

TERMS OF PARTICIPATION

NO PURCHASE OR OTHER CONSIDERATION NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.

By entering and participating in this Promotion, you ("You") agree to be bound by these Terms of Participation (the "Terms") and represent that you satisfy all of the eligibility requirements below. This Promotion is subject to these Terms and to all applicable laws and regulations.

THE ORGANISER

This Promotion is run by Virtual Regatta, whose registered office is located at 28 rue Parmentier, 59650 Villeneuve-d'Ascq, France with the support of The Ocean Race 1973 SLU, its cooperation partners, agencies and service providers ("Organizer").

In the event this Promotion is run via one or more third party platform(s), the Promotion is not linked to the third party platform(s) and is not organised, endorsed or administered by, or associated in any way by the third party platform(s). Your use of the third party platform(s) is subject to the terms and conditions located on such site. The Organiser disclaims any liability should You fail to comply with the third party platform(s) term and conditions.

THE PROMOTION (the "Promotion")

The title of the Promotion is VIRTUAL REGATTA – THE OCEAN RACE ATLANTIC. The purpose of the Promotion is to offer to the participants in the online game "Virtual Regatta – The Ocean Race Atlantic" (the "Game") the opportunity to win a prize by finishing among the first three (3) classified in the virtual race. The virtual race runs at the same time as the official The Ocean Race Atlantic 2026, organised by The Ocean Race 1973 SLU, which starts in New York on 2 September 2026 and finishes in Lorient, France.

This Promotion starts on 22 August 2026, when registration for the Game opens and the prizes are announced, and ends when the last participant in the virtual race crosses the virtual finish line, which shall in no event be later than the closing date and time published by the Organiser on the Game platform (inclusive).

All participants must have registered in the Game and entered the virtual race before the closing date. All entries received after the closing date are automatically disqualified.

ELIGIBILITY

In order to enter this Promotion and be eligible to win, You represent and warrant that You satisfy the following eligibility criteria:

You acknowledge that You are a natural person of 16 years of age or older at the time of entry, and, if You are under the age of 18, You are participating in this Promotion under the active supervision of a parent or legal guardian, ("Guardian") who has read and agreed to these Terms on Your behalf. Persons under the age of 16 years of age are not allowed to participate in this Promotion or transmit or otherwise submit personal Data (all data relating to You, such as Your contact

details, Promotion responses and photographs) to the Organiser. It is voluntary to provide us with Your personal data; however, You will not be able to enter the Promotion if you do not supply all required personal data.

If you are under the age of majority in Your country of residence, You are participating in the Promotion under the active supervision of a parent, legal guardian, or other responsible adult (altogether referred to as "Guardian" in the following) who has read and agreed to these Terms on Your behalf. Organiser excludes any responsibility and/or liability in case the participation/the award of a prize requires the approval of a Guardian. This solely lies within Your responsibility.

Please note that the Organizer is not liable in cases where Participants are not legally allowed to take part in the Promotion due to national or local laws.

The Organizer is not responsible in case a Participant is not physically or mentally able to perform any or all of the described tasks; there is no legal right to participate in this Promotion whatsoever. Organiser is not liable in case a Participant injurs him/herself while performing actions with regard to this Promotion.

Directors, officers and employees of the Organiser, its parent and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Promotion, professional advisers, third party service providers or advertising and promotional agencies involved with this Promotion, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter or win any opportunity in this Promotion. The Organiser shall verify

these conditions consulting its database at the time of determining the winners.

The Organizer will not accept entries that are: (a) automatically generated by computer; (b) completed by third parties (on Your behalf) or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete. The Organizer reserves the right to verify the email address provided by You including where required, any consent provided by a Guardian to require proof of age, identity and/or other provided details at any time at its discretion. In the event of any dispute, entries containing an invalid email address or incorrect data regarding the age or residence of You will be deemed ineligible. You must not enter this Promotion through the use of multiple email accounts or social media accounts. If it becomes apparent that You have used multiple email accounts or social media accounts to circumvent this rule all Your entries will be disqualified.

RULES OF PARTICIPATION, SELECTION PROCESS AND PRIZES

In order to successfully enter the Promotion, You must register and create a player account in the Game, which includes providing valid and true data as is requested in order to register (e.g. name and email address) and accepting the terms and conditions applicable to the Game.

Only one player account and one entry per person is allowed. Participants using more than one player account to enter the virtual race will be disqualified.

Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries cannot be returned.

The winners will be the first three (3) participants classified in the virtual race, amongst the participants that have fulfilled all the eligibility criteria, in accordance with the official classification published by the Organiser on the Game platform. The Organiser's classification is final.

The winners will be contacted through the contact data provided by You within five (5) days from the end of the competition. If the Organiser does not manage to contact You within five (5) days, the Organiser reserves the right to award the corresponding prize to the next participant in the official classification of the virtual race.

Virtual Regatta acts as organiser of the Promotion and the Game and is responsible for verifying the winner's eligibility, notifying the winner, and passing to The Ocean Race 1973 SLU and/or Helly Hansen (the "Supplier") only the information strictly necessary to deliver the prize. The Supplier physically provides the prize and delivers it to the winner, on the practical terms agreed between them, including shipping costs. Virtual Regatta is neither the seller nor the manufacturer of the prize. The prizes are free of charge and the Supplier covers the shipping costs. Depending on where You live, customs duties, import charges or taxes may apply when Your prize arrives; these are Your responsibility, and You should check the position with Your local customs or tax authority before claiming a prize.

Three (3) prizes will be awarded, one to each of the first three (3) participants classified in the virtual race, as follows:

1. First (1st) classified: TOR Sailing Jacket, retail price EUR 170
2. Second (2nd) classified: TOR Backpack, retail price EUR 80
3. Third (3rd) classified: TOR Beach Towel, retail price EUR 45

ORGANIZER'S RIGHT TO CHANGE THE TERMS AND TO DISQUALIFY

To the extent permitted by law, and without affecting Your statutory rights, if in the Organizer's opinion the Promotion is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Promotion without responsibility and liability for any amount or kind of loss or damage that may result to You or any third party (whether direct or indirect). You should check our website regularly for any changes which will apply from the date that they are uploaded.

At any time during the Promotion, the Organizer reserves the right in its sole discretion to disqualify and/or remove any Participant if it has reason to believe that a Participant has used unauthorised software, automated tools, multiple player accounts or any other means to gain an unfair advantage in the virtual race, and/or the Participant fails to observe these Terms, is engaged in cheating, or where applicable any other kind of illegal or inappropriate behaviour. The Organiser's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.

FAIR PLAY

You warrant that Your entry does not contain material that violates or infringes another's rights or reflects a political statement, including but not limited to privacy, publicity or intellectual property rights, contain brand names or trademarks, other than those of the Organizer, which You have a limited licence to use for the sole purpose of this Promotion, contain copyrighted material not created by You, other than material that You have necessary rights, consents and permissions to use, contain material that is

offensive, distasteful, dangerous, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous and obtain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created.

In the event this Promotion is run via one or more third party platform(s), You warrant and represent that Your entry does not infringe the Terms of the third-party platform(s).

GRANT OF RIGHTS

You may submit the material, where applicable, to the Organiser in connection with the Promotion Entry Materials may contain You, (or another's) voice, image, photograph, statements, biographical information, performances, name and likeness and other user-generated content.(collectively, the "Entry Materials").

As consideration for Your participation in this Promotion , You will assign to the Organiser all rights as set forth in the applicable law and to Entry Materials to the broadest extent possible. To the extent that rights are not assignable, You grant to the Organiser a worldwide, unlimited, exclusive, royalty-free, transferable licence to use the Entry Materials for the purposes of this Promotion, including but not limited to the display on any and all Organiser and its affiliates' websites, including social media websites. The Organiser does not guarantee any confidentiality with respect to Entry Materials. Subject to any licence, You grant herein, any and all Entry Materials that You upload, store, transmit, submit, exchange or make available to the website is generated, owned and controlled solely by You, and not by the Organiser. It is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your

Entry Materials, and the Organiser does not accept any responsibility for the same. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers have been duly and effectively obtained from any performer, presenter, contributor or other person involved in the Entry Materials or rights, services or facilities in connection with it.

To the extent permitted by applicable law, selected participant(s) may be requested to take part in promotional activity and the Organiser reserves the right to use the names and addresses of selected participant(s), their photographs and audio and/or visual recordings of them in any promotional material to the extent each selected participant agrees. The Organizer will seek the consent of the selected participant , where required. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

Information about how the Organiser may collect, process and store Your personal data for the Promotion and otherwise, can be found within the Organiser's Privacy Policy.

You acknowledge and accept that, if You are one of the winners, the Organiser may share Your personal data (including Your name, contact details and postal address) with The Ocean Race 1973 SLU and/or Helly Hansen for the sole purpose of arranging and delivering the prizes to the winners. These recipients will process Your personal data only for that purpose and in accordance with applicable data protection legislation, and where a transfer outside

the European Economic Area is involved the Organiser will ensure that appropriate safeguards are in place.

LIABILITY AND WARRANTY

Notwithstanding anything to the contrary hereunder, Organizer does not limit or exclude its liability in respect of any death or personal injury caused by its negligence or any fraud.

Insofar as is permitted by law, the Organiser, its employees, agents or distributors will not in any circumstances be responsible or liable to compensate the selected participant or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Promotion. Your statutory rights are not affected.

The Organiser excludes all liability to You for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss or damages incurred or suffered by You in connection with Your participation in the Promotion.

The Organiser shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.

There is no legal right to participate in this Promotion. The Organiser is not

responsible if You are unable to participate in the Promotion for any reason.

The Organiser is not liable if You injure Yourself while performing actions with regard to this Promotion. You represent that You do not have any condition and are not affected by any circumstances that would prevent You from safely participating in the Promotion or would pose a present risk to others in Your doing so. You also agree that You are not otherwise prohibited from participating in the Promotion for any reason.

In no event shall the Organizer be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, circumstances beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, when these circumstances constitute a force majeure as defined under applicable local law.

To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Promotion and all free products are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose).

GENERAL

If any provision of the Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or impaired thereby.

These Terms shall be governed by and construed in accordance with the laws of France, and the parties submit to the non-exclusive jurisdiction of the courts competent for the registered office of the Organiser.

The latest version of the Terms will be available on the Organizer's website.

For general questions arising out of these Terms and/or related to this Promotion, please contact community@virtualregatta.com.