# THE "500 family 120th Special Series" PROMOTION TERMS AND CONDITIONS

The company Fiat Chrysler Automobiles UK Ltd, 240 Bath Road, Slough, Berkshire, SL1 4DX United Kingdom, company registration number 00201514, (the "Promoter") is launching a free gift promotion to mark the 120th anniversary of the Fiat 500 (the "Promotion").

The Promotion will be carried out in accordance with the rules contained in the following articles:

### 1. Promotion period

Promotion valid from 05/03/2019 to 31/12/2019 at all authorised Fiat Dealers participating in this initiative (hereinafter referred to as "Dealer(s)").

# 2. Promoted products

The following vehicles from the FIAT 500 family 120th Special Series:

Fiat 500 120th;

Fiat 500L 120th;

Fiat 500X 120th;

(hereinafter referred to as the "Promoted Product(s)")

### 3. Eligibility and Restrictions

The Promotion is open exclusively to customers, aged 18 and over, legally resident in the United Kingdom (the "Customer(s)"), who purchase one of the Promoted Products between the 5 March 2019 and the 31 December 2019 ("Promotional Period") at a Dealer.

Any Customer participating in the Promotion is deemed to have accepted, and agreed to be bound by these Terms and Conditions.

#### 4. Free Gift

Customers who purchase one (1) Promoted Product in accordance with point 5 below will be entitled to a free gift. The free gift is a three-month subscription to Apple Music ("Free Gift") which has an approximate retail value of £29.97. For the avoidance of doubt Apple Music is not associated with the Promotion.

For new subscribers to Apple Music, the Free Gift is in addition to the regular free three-month trial, making a total of a free six-month subscription including the Free Gift.

More information about terms and conditions of Apple Media Services is available here <a href="https://www.apple.com/legal/internet-services/itunes/">https://www.apple.com/legal/internet-services/itunes/</a>.

### 5. How to receive the Free Gift

During the Promotional Period each Customer who purchases one (1) Promoted Product from a Dealer may collect a Free Gift referred to point 4 above.

Upon delivery of the Promoted Product, the Customer will receive a welcome letter with the information ("Identification Code") to redeem the Free Gift. To redeem the Free Gift, the Customer must visit the MyFiat website <a href="https://owners.mopar.eu/fiat/fiat-uk/en/">https://owners.mopar.eu/fiat/fiat-uk/en/</a> from 18/03/2019 and fill out the registration form (which requires the submission of the Customer's name, surname, email address and Identification Code printed on the welcome letter and the Vehicle Identification Number - VIN). Once the Customer has completed the registration, the Customer will be directed to the Apple Music website through a dedicated link, where the Customer will have to enter login details (if the Customer already has an account) and the

activation code. If the Customer does not already have an Apple Music account, the Customer will have to create an account in order to activate the Free Gift. Customers will be able to activate the Free Gift up to 30/09/2020 and will only be able to activate the Free Gift once.

At the end of the free period of subscription, the Customer must give notice to Apple Music to terminate the subscription; otherwise the subscription will continue and the Customer will be charged Apple Music's standard costs.

Compatible products, services, and a valid iTunes account are required.

The Free Gift is subject to terms and conditions of Apple Media Services which are available here <a href="https://www.apple.com/legal/internet-services/itunes/">https://www.apple.com/legal/internet-services/itunes/</a>. The Promoter shall have no liability to the Customer in relation to their subscription with Apple Music.

#### 6. Personal Data:

Any information, including any personal data, provided by the Customer during the purchase of the Promoted Product (or otherwise provided during the Promotion) will be held and used by the Promoter and the companies belonging to its group, their suppliers and/or contractors in order to administer the Promotion, and otherwise in accordance with the Promoter's privacy policy available at <a href="https://www.fiat.co.uk/privacy">https://www.fiat.co.uk/privacy</a>

### 7. General:

The Promoter reserves the right to modify, extend, suspend or cancel the Promotion, at any time, for any reason that makes the continuation of the Promotion impossible in accordance with the provisions of these Terms and Conditions. In the unlikely event that the Promotion is cancelled, Customers will be notified by the same manner used for the dissemination of these Terms and Conditions or in an equivalent manner.

The Promoter may prohibit a Customer from participating in the Promotion or from receiving the Free Gift if, in its sole discretion, it determines the Customer is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other customers or Promoter's representatives.

The Promoter shall not be liable for any failure of the Promoter to comply with these Terms and Conditions which arise as a result of events outside of its reasonable control. The Promotion is subject to Free Gift stock availability.

The Free Gift is not transferable, and no cash or other alternative arrangements will be offered in respect of any Free Gift for the Promotion except as set out in these Terms and Conditions.

The Promoter shall not be liable for any losses, damages or expenses suffered or incurred by any Customer, as a direct or indirect result of participating in the Promotion and/or accepting the Free Gift. Nothing in these Terms and Conditions shall affect the Promoter's liability for injury or death due to its negligence.

Customers will be solely responsible for any local taxes relating to their Free Gift.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Should there be any disputes the Promoter's decision is final.

Acceptance of these Terms and Conditions is a condition of entry into the Promotion and subsequent entry into the Promotion constitutes deemed acceptance of these Terms and Conditions.

If any term of these Promotion rules shall be found to be void or contrary to law, such term shall be deemed to be severable from the other terms and provisions herein, and the remainder of the Promotion rules shall remain in effect.

These Promotion rules shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction.