

## The 2019 Mazda Let Your Senses Drive You Contest

### OFFICIAL RULES AND REGULATIONS

Open to residents of Canada

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**NO PURCHASE NECESSARY:** The 2019 Mazda Let Your Senses Drive You Contest (the “**Contest**”) is sponsored by Mazda Canada Inc. (the “**Sponsor**”). The Contest begins at 10:00:00 A.M. (ET) on January 18, 2019 and ends at 11:59:59 P.M. (ET) on April 21, 2019 (the “**Contest Period**”).

- 1. ELIGIBILITY:** To enter and be eligible to win, a person must: (i) be a legal resident of Canada; (ii) have reached the legal age of majority in the province or territory in which he/she resides at time of entry; and (iii) not be an employee, representative or agent of the Sponsor, its affiliated companies or agents, its dealers, or any of their respective advertising or promotional agencies, the independent contest organization or a member of any such employee’s, representative’s or agent’s immediate family (regardless of where they live) or a person with whom such employee, representative or agent is domiciled (whether or not related to the employee, representative or agent). In these Official Contest Rules & Regulations (“**Official Rules**”), “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse.
- 2. HOW TO ENTER:** Visit the Mazda Canada Inc. kiosk event booth at a participating National Auto Show in Canada (for currently scheduled locations and dates see Rule 3) (each, an “**Event**”). You can enter only during the normal operating hours of the applicable Event. At the kiosk, a Mazda representative will direct you to complete the entry form (the “**Entry Form**”) with all required information, including your full name, address, postal code, and a valid email address. Next, complete a short survey, confirm that you have read and agree to be legally bound by the Official Rules (mandatory) and if you wish to do so (optional), indicate whether you would like to receive information regarding upcoming events and/or promotions from the Sponsor (agreeing to receive such information from the Sponsor is not mandatory as a condition of entering the Contest). Finally, click the submit button and you will automatically be eligible to receive one (1) entry (each, an “**Entry**” and collectively, the “**Entries**”) into the Contest. Entries must be received on or before the closing time of the last day of the applicable participating Event (for currently scheduled Event locations and dates see Rule 3).

You may earn a maximum of one (1) additional Entry in the Contest as follows:

When completing your Entry Form, select to opt-in to receive more information from the Sponsor, including the latest vehicle information and special offers. You will then be eligible to receive one (1) additional Entry into the Contest. Limit of one (1) additional opt-in Entry is permitted per person in the Contest.

The maximum total number of Entries permitted per person in the Contest is two (2) (regardless of the method of entry). For the avoidance of any doubt, you may only use one (1) email address to participate in this Contest.

3. **EVENT LOCATIONS AND DATES:**

<b>LOCATION</b>	<b>ADDRESS</b>	<b>DATES</b>
2019 Montreal International Auto Show (Montreal)	Palais des congrès de Montréal 1001, place Jean-Paul-Riopelle Montréal, QC H2Z 1H5	January 18 - 27, 2019
2019 Canadian International Auto Show (Toronto)	Metro Toronto Convention Centre 255 Front Street West Toronto, ON M5V 2W6	February 15 - 24, 2019
2019 Salon International de L'Auto de Québec (Québec City)	Centre de foires de Québec 250 Boulevard Wilfrid-Hamel Québec City, QC G1L 5A7	March 5 - 10, 2019
2019 Ottawa Gatineau International Auto Show (Ottawa)	Shaw Centre 55 Colonel By Drive, Ottawa, ON. K1N 9J2	March 21 - 24, 2019
2019 Vancouver International Auto Show (Vancouver)	Vancouver Convention Centre 1055 Canada Place Vancouver, BC. V6C 0C3	March 19 - 24, 2019
2019 Edmonton Motor Show (Edmonton)	Edmonton Expo Centre 7515 118 Ave NW Edmonton, AB. T5B 4X5	April 4 - 7, 2019
2019 Calgary International Auto and Truck Show (Calgary)	BMO Centre 20 Roundup Way SW Calgary, AB T2G 2W1	April 17 - 21, 2019

**PLEASE NOTE: Event dates, times and locations are subject to change. No responsibility is assumed by the Sponsor or any of the other Released Parties (as defined below) for cancelled, delayed, suspended or rescheduled Events.**

4. **NO PURCHASE NECESSARY:** To enter without attending an Event and/or without the need to opt-in to receive more information from the Sponsor, an eligible entrant may hand print his/her first name, last name, email address, full mailing address (including city and postal code), and phone number on a plain piece of paper and sign it. Place the completed piece of paper in an envelope and mail it in an envelope with sufficient Canadian postage to: **The 2019 Mazda Let Your Senses Drive You Contest, c/o J. Walter Thompson, 160 Bloor Street East, 11<sup>th</sup> Floor, Toronto, ON, M4W 3P7.** Entries must be postmarked no later than during the Contest Period and received prior to the Draw Date (as defined below in Rule 6). Upon receipt of your mail-in request in accordance with these Official Rules, you will be eligible to receive one (1) Entry in the Contest per unique and original mail-in request per envelope with sufficient Canadian postage – up to a maximum of two (2) Entries. All mail-in Entries will bear the same odds as Entries received at an Event. To be eligible, any mail-in request you send must be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple mail-in requests in the same envelope will be void). The Released Parties (as defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed mail-in requests (all of which are void).

5. **GRAND PRIZE:** There will be one (1) Grand Prize available to be won consisting of the opportunity for the confirmed winner and one (1) legal age of majority guest (the “**Guest**”) to travel to Los Angeles, California (United States of America). Grand Prize includes:

- round trip airfare business class) for the confirmed winner and his/her Guest to Los Angeles, California (United States of America) from a Canadian airport near the confirmed winner's residence (as determined by Sponsor in its sole and absolute discretion);
- accommodation for two (2) (double occupancy) for three (3) nights in a hotel or hotels determined by Sponsor in its sole and absolute discretion;
- use of a vehicle (to be selected by the confirmed winner from among the available options as provided by the Sponsor in its sole and absolute discretion) (the “**Vehicle**”) for four (4) consecutive days while participating in the Grand Prize;
- a \$400 CAD per diem for the confirmed winner for four (4) consecutive days while participating in the Grand Prize;
- two (2) tickets to a concert (concert, seating and all other aspects to be determined by Sponsor in its sole and absolute discretion); and
- two (2) tickets to a gallery (gallery and all other aspects to be determined by Sponsor in its sole and absolute discretion).

All travel must be completed in full on or before December 31, 2019 (or on such other date as may be specified by the Sponsor in its sole and absolute discretion). The total approximate retail value of the Grand Prize is \$10,000 CAD based on a St. John's departure example, although the actual retail value may vary depending on the point of departure. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. Choice of flights, airline(s), hotel accommodations (including, without limitation, room size and occupancy), concert, gallery and all other aspects of the Grand Prize are at the sole and absolute discretion of the Sponsor.

Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) all travel related to the Grand Prize must occur on or before the date specified above (or on such other date as may be specified by the Sponsor in its sole and absolute discretion) otherwise the Grand Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety (and, if forfeited, nothing will be substituted in its place); (iv) the confirmed winner and his/her Guest must: (a) travel on the same itinerary as set by or on behalf of the Sponsor; and (b) have all necessary documentation to permit international travel to and from the United States of America; (v) the costs of everything not expressly and specifically stated above as included in the Grand Prize are the sole and absolute responsibility of the confirmed winner and his/her and Guest - including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for confirmed winner and

his/her Guest to and from the airport selected by the Sponsor; additional transportation while participating in the Grand Prize; baggage fees; and items of a personal nature (NOTE: the confirmed winner and/or his/her Guest may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (vi) if the confirmed winner and/or his/her Guest does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and/or (b) substitute the Grand Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; (ix) by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Released Parties (as defined below) if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part; and (x) the confirmed winner's Guest must: (a) be of the legal age of majority in his/her jurisdiction of residence; and (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties (as defined below) relating to his/her participation in the Grand Prize (including, without limitation, any travel related thereto).

Without limiting the generality of the foregoing, the following general conditions apply to the Vehicle portion of the Grand Prize: (i) colour and other specifics of the Vehicle will be at the sole and absolute discretion of the Sponsor and subject to availability; (ii) confirmed winner will be required to personally take delivery of the Vehicle from a location as determined by Sponsor, in its sole and absolute discretion (the "**Location**"), and will be required to present adequate personal identification (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); (iii) Vehicle will not be released unless and until the confirmed winner first shows proof (in a form acceptable to the Sponsor) of having a valid driver's license (equivalent to a full "G" class license in Ontario) in the province/territory in which he/she resides and proof (in a form acceptable to the Sponsor) of being insurable; and (iv) confirmed winner is solely responsible for all other costs and expenses that are not included in the Grand Prize description above, including, but not limited to, costs and expenses associated with: obtaining a valid driver's license, tolls, tickets, fuel and fluids.

**IMPORTANT NOTE:** If the confirmed winner does not meet the specific requirements to use the Vehicle, then the Sponsor, in its sole and absolute discretion, may permit the confirmed winner to assign this component of the Grand Prize to his/her Guest – provided the Guest meets the requirements noted above. If this component of the Grand Prize cannot be assigned to the Guest in a manner that is completely satisfactory to the Sponsor, then the confirmed winner will forfeit this aspect of the Grand Prize in its entirety and nothing will be substituted in its place. In any such case, however, the remainder of the Grand Prize will still be awarded to the confirmed winner in accordance with these Rules.

It is strongly recommended and encouraged that the confirmed winner and each of his/her Guest obtain sufficient personal travel and medical insurance prior to departure. Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations.

The Released Parties (as defined below) are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Grand Prize. Neither the confirmed winner nor his/her Guest, nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to flights and or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner and his/her Guest understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the Grand Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

6. **DRAW:** A random draw will take place on April 29, 2019 (the “**Draw Date**”) at approximately 10:00 A.M. (ET) in Toronto, ON, from all eligible Entries submitted and received in accordance with these Official Rules. Odds of being selected depend on the total number of eligible Entries submitted and received in accordance with these Official Rules. The selected entrant will be contacted by telephone or email, within ten (10) business days of the Draw Date. If the selected entrant: (a) cannot be reached by telephone or email within ten (10) business days of the Draw Date; (b) fails to correctly answer the skill testing question (see Rule 7); and/or (c) fails to return the properly executed Release Form within the specified time (see Rule 7), then he/she will be disqualified (and will forfeit all rights to the Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select another eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Official Rules. The process of attempting to contact such other selected entrant shall be repeated. The Sponsor will not be responsible for failed attempts to contact a selected entrant.
  
7. In order to be declared a winner, the selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question posed in person, by mail or telephone, as determined by the Sponsor in its sole and absolute discretion. The selected entrant will also be required to sign the Sponsor’s Declaration and Release Form (the “**Release Form**”) confirming compliance with the Official Rules, acceptance of the Grand Prize (as awarded), without substitution, and releasing the Sponsor, the independent contest organization, their affiliated and related companies, and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, and, if applicable, their respective advertising or promotion agencies (collectively with the Sponsor, the “**Released Parties**”) from any liability in connection with the Grand Prize or this Contest and pursuant to which the selected entrant agrees to the use by the Sponsor of the winner’s name, photograph, likeness, city/town of residence, and/or statements about this Contest for advertising and/or publicity purposes. The Release Form must be returned within the time period specified on the Release Form or the Grand Prize may be forfeited.

8. **GENERAL:** By entering the Contest, entrants agree to abide by these Official Rules and the decisions of the Sponsor with respect to all aspects of the Contest, which are final and binding without right of appeal.
9. The Released Parties accept no responsibility for any loss, damage or claims caused by or resulting from the Contest or a Grand Prize. By entering, each confirmed winner consents to the use of his/her name, address (city and province/territory) and/or photograph, without further remuneration or notice, in connection with any publicity carried out by or on behalf of the Sponsor.
10. The Released Parties will not be liable for any failure in relation to the Contest and will not be responsible for late, lost, illegible, misdirected, incomplete or destroyed Entries (all of which are void). The Released Parties will not be responsible for any event that may cause the Contest to cease either temporarily or permanently, including but not limited to any electronic network, computer problem or any other technical or human error of any kind that makes continuation of the Contest not feasible. The Released Parties are not responsible for any technical malfunctions of telephone networks or lines, computer on-line systems, servers or access providers, computer equipment, software, viruses, bugs or failure of any Entry or other information to be received, captured or recorded for any reason including but not limited to traffic congestion on the internet. Entries that have been tampered with or altered are void. In the event it is determined by the Sponsor that an entrant has entered in a fashion not sanctioned by these Official Rules and/or has submitted more than the number of Entries permitted by these Official Rules, the entrant will be disqualified and all of the Entries submitted by the entrant will be disqualified. In the event of a dispute regarding who submitted an Entry at an Event, the Sponsor reserves the right to deem the entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Sponsor's official time-keeping device(s).
11. All Entries become the permanent property of the Sponsor and none will be returned. Except at the discretion of the Sponsor, no correspondence will be entered into except with selected entrants. This Contest is subject to all applicable federal, provincial, territorial and municipal laws.
12. The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (the "**Régie**") in the Province of Québec, to terminate, suspend or amend this Contest, or to amend these Official Rules, at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering or infection by computer virus, the Sponsor reserves the right in its sole discretion to cancel the Contest all together or to conduct the draw from all previously received eligible Entries submitted and received in accordance with these Official Rules. The Released Parties shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest including but not limited, to any damage to an entrant's computer or other equipment, system, software or any combination thereof, as a result of the entrant's participation in this Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

13. **FOR QUÉBEC RESIDENTS ONLY:** Any litigation respecting the conduct or organization of a publicity contest in Québec may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
15. The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and, only if consent is given at the time of entry or otherwise, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor. If entrants provide consent when entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsors' privacy policy, which is available at [www.mazda.ca](http://www.mazda.ca)
16. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.
17. 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, Entry 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.
18. 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 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.
19. 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 the terms as if the invalid or illegal provision were not contained herein.
20. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Official Rules or relating to this Contest.