

JAGUAR LAND ROVER LIMITED

DEFENDER TROPHY CHALLENGE – TERMS AND CONDITIONS

These terms and conditions ("**Terms and Conditions**") apply to the Defender Trophy Challenge (the "**Competition**") which will take place between June 2025 and May 2026 ("**Competition Period**").

TERMS AND CONDITIONS

1. By entering the Competition you confirm your acceptance and agree to these Terms and Conditions.
2. [For the purposes of these Terms and Conditions the "**Promoter**" means, unless context otherwise requires, each of:
 - i. **Jaguar Land Rover Limited Middle East & North Africa**, a company registered in the Emirate of Dubai, United Arab Emirates, having Registration No. [xx] and registered office address Road No. 2 (adjacent to Semmer Villa), Dubai Silicon Oasis, Dubai, UAE PO Box 32588, being the manager and promoter of the overall Competition across the MENA region for Jaguar Land Rover Limited; and
 - ii. **Ali Alghanim & Sons Automotive Co. WLL**, a company registered in Kuwait, commercial registration number M/268/1997, Shuwaikh Industrial Area, Street 55, Area 98, P.O. Box 21540, Safat, 13076, Kuwait.]
3. These Terms and Conditions apply so far as the law permits so, please read them carefully before entering.
4. These Terms and Conditions shall be governed by and construed in accordance with Kuwait law. The parties irrevocably agree that the courts of **Kuwait** shall have exclusive jurisdiction to deal with any dispute or claim that arises out of or in connection with these Terms and Conditions and the Competition.

CAN I ENTER THE COMPETITION?

5. The Competition is free to enter (no purchase necessary).
6. Subject to clauses 7 and 9, the Competition is open to everyone who meets the eligibility requirements in clause 8 below, residing in **Kuwait** at the time of taking up the Competition and during the Competition Period.
7. **Please note before entering:**
 - (a) the Competition involves extremely physically and mentally demanding challenges; driving the Promoter's vehicles, in all weather conditions; and other unforeseen challenges that may be out of the Promoter's control, where there are inherent risks of damage to both entrants and their property. Therefore, should an entrant be successfully selected to participate in the Competition, they will be required to enter into further waivers and releases (including but not limited to health waivers and image releases); and

- (b) entrants must be prepared to live in the outdoors for up to 21 (twenty-one) days in close proximity to the other entrants, in potentially harsh climates and rugged environments, as part of the Competition;
- (c) the Competition may be unsuitable and therefore not recommended for those who suffer from back or neck problems, heart conditions (or any other similar conditions). It may also be unsuitable for those who are pregnant. The Promoter would recommend entrants check, with a doctor or qualified medical professional, whether they are suitably fit, healthy and clear to take part in the Competition before entering. The Promoter may require evidence of such health clearance from any entrant; and
- (d) entrants must be prepared for all weather conditions and will be responsible for providing their own appropriate clothing, gear and equipment in anticipation of varying extreme weather scenarios (including but not limited to: waterproof clothing, warm layers, protective and appropriate footwear for hiking and climbing, sunscreen, etc.). The Promoter will not be responsible for providing this.

ELIGIBILITY CRITERIA

8. To be eligible to enter, each entrant must:

- (a) complete the entry form by **10 October 2025**,
- (b) be able to swim a minimum of 50 (fifty) metres unassisted and unaided;
- (c) demonstrate that they can communicate in English, which will be the language of the Competition, to understand detailed instructions and provide input and feedback to other entrants in potentially dangerous situations where accurate, immediate and clear communication is essential;
- (d) possess a healthy level of physical and fitness, as the Competition involves a number of physically and mentally demanding challenges. Entrant's eyesight must also meet the standard required for driving;
- (e) due to the Promoter's insurance requirements, be 23 years old or over, and possess a full valid Kuwait driver's licence of 3 years with no more than 6 penalty points and no serious convictions in the last 5 years, at the time of entering and during the Competition Period [and international driving permit]. Entrants will be asked to present their drivers' licence to the Promoter so should ensure that they bring it with them to any and all events related to the Competition;
- (f) pass the drivers' licence verification check that will be sent to entrants via web link;
- (g) be fit to travel overseas, should they be determined a Finalist (as defined below);
- (h) possess a valid international passport, as the final of the Competition will take place in an international location that will be revealed by the Promoter during

the Competition Period. Successful entrants will be responsible for obtaining their own visas and vaccinations (including any other documentation required for travel to the destination); and

(i) have no criminal record.

9. The following entrants will **not** be eligible to enter the Competition:

(A) all those who do not meet the eligibility criteria set out in clause 8 above;

(B) any employee (hourly or salaried), independent contractor or apprentice working for the Promoter and/or its affiliates (including but not limited to Jaguar Land Rover Limited) at the time of taking up the Competition and during the Competition Period;

(b) any third party, employee (hourly or salaried), independent contractor, apprentice or volunteer working for or associated with any company principally involved in the manufacturing, sale or distribution of automotive vehicles; and/or

(c) anyone currently suffering from any physical or mental condition which would restrict or impair their alertness or driving ability.

10. In entering the Competition, entrants confirm that they are eligible to do so and eligible to claim any prize they may win. It will be the Promoter's sole decision as to whether any eligibility requirement has or has not been met and the Promoter may require evidence or confirmation from entrants before awarding Prizes.

11. The Competition is open from **19 June 2025** and closes on **10 October 2025** (the "**Closing Date**") inclusive. Entries submitted after the Closing Date are automatically disqualified.

12. Entrants may submit up to 1 (one) valid entry. Any additional entries will not be counted or eligible to win.

13. The Competition will require access to: a mobile; an email account; a computer; and internet access – these will not be provided by the Promoter.

2. The Promoter reserves the right to disqualify any entry which does not comply with these Terms and Conditions or if an entrant's conduct is contrary to the spirit or intention of the Competition, throughout the Competition Period.

HOW TO ENTER

14. To access the Entry Form (defined below), all entrants must register their interest by completing the 'register your interest' form

15. The Promoter will share an invitation to enter the Competition and the Entry Form to all entrants who have completed the Register of Interest process, via the email address entrants provided in their Register of Interest form

16. Subject to clauses 15 and 16, all entrants who have been invited to enter the Competition after registering their interest must complete the Entry Form by 10 October 2025.
17. Only entries that have been answered in full, completed correctly and submitted will be considered as a valid entry.
18. If, for any reason, a technical interruption, equipment failure, telephone failure, network, server, computer hardware or software failure or site failure or postal failure occurs and the Competition is not capable of running as planned or entries are not received or validly submitted or the Prize (as defined below) is disrupted, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition if necessary.
19. The Promoter does not take any responsibility for incomplete entries or entries that are lost, mislaid, damaged or delayed in transit (regardless of cause) and any such entries will not be considered valid. The Promoter will not accept proof of posting or transmission as proof of receipt of entry to the Competition.
20. Entrants (and subsequent 'Local Competitors') shall not, at any point during the Competition, display or publicize any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the Promoter and/or Jaguar Land Rover Limited, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon the Promoter and/or Jaguar Land Rover Limited. Each entrant agrees and acknowledges that any breach of this clause will cause significant damage and loss to the Promoter and Jaguar Land Rover Limited.
21. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition if necessary.

FIRST ROUND OF THE COMPETITION

22. A select group of entrants who successfully completed the Entry Form will be chosen from all valid entries by an expert judging panel consisting of subject matter experts from the event, marketing and adventure industry after the application process has closed on 10 October 2025.
23. There will be up to 24 (twenty four) Local Competitors in total. The Local Competitors determined by the judging panel will be final.
24. The Local Competitors will be contacted using the contact details included in their Entry Form and asked to confirm: that they accept the invitation to compete in the Local Selection Event; that they meet the eligibility requirements set out in clauses 8 and 9 of these Terms and Conditions; and that they are available to compete in the Global Final (defined in clause 31). Should any Local Competitor be unable to confirm any of the details above within 5 (five) days, the Promoter reserves the right to revoke their space in the Local Selection Event and offer it to an alternative entrant in their absolute discretion.
25. It is the responsibility of each entrant to ensure that the contact details provided in their Entry Form are accurate for notification set out in clause 25 above.
26. The names and image of Local Competitors may be announced online at the Promoter's sole discretion.

27. Local Competitors will be required to participate in the Local Selection Event where they will participate in a number of adventure challenges
28. The Promoter will not be responsible for any expenses associated with Local Competitors' participation in the Local Selection Event (including but not limited to travel to and from the Local Selection Event,)and the Promoter shall not be responsible for the arrangement of such.

SECOND ROUND OF THE COMPETITION

29. The two best performers at the Local Selection Event will be chosen by an expert judging panel ("**Regional Competitors**") and will then be invited to the MENA Final The Regional Competitors will be chosen at the sole discretion of the expert judging panel against their selection criteria and such decision shall be final.
30. At the MENA Final up to 48 (forty-eight) Regional Competitors from across the region will participate in a number of adventure challenges to be adjudged as the sole **MENA Finalist** by an expert judging panel. The MENA Finalist shall be chosen at the sole discretion of the expert judging panel against their selection criteria and such decision shall be final.
31. The Promoter shall make all necessary accommodation travel, special clothing, technical equipment and dietary/meal arrangements to enable the Regional Competitors to attend the MENA Final and shall bear the cost of such (subject to the Promoter's travel and expense policy).
32. Pursuant to clause [32] above, each Regional Competitor is responsible for arranging all other items and expenses, including but not limited to: their own visa, passport, vaccinations, travel insurance and any associated costs and expenses. Finalists acknowledge and agree that the Promoter will not be responsible for any costs and/or expenses (outside of those set out in clause 33) of attending the MENA Final.
33. The name and image of each and any of the Regional Competitors and the MENA Finalist may be announced online at any time at the discretion of the Promoter or Jaguar Land Rover Limited

THE GLOBAL FINAL

34. The MENA Finalist shall compete in the global final of the Competition against [up to 40(Forty)] other finalists from around the world in [October 2026] in a secret international location that shall be revealed by the Promoter on [August 2026 (the "**Global Final**")].
35. The Promoter will place Finalists into teams to compete in the Global Final. However, Finalists will be judged on an individual basis and not as a team. Team formation shall be at the sole discretion of the Promoter. The Promoter may re-arrange team members at any point during the Global Final.

36. Finalists may be eliminated from the Global Final, at the sole discretion of the expert judging panel, at any point. Any eliminated Finalists will no longer be eligible to compete in the Global Final nor eligible to win the Competition.
37. The Promoter shall make all necessary accommodation travel, special clothing, technical equipment and dietary/meal arrangements to enable the Finalists to attend the Global Final and shall bear the cost of such (subject to the Promoter's travel and expense policy).
38. Pursuant to clause 40 above, Finalists are responsible for arranging all other items and expenses, including but not limited to: their own visa, passport, vaccinations, travel insurance and any associated costs and expenses. Finalists acknowledge and agree that the Promoter will not be responsible for any costs and/or expenses (outside of those set out in clause 34) of attending the Global Final.

WINNERS & THE PRIZE

39. Subject to clause 37, winners will be selected from remaining Finalists by an expert judging panel at the end of the Global Final on the Closing Date ("the **Winner(s)**").
40. Pursuant to clause 32, Winners will be selected on an individual basis and not as a team. For the avoidance of doubt, there may be some Winners selected from a team where some team members will not be selected as Winners.
41. The Winners determined by the expert judging panel will be final and at the sole discretion of the judging panel.
42. The Winners will be determined and announced at the Global Final and awarded in person. Winners may also be announced via Jaguar Land Rover Limited's 'Defender' channel on YouTube at the sole discretion of Jaguar Land over Limited.
43. Each Winner will win the prize. The prize is for the Winners to have the opportunity to participate in an expedition in the country that the Global Final is located, as a team, where they will be delivering essential aid to purposeful causes, using everything they have learned throughout the Competition, in October 2026 ("**Prize**").
44. There are no alternative prizes, and the Prize is non-transferable and non-negotiable. The Prize may not be claimed by a third party on any Winner's behalf.
45. If the Promoter subsequently discovers any Winner is ineligible or any Winner has breached these Terms and Conditions, or foul play or unethical conduct is suspected under these Terms and Conditions then the Promoter reserves the right to not award the Prize to such Winner and another Finalist will be selected by the judging panel as the Winner.
46. If the Prize offered is unavailable, cancelled or suspended due to circumstances beyond the control of the Promoter, the Promoter will not be able to offer an alternative and will not owe any further liability to the Winners. The Winners will not be entitled to any monetary equivalent or compensation for costs or expenses incurred or suffered in connection with taking up the Prize.
47. Winners accept that the Prize could be cancelled or suspended for any reason whatsoever beyond the control of the Promoter.
48. In the event that any Winner is unable to take up the Prize for any reason they must notify the Promoter immediately. In this circumstance, the Promoter reserves the right to offer

the Prize to another Finalist. The Promoter does not accept any responsibility if a Winner is not able to take up the Prize.

49. The Winners acknowledge and agree that the Promoter will not be responsible for any costs and/or expenses (including but not limited to taxes) of taking up the Prize.
50. In all circumstances, the Promoter's decision is final and no correspondence will be entered into.
51. The Winners shall not, while participating in the Prize, display or publicize any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the Promoter and/or Jaguar Land Rover Limited, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon the Promoter and/or Jaguar Land Rover Limited. Each entrant agrees and acknowledges that any breach of this clause will cause significant damage and loss to the Promoter and Jaguar Land Rover Limited.

RECORDING AND PUBLICITY

52. As a condition of entry to the Competition, all entrants will be required to participate in promotional photography and filming by the Promoter during and after their participation in the Competition and Prize and therefore will be required to sign a film footage waiver form which will be provided by the Promoter to all entrants/Local Competitors on or before the Local Selection Event. By signing the form, all entrants/Local Competitors agree that the Promoter shall have the right to use all the resulting publicity materials in any medium and any manner the Promoter sees fit.
53. All entrants will be required to document their experience of the Competition process from the point they are notified that they have been selected as a Local Competitor until they are eliminated from the Competition or, should they be determined a winner, until the end of the Prize. Entrants should document their experience of the Competition process through photographs and video recordings, for use by the Promoter to promote and showcase the Competition, in any and all media, throughout the world, in perpetuity ("**User Generated Content**");
54. Pursuant to clause 50 above, entrants and Winners agree that the Promoter and Jaguar Land Rover Limited will have, and hereby grants to the Promoter and Jaguar Land Rover Limited the right to retain a worldwide exclusive irrevocable licence to the User Generated Content to use, and authorise the use of, in any and all media, including but not limited to on the Promoter's, Jaguar Land Rover Limited's and Jaguar Land Rover Limited's franchised retailers', NSC's and importer's websites, social media channels, third party websites (or parts thereof) that are under Jaguar Land Rover Limited or its agencies' control (including but not limited to Instagram, Twitter, TikTok and YouTube), social networks and portals, and at the Promoter's, Jaguar Land Rover Limited's or its franchised retailers' owned events or events held in collaboration with approved partners of the Promoter) and press releases in perpetuity.

LIABILITIES

55. Neither the Promoter, Jaguar Land Rover Limited nor its affiliates, agents, officers, retailers, franchisees, sponsors or employees will be liable (to the extent permitted by law) for any loss, damage or injury, including death to any entrant and/or their property arising out of organising or holding this Competition or as a result of a Winner winning, participating in, collecting or enjoying the Prize and/or the Competition, or if the Competition does not run as planned. This paragraph does not seek to exclude the liability of any party listed in this paragraph for (a) death or personal injury caused by their negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for them to exclude or attempt to exclude their liability. Your statutory rights are not affected.
56. Neither the Promoter, Jaguar Land Rover Limited nor its affiliates, agents, officers, retailers, franchisees, or employees will be liable (to the extent permitted by law) for any medical, repatriation or consequential costs arising from illness or injury to the any entrant, Winner, and/or any third party in the course of the Competition and/or during any travel required.
57. The Promoter may change these Terms and Conditions or cancel the Competition at their absolute discretion and without incurring liability as a result unless the Prize has been awarded.

USE OF PERSONAL DATA

58. By entering this Competition, you (whether as the entrant, Local Competitor and/or Winner) understand and consent to the Promoter (and its agents, contractors and group members on its behalf) may process, store, distribute and/or use the information (including personal data) you provide in your Entry Form and in the process of entering:
 - (a) to enable them to administer your entry in the Competition, including deciding whether it accords with these Terms and Conditions;
 - (b) to notify you if you are a Local Competitor, Finalist and/or Winner. Where you are a Local Competitor, Finalist and/or Winner you agree that the Promoter may announce or make available on request your name, country/town, image and User Generated Content;
 - (c) to share with organisations assisting with the conduct of the Competition and fulfilment of the Prize; and
 - (d) to invite you to participate in future competitions hosted by the Promoter and/or events related to this Competition.
59. Entrants'/Local Competitors/Winner's name and contact information used for the purpose of this Competition shall be retained for a period of [12] months from the Closing Date.

60. Data will be handled in accordance with (i) any data protection legislation from time to time in force in the State of Kuwait; and (ii) Law No. 20 of 2014 Concerning Electronic Transactions and Resolution No. 48 of 2014 Executive Regulations of the Electronic Transactions Law and any other directly applicable Kuwait regulation relating to privacy.
61. For more information on how data is handled by the Promoter, please review the Promoter's Privacy Policy: <https://www.jaguarlandrover.com/privacy>.