

## Master the Drive Contest

**No purchase or payment of any kind is necessary to enter or win this contest. A purchase or payment will not increase your chances of winning.**

**VOID WHERE PROHIBITED BY LAW OR REGULATION. You must be at least 18 years of age or older (or the legal age of majority in your province/territory of residence, whichever is older) and a legal resident of Canada at the time of entry to participate in this Contest.**

### 1. CONTEST TIMING:

Master the Drive Contest (the “**Contest**”) begins on Friday, December 15, 2017 at 12:00:01 a.m. Eastern Standard Time (“**EST**”) and ends on Friday, January 19, 2018 at 11:59:59 p.m. EST (the “**Contest Period**”). Sponsor’s database clock will be the timekeeper for this Contest. At the end of the Contest Period, a random drawing will be conducted from among all eligible Submissions (defined below in Section 3) received to award the Grand Prize (as defined in Section 4 below). Entry in the Contest does not constitute entry into any other promotion, contest, competition or contest. By participating in the Contest, each Entrant (as defined below) unconditionally accepts and agrees to comply with and abide by these official rules (“**Official Rules**”) and the decisions of Nissan Canada Inc., 5290 Orbitor Drive, Mississauga, ON L4W 4Z5 (the “**Sponsor**”) and COHEN-FRIEDBERG ASSOCIATES, LLC, 17 Lantern Road, Suite #1, Framingham, MA 01702 USA [www.cfapromo.com](http://www.cfapromo.com) (the “**Administrator**”), whose decisions shall be final and legally binding in all respects.

### 2. ELIGIBILITY:

Participation open only to legal residents of Canada who are at least eighteen (18) years old or older (or the age of majority in their province/territory of legal residence, whichever is older). Contest is void outside of Canada and where prohibited by law or regulation. Submissions received from persons residing outside of the eligible geographic areas, or where restricted or prohibited by law, or persons who are not legal resident of Canada, will be disqualified. Employees, officers, and directors of Sponsor, Administrator, Walt Disney Studios Motion Pictures Canada (“**Disney**”), and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents (collectively, the “**Contest Entities**”), and each of their immediate family members including spouse and parents, children and siblings and their spouses and/or people living in the same household (whether or not related) are not eligible to participate. All eligibility is subject to all federal, provincial/territorial, and local laws and regulations. Sponsor reserves the right to require a potential Grand Prize Winner to submit to a confidential background check. Potential Grand Prize Winner will only be eligible to receive the Grand Prize if potential Winner’s background check is satisfactory to Sponsor, (i.e. potential Winner has not been convicted or accused of a felony or a crime of moral turpitude, or engaged in conduct that would bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest) as determined by Sponsor in its sole discretion. Grand Prize Winner will be required to provide the Contest Administrator with a valid driver’s license number upon request.

### 3. HOW TO ENTER:

By participating in this Contest, each entrant ("**Entrant**") fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and legally binding in all matters related to the Contest.

To enter the Contest, visit <http://www.nissan.ca/en/starwars-master-the-drive-sweepstakes> (for English), and <http://www.nissan.ca/fr/starwars-master-the-drive-sweepstakes> (for French) during the Contest Period and click on the Star Wars Contest Section. Click through to the site experience to **configure a Star Wars themed vehicle**. Select the vehicle you wish to customize:

Once you have configured one of the vehicles above, you will be directed to the Contest entry form. Complete the entry form with all required information which may include: your full name, telephone number, postal code, and valid email address. Agree to the Official Rules and submit your entry. Once you submit your entry form you will receive one (1) entry into the Contest. Each vehicle configuration and entry form submitted in this Contest will be referred to as a "**Submission**." For clarity, Submissions will not be judged.

Limit: There is only one (1) Submission per person per calendar day (ET) (no more than thirty-six (36) total Submissions per entrant) during the Contest Period.

License: By submitting a Submission, Entrants grant Sponsor and/or its agents, if any, a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, record, copy, exhibit, distribute, transmit, publish, broadcast, perform, merchandise, sublicense, adapt, display, or otherwise use the Submission (except for any Disney IP included in the Submission) with or without modifications, in any way in any form or medium whether now existing or later developed, without limitation and without any compensation to the Entrant.

**Use of Data.** Sponsor and Administrator will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy <http://www.nissan.ca/en/privacy.html> and Administrator's privacy policy at <http://www.cfapromo.com/privacy/>. By participating in the Contest, Entrants hereby agree to Sponsor and Administrator's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's privacy policies.

NOTE: Submission must be made by the Entrant only. Submissions made by any other individual or any entity, including but not limited to automatic, robotic, programmed or commercial contest subscription notification and/or entering services, or any use or more than one (1) email address per entrant, is prohibited and will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any Submissions deemed by Sponsor or Administrator, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission will be deemed ineligible.

### 4. GRAND PRIZE/ODDS/APPROXIMATE RETAIL VALUE ("ARV")

Only the prize listed below will be awarded in this Contest. Odds of winning depend on the total number of eligible Submissions received.

**One (1) Grand Prize (“Grand Prize”):**

**The Grand Prize consists of: the Winner’s choice of one (1) vehicle, either a 2017 Nissan Titan PRO-4X Crew Cab [ARV \$57,600 CAD], a Nissan Altima 3.5 SL [ARV \$35,758 CAD] a Nissan Rogue SL Platinum [ARV \$36,298 CAD], or a Nissan Qashqai SL [ARV \$29,498 CAD] or, in lieu of a vehicle, the Grand Prize Winner may select a one-time cash award of \$29,500 CAD.** Vehicles pictured in any advertising surrounding the Contest may not be the actual vehicle awarded and is for representation only. Vehicle values are approximations. Any difference between the ARV and the actual cost of the Grand Prize will not be awarded. ARV of this Grand Prize not to exceed \$57,600 CAD (based on selected automobile).

**GRAND PRIZE NOTES:**

**Vehicle Notes:**

Sponsor to determine final vehicle based on the Winner’s selected vehicle at the time of entry along with any included accessories as selected and purchased by Winner. Winner will be required to pick up their automobile at an authorized dealer nearest the Winner’s home address. Winner is responsible for presenting a valid driver’s license, proof of automobile insurance, proof of vehicle registration prior to automobile delivery.

Winner is responsible for all registration, title, license, insurance and any other costs and expenses not specified herein as being awarded. Except as specified herein as being awarded, Winner is solely responsible for all travel transportation costs for collecting Grand Prize, as well as any dealer prep, emissions inspection, gasoline, vehicle maintenance, and any other costs incurred in claiming, registering, or using the Grand Prize including without limitation, any costs incurred in bringing the vehicle from the delivery site to the Winner’s home. Winner is not eligible for any cash back or rebate which may be available on the vehicle at time of delivery.

**Cash Alternative:** Winner may select to receive a one-time \$29,500 CAD cheque payable in the name of the Winner alternative in lieu of receiving a vehicle.

Grand Prize Winner will be required to sign (a) an Affidavit of Eligibility, (b) an Agreement of Publicity (granting Sponsor the right to use the name and image of the Winner for advertising and promotion purposes), and return each of the properly executed documents to the Administrator within five (5) calendar days of attempted notification as a condition of awarding the Grand Prize. A potential Winner who satisfies all of the Contest requirements, including without limitation a background check (if any), those set forth in this paragraph, will be designated the official winner (the “**Winner**”).

Sponsor and or Administrator will not replace any lost, mutilated, or stolen Grand Prize.

All other costs and expenses not specified herein, if any, are the responsibility of the Winner. Grand Prize is non-assignable and non-transferable. All details and other restrictions of the Grand Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No substitution will be allowed, except Sponsor reserves the right in its sole

discretion to substitute prize(s) of comparable value if Grand Prize listed is unavailable, in whole or in part, for any reason.

## **5. WINNER SELECTION AND NOTIFICATION:**

A random drawing to be conducted on or about **Tuesday, January 30, 2018** from all eligible Submissions received during the Contest Period.

Potential Grand Prize Winner will be required to first correctly answer a mathematical skill testing question without assistance of any kind (whether mechanical or otherwise) within a 2-minute time limit in order to be eligible to win Grand Prize. The question will be administered by phone within three (3) business days following the drawing. If entrant cannot be contacted and the skill testing question administered, the Grand Prize will be forfeited and an alternate Entrant will be selected.

Conduct of the Contest and the drawing are under the supervision of the Administrator. Potential Grand Prize Winner will be notified within twenty-four (24) hours of drawing by phone and/or by email whichever is deemed appropriate by the Administrator, using the contact information provided at the time of entry. Sponsor shall have no liability for any potential Grand Prize Winner notification that is lost, intercepted or not received by any potential Grand Prize Winner for any reason. If, despite reasonable efforts, any potential Grand Prize Winner does not respond within (48) hours of the first notification attempt, or if the notification is returned as unclaimed or undeliverable to such potential Grand Prize Winner, such potential Grand Prize Winner will forfeit his or her Grand Prize and an alternate winner may be selected. If any potential Grand Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a Grand Prize for any reason prior to award, such potential Grand Prize Winner will be disqualified and an alternate winner may be selected.

## **6. GENERAL GRAND PRIZE RESTRICTIONS/CONDITIONS:**

Winner shall be solely responsible for all federal, state, provincial and/or local taxes (if any), and the reporting consequences thereof, sales tax, use tax, surcharges, personal expenses, and all other costs incurred in claiming the Grand Prize. Entrants agree that Contest Entities **(A)** shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest related activity, including but not limited to travel related to Grand Prize activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of the Grand Prize, and **(B)** have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Grand Prize, including, without limitation, to such Grand Prize's quality or fitness for a particular purpose. Sponsor makes no warranties, and disclaims any and all warranties, express or implied, concerning the Grand Prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH GRAND PRIZE AND THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

## **7. PUBLICITY RELEASE:**

Acceptance of the Grand Prize shall constitute Winner's agreement and consent to Sponsor and its designees' use of Winner's name, city, province, likeness, photo, avatar, and/or Grand Prize

information in connection with this Contest (collectively, the "**Attributes**"), for promotional, advertising or other purposes, in any manner perpetually, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases the Contest Entities from all claims arising out of the use of such Attributes.

## **8. Release of Liability / Conditions of Participation.**

A. Transmission of Information. By entering this Contest, you agree to release and hold harmless Sponsor, Administrator, Disney, and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents, and all of their respective parent companies, subsidiaries, affiliates, agents, franchisees, suppliers, distributors, advertising/promotion agencies, and Grand Prize suppliers, and each of their respective parent companies, and each such company's officers, directors, employees, and agents (collectively, the "**Released Parties**"), are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Contest, the uploading, the processing or random selection of Submissions, the announcement of the Grand Prize or in any Contest-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen Submissions or mail; (6) costs associated with claiming or redeeming the Grand Prize; nor (7) loss or damages resulting from an Entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mis-transcribed, misdirected or undeliverable Submissions, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged Submissions, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting Submissions will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Reservation of Rights. Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux in Quebec, to cancel, suspend, and/or modify this Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine Winner from among all non-suspect, eligible Submissions received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner

and void all associated Submissions. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

**C. Release and Indemnity. By participating, Entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Contest, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Contest, any Contest-related activity and/or acceptance, receipt, possession or use/misuse of the Grand Prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.**

**D. IN NO EVENT WILL THE RELEASED PARTIES 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 CONTEST SITE AND/OR PARTICIPATING IN THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING. SOME JURISDICTIONS MAY NOT ALLOW THE 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. FORCE MAJEURE:**

In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding the Grand Prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal provincial/territorial or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right, subject only to the approval of the Régie des alcools, des courses et des jeux in Quebec, to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor has the right (time permitting to select the Winner in a random drawing from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize(s) described in these Official Rules will be awarded. If, for any reason, more potential bona fide winners come forward seeking to claim the Grand Prize in excess of the number of each type of prize set forth in these Official Rules, the Winner of the advertised number of prize(s) available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise

remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### 10. GOVERNING LAW/JURISDICTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Canada, without giving effect to any choice of law or conflict of law rules (whether of the province of Ontario, Canada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the province of Ontario, Canada. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the appropriate courts located in or closest to province of Ontario, Canada; provided that any and all disputes, claims and causes of action arising out of or connected with Disney, including without limitation, the intellectual property of Disney, shall be resolved individually, without resort to any form of class action, shall be governed and construed in accordance with the laws of the state of California, USA and in the event of any dispute, all Entrants irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California USA to resolve such disputes. The parties agree not to raise the defense of forum non conveniens.

***For Quebec residents:*** Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the Grand Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Official Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Entrant, Submission and/or other information with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Official Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Official Rules given by any representative of the Sponsor, the terms and conditions of these English Official Rules shall prevail, govern and control to the fullest extent permitted by law.

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**The use of any name or trademark in connection with the Grand Prize is solely for the purpose of describing such Grand Prize, and is not intended to suggest any affiliation or sponsorship.**