

TERMS & CONDITIONS
F-M Campus Monthly Training Module Incentive Action
“Miniature Car Contest”
Federal-Mogul Motorparts
27-1-2017

General Terms and Conditions (“**GTC**”) for the participation in the monthly F-M Campus Training Module Action for Federal-Mogul Global Aftermarket EMEA, BVBA, Prins Boudewijnlaan 5, 2550 Kontich, Belgium (“**Federal-Mogul**”).

Federal-Mogul offers its customers availment of the online service F-M Campus, which enables its customers online access to this technical portal (“**F-M Campus**”). This GTC shall govern the participation of F-M Campus Monthly Training Module Incentive Action (“**Training Incentive**”) in addition to the regular general terms and conditions of F-M Campus, which users of the platform have accepted already.

Article 1.1 The Organiser. Federal-Mogul is the Training Incentive without the obligation to purchase any goods or services from Federal-Mogul, but subject to the GTC set forth hereunder, on its F-M Campus website [www.fmcampus.eu] starting from 1 January 2017 to 31 March 2018 (“**Term**”).

Article 1.2 Alterations. Federal-Mogul reserves the rights to amend and/or supplement these GTC at any time by notifying the users at least 14 days prior to the effect of such alterations. The notification will be sent to user’s email-address, which had been used for registration on F-M Campus. The user has generally the possibility to object to any alteration expressly by sending an email to Federal-Mogul. If the user does not object to the alteration within 7 days starting from the date of the notification, the alteration of the GTC will be considered accepted. The objection of an user will result in user’s exclusion from the Training Incentive.

Article 1.3 Participants. Only users of the F-M Campus, who are registered for an account through <http://fmcampus.eu/Account/Register> are granted the possibility to participate the Training Incentive. The participation for the Training Incentive is possible throughout the F-M Campus platform or the respective newsletters circulated by Federal-Mogul, provided the user has subscribed for the newsletters.

Article 1.4 Description of Training Incentive. Before the Term of the Training Incentive Federal-Mogul will release one new training module on the F-M Campus platform (usually around the fourth week of the respective month). These training modules will be announced in the F-M Campus monthly newsletter that will be sent out to all registered users, provided such users have given their consent. Every user is technically allowed to do 1 exam at least. The exam is passed, if a user reaches a score of 75% or higher of rightly answered questions). In case a user fails to pass the exam, the user will be granted the chance to repeat the exam as many times until the exam is passed. Once the exam is passed F-M Campus automatically derives a certificate, which can be downloaded, stating name of registered user, date, and name of training. The user has to keep this certificate for attestation purposes until the end of the Term and prize-giving. Federal-Mogul may at its sole discretion

request copies of the certificate at any time during the Term or prior to the prize-giving.

1.5 Training Incentive period. The Training Incentive action as announced in the respective newsletter will last 10 working days (regardless of public European holidays), and starts on the day the newsletter has been sent out.

1.6 The Procedure/ Winners:

Step-1: Pre-selection of submitted exams by users, who have passed all Training Incentive actions successfully.

- This group of users (“**Pre-Selected Users**”) contains those, that comply to the following rules:
 - Rule-1: Users are registered on the F-M Campus platform accurately for the Training Incentive;
 - Rule-2: Users that have successfully completed all Training Incentives on the F-M Campus;
 - Rule-3: Users that have passed all exams successfully within the stated period per exam and within the Term of the Training Incentive;
 - Rule-4: Users that have passed the exam without any mistakes (100% score).
 - Rule-5: Users that fulfill the above mentioned requirements and comply with the GTC.

Step-2: Out of this group of Pre-Selected Users, 20 users will be drawn and become winners of the monthly Training Incentive (“**Winners**”).

Step-3: The Winners will be notified throughout the next F-M Campus newsletter not later than 4 weeks after the end of the Term.

Step-4: The Winners will receive their prizes by regular post within 8 weeks after the end of the Term.

Federal-Mogul will not be responsible any delay and/ or damage during the transit of the prize to the Winners. Any damage that occurs during the sending by external companies cannot be the responsibility of Federal Mogul Motorparts.

1.7 The Prizes. The prizes for the Winners of the Training Incentive are miniature cars in scale 1/18 from Bburago (<http://www.bburago.com>). Federal-Mogul reserves the right to replace the prize at its sole discretion with other miniature cars of equivalent value. The prizes awarded to the Winners in course of the Training Incentive cannot be exchanged for cash or otherwise subject to refund.

1.8 Cancellation. Federal-Mogul reserves the right to extend, shorten or cancel the Training Incentive at its sole discretion, in particular in the event of force majeure, any kind manipulation (suspicion is sufficient), without incurring any liability.

1.9 Personal Data. By participating the Training Incentive actions, the users grant its consent to Federal-Mogul to save, process and use the data personal data submitted to be contacted by Federal-Mogul for other promotional activities. However, the users have the right to request access, adjustment or removal of any personal data by contacting Federal-Mogul at the mentioned address hereunder.

1.10 Liability. Federal-Mogul is not liable for any direct or indirect damages that may occur during the organization of or the participation in the Training Incentive or the prize, irrespective of the cause or the consequences of such damages, including damages caused by:

- a) the infringement of third party intellectual property rights by the user;
- b) content or personal data shared by the users;
- c) problems with the internet connection, any other problem in the telecommunication network, to the hardware, software, with ISP's, caused by viruses, technical problems of any kind, hacking, court orders or mandatory legislation;
- d) non-receipt of the subscription form by Federal-Mogul in case of force majeure, malicious intervention of a third party, connection problems, or any problems occurring and which are outside the scope of influence of Federal-Mogul;
- e) legal restrictions on participation in the Training Incentive in certain jurisdictions, which may limit or prohibit participation from such jurisdiction;
- f) legal restrictions concerning attribution of prizes in certain jurisdictions;
- g) changes made to the GTC or annulation of the Training Incentive.

1.10.1 Except in cases of serious or intentional misconduct, Federal-Mogul, nor its personnel, nor any third party it relies on for the organization or publicity of the Training Incentive, can be held liable for any damages of whatever type (including any personal injury or any loss or damage whether direct, indirect, inconsequential or consequential) that would have occurred as a consequence of organization of or participation in the Training Incentive, the indication of the Winners or the assigning or the use of the prizes.

1.10.2 Federal-Mogul as a rule does not accept liability in case the Winner fails to take and/or accept delivery for whatever reason or where it fails to notify Federal-Mogul in proper time, which shall be decided solely by Federal-Mogul, of any change of delivery address. Federal-Mogul also does not accept liability for prizes which fail to arrive due to other circumstances beyond its control.

1.10.3 In the event of an error, howsoever caused, whether a production error or otherwise and whether obvious or otherwise, which affects the Training Incentive in any way, Federal-Mogul reserves the right to administer the Training Incentive as though the error had not occurred. Where Federal-Mogul deems it appropriate and/or feasible, Federal-Mogul may elect to notify users of the error and correct it.

1.10.4 UNDER NO EVENT WILL FEDERAL-MOGUL BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE TRAINING INCENTIVE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT FEDERAL-MOGUL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, therefore the above limitation or exclusion may not apply to certain participants.

1.11 Dispute Settlement. Each complaint or dispute regarding the GTC must be addressed to Federal-Mogul through the contact details hereunder.

1.11.1 In case of dispute regarding the interpretation of the GTC, the user and Federal-Mogul agree to consult each other in order to find an amicable solution to solve the dispute.

1.11.2 All decisions by Federal-Mogul are final and binding in all matters concerning the Training Incentive. They cannot be appealed.

1.11.3 In case one or more provisions of these GTC would be found null or void, the remainder of the GTC will continue to apply.

1.11.4 The GTC, the Training Incentive and any aspect related to the relationship between the users and Federal-Mogul are governed by and construed exclusively in accordance with Belgian law without reference to its conflicts of law principles (i.e. in the event of any conflicts, Belgian law, rules and regulations shall prevail and govern); they shall be interpreted accordingly.

1.11.5 If a provision of the GTC is or becomes illegal, invalid or unenforceable under any jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of any other provision of the GTC.

1.12 Contact Details. For further enquiries and queries on the GTC or on the Training Incentive or any other questions, please contact:

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