

MICHELIN QUEST GEOCACHING CONTEST – OFFICIAL RULES FOR MICHELIN EMPLOYEES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: The Michelin Quest (“Contest” or “Promotion”) is offered in and open only to legal residents of the 50 United States and District of Columbia (“U.S”) who at the time of entry are at least **18** years of age and who have a valid driver’s license. The Contest is open to selected Michelin employees, whether hourly or salaried, based in the United States (“Sponsor”).

Immediate family members (spouse, parents, siblings and children and their spouses and in-laws) and persons living in the same household of such individuals are eligible to participate and should do so by following the General Contest rules that can be found at <http://michelin.geocaching.com>.

The following are not eligible to participate in the Contest: Your Creative People, TBWA|Chiat|Day NYC, Ferebee Lane, Groundspeak, Inc., and each of their respective parents, affiliates and subsidiaries, advertising, promotion and fulfillment agencies, web masters and web suppliers.

2. CONTEST PERIOD: Contest begins on *September 8, 2014* at 12:00:01 a.m. Eastern Time (ET) and ends on *December 31, 2014* at 11:59:59 p.m. (ET).

3. TO PARTICIPATE AND SUBMIT ENTRIES:

First Register: *To participate you must have or create an account on Geocaching.com. If you do not have an account, follow the directions on the web site to create one. This account may only be used by the account creator.*

To Enter the Photo Contest (Entry requires participation in the Geocaching Experience as described below):

The Geocaching Experience: Geocaching is real-world treasure hunt played with a GPS device or mobile phone. The quest to find a geocache is an adventure to be shared among friends and family, a challenge to discover both new places and what’s hiding in plain sight. To learn more about the geocaching experience and finding your first geocache, visit www.geocaching.com/guide.

A. To participate in the Contest you will be required to have a Geocaching Experience that includes a Michelin Man Trackable and to share a photo of that experience on specified social media. You can do this by either (i) requesting a Michelin Man Trackable (while supplies last) or (ii) finding a geocache containing a Michelin Man Trackable.

- (i) You can request a Michelin Man Trackable on the Michelin Quest webpage at <http://michelin.geocaching.com>. Approximately 2,000 Trackables will be available while supplies last. Once you receive a Michelin Man Trackable, activate it using the "Activate a Trackable" link on the Michelin Quest webpage or at www.geocaching.com/track.

OR

- (ii) To find a Michelin Man Trackable in a Geocache, visit the Michelin Quest Webpage <http://michelin.geocaching.com> and click on the "Find a Trackable" link. A map will be displayed with the locations of geocaches that contain Michelin Man Trackables. Visit any of the geocache locations to find a Michelin Man Trackable. Please note, that previous geocache visitors may have already retrieved the Michelin Man Trackable from the geocache.

B. During the course of your Geocaching Experience, take a photo of the Michelin Man on his adventure. Then share it on Twitter, Instagram or Facebook using the hashtag #MichelinQuest. You must share your photo publicly to be entered in the Contest. For example, on Facebook, the photo must share with "Public"; on Instagram, your profile cannot be private; and on Twitter, your tweets must not be protected. After taking and submitting your Michelin Man Trackable photo, please place the Michelin Man Trackable into a geocache so that other people can participate. Be sure to submit a log entry for the Michelin Man Trackable by visiting: <http://www.geocaching.com/track> or through the Geocaching mobile app (paid version only).

The Entry Period opens at 12:00 am ET on September 8, 2014. At that time, all eligible persons are invited to participate in the Michelin Quest Contest by using the appropriate hashtag #MichelinQuest on Twitter, Instagram or Facebook. All entries must be uploaded by the close of the Entry Period at 11:59 pm on December 31, 2014.

About Entries: When your entry is received and recorded by the Contest Data Base you will receive one entry into the Contest. Entries for any Initial Judging Period must be received and recorded by the Contest Data Base during Entry Period. No other form of participation is valid; no mail-in entries will be accepted. All entries become the exclusive property of Sponsor, and will not be acknowledged or returned. Any entry which Sponsor, in its sole opinion, deems to be inappropriate for publication will not be considered. An entry can neither name, depict, nor describe, any person, living or dead, (except as provided in these Official Rules), nor can an entry contain the trademark, trade name, or logo (other than the trademark, trade name, or logo on a GPS unit, [which trademark, trade name, or logo Sponsor and/or judges may fuzzi, blur or otherwise distort when the entry photograph is posted on the website, but any such fuzzing, blurring or distortion will have no effect on the entry's ability to participate or win]), or a Michelin or Geocaching trademark, trade name, or logo), or copyrighted material, of any person or entity.

Use of Photos: By submitting an entry photo using the method described above, the entrant grants, a license to share his/her entry photo (or any part thereof) and/or use his/her name on the website, <http://michelin.geocaching.com> or any other website related to the Contest, at any time or times, as is consistent with the Official Rules, and entrants shall have no right of notice,

review or approval of any such use of the entry photo and/or entrant's name, and acknowledges and agrees that the entry photo (or any part thereof) and/or his/her name may be used in whole or in part, alone or in combination with other works, and that the entry photo may be changed, altered, edited or modified, used in distorted, illusory or composite form, or in any other manner, as solely determined by Sponsor. Further, entrant may be necessary from any person depicted, described or identified in the entry photo, and/or the photographer of the entry photograph to grant this license for the use stated.

By entering, each entrant represents and warrants that entrant's entry:

(i) is the sole, exclusive, and original creation of the entrant and has not been copied in whole or in part from any other work;

(ii) does not violate or infringe any copyright, trademark/trade name, logo, or intellectual property right, other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light), or entity;

(iii) is the sole and exclusive property of the entrant;

(iv) has not been published, or submitted in any other competition; and

(v) is truthful in all respects, and accurately depicts and describes the facts and geocaching experience of the entrant.

Sponsor will not respond to any questions about an entry or the Contest. Once an entry is submitted, it cannot be changed, altered or modified.

Posting and Voting: By submitting an entry, entrant gives permission to Sponsor to post his/her entry on the World Wide Web in accordance with the requirements of this Contest. Entries will be shared at <http://michelin.geocaching.com> and on Michelin's owned social channels and potentially elsewhere.

4. JUDGING: All eligible entries emailed to the provided email account will be entered into the Contest. The top photo, as judged by an internal committee will receive a \$1000.00 Michelin Merci Award.

Entries will be judged on the following criteria with up to twenty five (25) points available for each criterion: (a) Use of the Michelin Man tire pressure gauge trackable, (b) Creativity, and (c) expression of the spirit of adventure

One (1) potential Finalist will be determined by highest cumulative scores for all criteria awarded by the judges.

5. FINALIST: The one (1) finalist will be evaluated to confirm they are employed by Michelin North America, Inc at one of the selected sites.

The potential one (1) Finalist will each be notified by regular or express mail, and will be required to complete, sign and return within a specified time an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release and may further be required to provide

additional documents, such as but not limited to releases from any and all persons depicted in the entry photograph and/or the photographer of the photo. If Affidavits/Releases and/or additional documents and releases are not received by the date stated on the notification, or if any notification is returned as non-deliverable, or if a potential Finalist is found to be ineligible or not in compliance with these Official Rules, the potential Finalist will be disqualified. The Grand Prize winner will be determined on or about 1/15/15, and will be notified by regular or express mail, on or about 1/31/15.

6. PRIZES: One (1) Grand Prize winner will be awarded a \$1,000 Merci Award.

For All Prizes: All taxes on a prize and expenses not stated related to acceptance and use of a prize are solely the responsibility of the winner. If winner cannot accept prize as stated prize will be forfeited in its entirety and awarded to an alternate winner. Any difference between the stated and actual value of prize will not be awarded. No substitution, cash redemption or transfer of prize, but Sponsor reserves right to substitute prize with prize of equal or greater value if advertised prize becomes unavailable. Limit one (1) First Prize or Runner Up Prize per participant for the entire Contest.

General Conditions: By participating in this Contest, Participants agree (a) to these Official Rules and the decisions of Sponsor and judges, which decisions shall be final; (b) agree to release and hold harmless the Sponsor, Groundspeak, Inc., Facebook and each of their respective parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (individually and collectively "Releases") are released, will have no liability whatsoever for, and shall be held harmless by participants (and a participant's parent/legal guardian, if participant is a minor) against any liability for any injuries, losses or damages of any kind to person(s), including death, or property, or intellectual property, or rights of publicity or privacy, defamation, or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest and (c) winners (and winner's parent/legal guardian, if winner is a minor), by acceptance of prize, except where legally prohibited, grant permission for Sponsor (and agree to confirm such permission in writing) and those acting pursuant to Sponsor's authority to use, in perpetuity, his/her name, picture, voice and/or likeness, biographical information and statements and prize information, and entry photo(s) (and notwithstanding anything to the contrary in these Official Rules license the use of the entry to Sponsor, which may be altered, changed, modified, edited, used alone, together or with other works, and/or used in distorted, illusory or composite form, as solely determined by Sponsor) for advertising, trade and promotional purposes without further compensation, at any times or time, in all media now known or hereafter discovered worldwide, and on the Internet and/or World Wide Web, without notice or review or approval. Participants (and participant's parent/legal guardian, if participant is a minor) acknowledge that no representation or warranty, written or oral, express or implied, in law or in fact is made for any prize except only that which may be made for that prize in the limited written warranty, if any, provided with that prize by the manufacturer of that prize. Each winning entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then each winner (and each winner's parent/legal guardian, if winner is a minor) irrevocably sells, assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her entry, including but not limited to all copyright and trademark rights, in the United

States and worldwide, therein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Winners (and each winner's parent/legal guardian, if winner is a minor) hereby waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights" or any similar rights or principles of law that winners may now or later have in the entry. Upon request of Sponsor, winner (and each winner's parent/legal guardian if winner is a minor) shall execute and deliver such additional instrument of sale, transfer and assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred hereunder, and the waiver of all rights of "Droit Moral" or "Moral Rights" or any similar rights or principles of law; and to record and perfect same. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the transfer and/or assignment.

8. LIABILITY LIMITATIONS: Releasees are not responsible for lost, late, misdirected, incomplete, or non-delivered entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or voter/votes or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Contest, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry or voting methods will void all such entries or votes by such methods, and disqualify any entrant or voter using such methods. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the web site. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to cancel or terminate the Contest, and select the winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor; and notice thereof will be posted on <http://michelin.geocaching.com>. Releasees are not responsible for any incorrect or inaccurate information however caused. In case of dispute, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be the participant who must comply with these Official Rules.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF

ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. PRIVACY: The entry information provided is subject to the Privacy Policy on <http://michelin.geocaching.com>. To read that Policy, access the web site and then access the Privacy Policy. It will also be subject to the Privacy Policy of Michelin North America Inc. To read that Policy, access <http://michelinman.com> and then click on the privacy policy link.

10. DISPUTE RESOLUTION/ARBITRATION/CHOICE OF LAW: Except where prohibited, entrants (and each entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the promotion, shall be governed by, and construed in accordance with the laws of the State of New York, without regard for the conflicts of law doctrine of that State or any other jurisdiction, and all proceedings shall take place in the County and State of New York.

11. WINNERS LIST: For the names of the winners, mail a self-addressed first class stamped envelope to: Michelin North America, Communications and Brands, 1 Parkway S, Greenville SC 29615.

For a Copy of the Official Rules mail a self-addressed first class stamped envelope to: Michelin North America, Communications and Brands, 1 Parkway S, Greenville SC 29615.

SPONSOR: Michelin North America, Inc., 1 Parkway S, Greenville, S.C. 29615. The Michelin Man is a registered trademark of Michelin North America, Inc. This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. This contest is in no way sponsored or administered by Groundspeak, Inc.

