, except in the case of manifest error, VBA MOTORSPORT may avail itself, in particular for the purposes of proof of any act, fact or omission, programs, data, files, records, operations and other elements (such as monitoring reports or other reports) of a nature or in computer or electronic formats or media, established, received or stored directly or indirectly by it, in particular in its information systems.

Thus, the elements considered constitute evidence and, if produced as evidence by VBA MOTORSPORT in any litigation or other procedure, they will be admissible, valid and enforceable between the parties in the same way, under the same conditions and with the same probative value as any document which is drawn up, received or kept in writing.

Article 12 : Reimbursement of participation costs

In accordance with the provisions of article L. 121-36 of the Consumer Code, access to the site and participation in the games offered there are entirely free and free, so that the costs of connection to the site, exposed by the participant will be reimbursed according to the terms below.

Only one reimbursement per participant (same name, first name and same email address) is allowed, provided that the participant is resident in France and in the normal conditions of use of the Site. It being noted that in the current state of service and technical offers, certain Internet access providers offer a free or flat-rate connection to Internet users, it is expressly agreed that all access to the site being carried out on a free basis or flat rate (such as in particular cable, ADSL or dedicated connection) will not give rise to any refund, insofar as the subscription to the services of the access provider is in this case contracted by the Internet user for his use of the Internet in general and that the fact that the participant connects to the Site and participates in the Game does not incur any additional costs or expenses.

In the event of a paid connection invoiced in proportion to the duration of the communication, the connection costs on the Site for participation in the Game will be reimbursed only by bank transfer, at the request of the participant sent within one month of the disbursement of these costs, the stamp of as evidenced by the post, within two months of receiving the participant's request (reimbursement on a daily basis of € 0.15 corresponding to the average time of 7 minutes of connection to the site).

In the event of a connection subject to a lump sum payment for a fixed duration and, beyond this duration, invoiced in proportion to the duration of communication, the connection costs to the Site will be reimbursed to the participant as soon as when it is established that the participant has exceeded the package available to him and that this package has been exceeded due to the connection to the Site.

To obtain reimbursement of his connection costs, as well as the costs of postage for his reimbursement request, the participant must send VBA MOTORSPORT a written request, drawn up on plain paper, containing the following elements, it being specified that incomplete requests or erroneous will not be taken into account:



- the indication of his name, first name, email and personal postal address;
- the indication of the dates, times and durations of its connections to the site;
- a copy of the detailed invoice from the telephone operator and / or the access provider to which he is subscribed, clearly showing the dates and times of his connections to the site;
- a RIB for reimbursement.

The postage costs necessary for the request for reimbursement of connection costs will be reimbursed, on request, on the basis of the slow postal rate in force.

This refund request must be sent to the address: VBA MOTORSPORT, 134 rue de Roquette, 62120 RACQUINGHEM – FRANCE.

Article 13 : Applicable law and regulations

This Game is exclusively subject to French law. Participants are subject to French regulations applicable to games. Participation in this Game implies full and unreserved acceptance of these complete rules.

Complaints or disputes arising from the interpretation or execution of these regulations must be submitted, by registered letter with acknowledgment of receipt, to the registered office of VBA MOTORSPORT.

Any litigation born on the occasion of this Game and which cannot be settled amicably will be submitted to the competent courts. The court designated for any dispute is the High Court of St Omer.

These regulations are available in full online at www.vba442.com and will be sent by e-mail free of charge to anyone who requests them.

No information will be given by phone, no request to send the regulations by post will be taken into account.