

**REGULATION
PREMIUM COMPETITION**

“Win a ride along with Nico Rosberg at Mercedes Benz World”

Premium competition promoted by:

Promoting Company: Monster Energy Europe Limited (“Italy Branch”) with registration number MI – 1920993, VAT code 06878030961, registered secondary office in Via Della Moscova 3, 20121 Milano Italy (“**Promoting Company**”)

Denomination: Premium competition “**Win a ride along with Nico Rosberg at Mercedes Benz World**” (“**Competition**”)

The following regulations (“**Regulation**”) set out the basis on which you can participate in the Competition and on which the Promoting Company will supply the relevant prize to you.

By sending a SMS in the manner described hereafter, you accept these Regulations in full. If you do not accept these Regulations, you should not send an SMS to register and you will not be eligible to claim any prize.

You should also read the privacy policy at www.monsterenergy.com/nicoitaly which explains how we will use the data you provide us with when entering this Competition.

The prize award is conditional on the full acceptance of the “*Waiver*” document, as hereinafter defined, referring to the prize itself, which requires access to motor sport events.

Area of performance: Whole of the Italian territory

Related products: any can of Monster Energy® product (“**Product**”) available in stores in Italy (each a “**Retailer**”).

Advertising: the Competition will be advertised on the site www.monsterenergy.com/nicoitaly and POP material in Retailers.

Participants: End consumers of aged 18 years or over.

Period: Consumers can enter the Competition from **04 July 2016** until **20 September 2016** (“**Promotional Dates**”). The prize will be drawn after the Promotional Dates but before **30 September 2016**.

Procedure

In the period between the Promotional Dates (inclusive), all consumers of age who purchase at least one (1) can of Product from a Retailer and retain their receipt (“**Receipt**”), can make a reservation to take part in the Draw as hereinafter defined.

For the avoidance of doubt, it is allowed only one (1) Receipt (where at least one (1) can of Product is purchased at a Retailer) regardless of the number of cans of Product purchased.

The Receipt must bear a total or at least partial identification of the Product purchased (readable receipt).

To enter the Competition, consumers must submit a SMS text message to the number **3202041083** (for the expected cost of their service provider) and type, separated by an asterisk: Receipt date (DDMM), Receipt time (HHMM), Receipt number (without any zeros preceding the figure), total Receipt amount (including the decimal numbers after the decimal point).

For example: for a Receipt issued on **05 July 2016 at 10:25, Number 123, and total of € 48.50: 0507*1025*123*4850**

NO SMS text message reply is to be expected.

Each Receipt will allow only one (1) participation in the Competition and any further participation will be cancelled afterwards.

Draw from all participants after the Promotional Dates but before 30 September 2016 ("Draw")

The Draw will consist of all participants in the Competition and held in the presence of a local Chamber of Commerce Official or a public notary.

On the Draw, **five (5) reservations** will be drawn to be used in case of unavailability of the winner or non-compliance with the rules of the Competition.

To be eligible for the prize, any winner notified by phone must submit within **three (3) days**, via fax or e-mail, a copy of the winning Receipt together with its complete personal data including phone number, as well as a copy of a valid identity card for him/her and his/her Guest (defined below), as hereinafter defined, to:

- **Contest "Win a ride along with Nico Rosberg at Mercedes Benz World" c/o Winning Srl**
 - **Fax +39 02.20234750 – e-mail segreteria@winning.it**

Telephone contact will be made within **three (3) working days after the Draw** date for a maximum of **five (5) attempts per day at five (5) different times of the day between the hours of 09:00 and 18:00 hours**. If the winner proves unavailable after **fifteen (15) contact attempts**, the pay-out will not be confirmed but awarded to the first available reserve winner and so on.

DRAW PRIZE

Main Prize

The first entrant to be pulled from the Main Draw ("**Main Winner**") shall win a trip from **13 October 2016** to **14 October 2016** for the Main Winner and one Guest (defined below) to the United Kingdom, worth an approximate total value of €4,000.00 ("**Main Prize**") which shall consist of the following:

- one (1) ride along experience for two (2) people with Nico Rosberg, which shall be scheduled to take place on **14 October 2016** at **Mercedes Benz World, Weybridge, Surrey, United Kingdom** ("**Experience**"). For the avoidance of doubt, the Experience shall be limited to one (1) lap of the track for two (2) people within the same vehicle;
- **one (1) night stay** for two (2) people in twin room accommodation in a no less than a **two (2) star rating hotel** to be selected by Monster Energy in its absolute discretion ("**Hotel**");
- two (2) economy air bus return tickets from an airport in Italy as selected by Monster Energy in its complete discretion, to an airport in the United Kingdom as selected by Monster Energy in its complete discretion, subject to availability; and ("**Destination Airport**");

- return economy transfers as determined by Monster Energy in its absolute discretion for two (2) people from Destination Airport to Hotel; and from Hotel to Experience; and
- selected meals as determined by Monster Energy in its absolute discretion throughout the Prize.

Further details regarding the Main Prize will be provided in written to the relevant winner with reasonable prior notice.

Only the winner of the Main Prize and one (1) person chosen by that winner (“**Guest**”) may enjoy the benefits of the Main Prize. The Guest must be approved by Promoting Company and must be over the age of eighteen (18) and resident in Italy.

Before being declared an official winner of the Main Prize, that Main Winner and their Guest will be required to sign a waiver prepared by Promoting Company, in its complete discretion, specific to the Main Prize confirming understanding, compliance with and acceptance of the waiver (“**Waiver**”). Copies of the applicable confirmation and Waiver can be obtained upon request to winning S.r.l., via Settala 16, 20146 Milano.

For the avoidance of doubt, all other costs associated with the Main Prize, including without limitation, tax, relevant travel and health insurance, transportation, sustenance and any entertainment not specifically included and outlined in the definition of the Main Prize at above will be borne solely by the Main Winner of the Main Prize. It is the responsibility of the winner of the Main Prize to be available for the dates of the Main Prize and to provide any required documentation, tax, relevant travel and health insurance, passport and any other legal requirements for the Main Prize and/or documentation required by Promoting Company. Accommodation is on a room only basis and Main Winner and their Guest will be responsible for all food and beverage consumed and elsewhere and all additional room charges.

Runner Up Prize

Once the Main Winner has been pulled from the Draw, the next ten (10) winners to be pulled from the Draw (each a “**Runner Up**”) shall each win one (1) **one (1) Mercedes AMG Petronas Team** brand branded cap of the exact size and design to be determined by Monster Energy in its complete discretion, subject to availability, with a retail value of **€50.00 each (VAT included)** (“**Runner Up Prize**”).

TOTAL value of Main Prize **€4,000.00 (VAT included)** expect balance at the end of the Draw.

TOTAL value of Runner Up Prize **€500,00 (VAT included)** expect balance at the end of the Draw.

For the purposes of this promotion, Main Prize and Runner Up Prize shall together be referred to as “**Draw Prizes**” and each a “**Draw Prize**”.

TOTAL value of Draw Prizes **4,500.00€ (VAT included)**

It is specified that:

- Each Receipt will allow only one submission to the Competition and afterwards will be annulled. This Receipt shall include a date of issue in during the period of the Promotional Dates.

- To the fullest extent permissible by law, neither Promoting Company nor any of their affiliate companies, employees, directors, employees, agents, assigns or sub-contractors accepts any responsibility or liability for any damage, loss, injury or disappointment suffered by any entrant accessing the website at www.monsterenergy.com/nicoitaly entering the Competition or as a result of accepting any prize. Proof of sending is not accepted as proof of Receipt. Promoting Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any delay or failure of any postal or equivalent delivery service, or any combination thereof, including any injury or damage to the entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Competition. Nothing shall exclude Promoting Company's liability for fraudulent misrepresentation, death or personal injury as a result of such entity's gross negligence or any other liability that cannot be excluded or restricted by law.

Moreover, it is specified that:

- The participants in this Competition shall reside in the Italian territory and, subject to the purchase at least one (1) can of Product from a Retailer and Receipt, the participation is free, except for the price of the SMS text message, determined according to the price plan of the telephone operator of each participant.
- The server collecting and managing all the data related to the performance of this Competition is located in Italy, c/o Winning SRL, Via Settala 16, 20124, Milan.
- The Regulation are available on www.monsterenergy.com/nicoitaly
- the Draw of the Draw Prizes shall be held in the presence of a local Commerce Chamber Officer or a Public Notary by local Milan Commerce Chamber Officer or a Public Notary by **30 September 2016**
- Only the SMS text message received from cell phones with visible number shall be deemed valid.
- Only the Receipts in which the name of the purchased Product is shown, in full or at least in part, will be considered valid.
- The following receipts will not be considered valid:
 - Receipts with a date prior to the date of beginning of the premium competition (Competition) (**before 04 July 2016**) and subsequent to the relevant end (**20 September 2016**);
 - Receipts without the indication of at least one (1) can of Product from a Retailer; and/or
 - Receipts with pieces of tape on the typed numbers, with any kind of abrasions and erases, with data different from the ones typed at the moment of the participation, receipts which are copies.
- The Promoting Company reserves the right to verify the truthfulness of the Receipts received at the stores that issued them.
- The Promoting Company shall not be responsible for the consequences of any SMS text message not received due to problems of any kind.
- The Draw Prizes cannot be converted in gold coins and cannot be combined. A winner, therefore, will not receive more than one (1) award.
- The Draw Prizes are as described and is not transferable, not exchangeable and no cash alternative will be offered in the event that a winner is unable to claim their Draw Prize for any reason whatsoever. In the event of unforeseen circumstances, Promoting Company reserves the right to replace the entire prize with prizes of equal or greater value.

- The Draw Prizes will be delivered to the winner by either the Promoting Company or the winning srl. within **180 days from the end of this Competition**. The Promoting Company shall determine which company delivers the Draw Prize and details shall be provided to the winner prior to delivery.
- The Promoting Company waives in favor of the winner the faculty of recovering the tax deduction according to Article 30 of the Decree of the President of the Republic no. 600 of 29 September 1973.
- **At the end of this Competition not awarded prize will be allocated in compliance with the law to the no profit organization: VIDAS ONLUS – CORSO ITALIA 17 – 20122 MILANO – C.F. 97019350152**

Information in compliance with the Article 13 of the Legislative Decree no. 196 of 30 June 2003 - The personal data provided by the participants (e.g. phone number, details of the purchase(s), identification and contact details in case of win, if applicable, any information necessary to arrange the flight tickets, accommodation, meals and transfers) will be recorded electronically and used to manage the Competition (including draws, verification of the participation's requirements and of the relevant regulatory compliance, delivering of communications regarding the Competition, delivering of the items or arrangement for the prize, if applicable) and any claims or disputes that may arise from that. Sensitive data (e.g. information about any special health or dietary requirements) may be collected and processed by the Promoting Company exclusively in case this will result essential to grant the winner with the prize. Providing personal data (i.e. initial information necessary to participate, and, in case of win, the additional information to allow the delivery of the prize) is a mandatory requirement to achieve the foregoing purposes. Any refusal to provide the requested data, phase by phase, or providing incorrect data by the participant, could prevent the Promoting Company from administration of the participation to the Competition. To carry out the processing operations required to manage the Competition, the Promoting Company may share the personal data with its staff and with other entities in the Promoting Company group of companies for delivery of the Draw Prize, with entities hosting or processing data on behalf of the Promoting Company and with our contractors and sub-contractors for delivery of the Draw Prize some of whom may be based outside the European Union (where data protection laws may be less extensive than in the European Union). Moreover, data may be processed by the public notary in charge of the verification of the procedure's compliance to the relevant regulation and/or by the competent authorities. Participants can exercise, at any time, their rights as listed under Article 7 of the Italian Data Protection Code (D.Lgs. 196/2003) – such as to receive confirmation of the existence of their personal data, to access their contents, to update, amend and/or correct it where appropriate, and/or to have it deleted, made anonymous, blocked due to a breach of the law, as well as to oppose to the processing for legitimate reasons – by addressing their request to Monster Energy Europe Limited (“Italy Branch”) with registration number MI – 1920993, VAT code 06878030961, registered secondary office in Via Della Moscova 3, 20121 Milano Italy, as the data controller :it is the data processor. These Regulations supplement the privacy policy at www.monsterenergy.com/nicoitaly. To the extent that the Regulations and the privacy policy are inconsistent these Regulations shall prevail.

Milan,