# THIS CONTEST IS OPEN ONLY TO RESIDENTS OF ALBERTA, SASKATCHEWAN AND MANITOBA AND IS GOVERNED BY CANADIAN LAW

# NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST

# 1. CONTEST PERIOD:

The Win Your Honda Contest (the "Contest") begins on March 1, 2018 at 7:00 a.m. Mountain Time ("MT") and ends on April 30, 2018 at 8:59:59 p.m. MT (the "Contest Period").

# 2. ELIGIBILITY:

Contest is open to residents of Alberta, Saskatchewan and Manitoba who have reached the legal age of majority in their province of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Alberta, Saskatchewan and Manitoba Honda Dealer Advertising Associations (collectively, the "**Sponsor**"), Honda Canada Inc., their respective parent companies, subsidiaries, affiliates, prize suppliers, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the "**Contest Parties**").

### **3.** AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "**Rules**").

# 4. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. There are two (2) ways to earn a maximum of one (1) entry (each, an "Entry" and collectively the "Entries"), as follows:

<u>PURCHASE</u>: An eligible entrant will automatically be eligible to earn one (1) Entry when he/she purchases, leases or finances a new and previously unregistered 2018 Honda vehicle (each, an "Eligible Vehicle") from an authorized Honda Dealer in Alberta, Saskatchewan or Manitoba (each, an "Eligible Transaction").

**NO PURCHASE NECESSARY**: To obtain one (1) Entry in the Contest without completing an Eligible Transaction, print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a 50 word or more unique and original essay explaining why you would like to drive a new 2018 Honda vehicle to: *Alberta/Saskatchewan/Manitoba Honda Dealers Advertising Association. Attn. Win Your Honda, Honda Canada Inc. 7019 8<sup>th</sup> Street NE Calgary, AB T2E 8A2 (collectively, the "Request"). Upon receipt of a valid Request in accordance with these Rules, you will be eligible to receive one (1) Entry in the Contest. To be eligible, your Request must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received prior to the Draw Date (as defined below in Rule 8).* 

The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries, Requests, Eligible Vehicles and/or Eligible Transactions. To be eligible, your Entry must be submitted and received in accordance with these Rules.

### 5. ENTRY LIMIT:

There is a limit of one (1) Entry per person during the Contest Period, regardless of the method of entry. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, multiple identities and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

### 6. VERIFICATION:

All Entries, Requests, Eligible Transactions, Eligible Vehicles and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Request, Eligible Transaction, Eligible Vehicle and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

### 7. THE PRIZE:

There will be a total of one (1) Prize (the "**Prize**") available to be won in this Contest. The Prize consists of a cheque payable to the confirmed winner in the amount of the selling price (inclusive of applicable fees and taxes) of the Eligible Vehicle associated with the confirmed winner's Eligible Transaction (the "**Eligible Transaction Value**"). Eligible Transaction Value does not include cost of borrowing, finance charges, costs associated with negative trade equity for lease and finance transactions, license, registration or insurance, dealer-installed accessories or any insurance or extended warranty product of any kind which the confirmed winner may have elected to add to their vehicle transaction. The approximate retail value of the Prize will therefore differ depending on the Eligible Transaction Value associated with the Eligible Transaction and Eligible Vehicle in question. In the event of a confirmed winner who has earned his/her winning Entry by submitting a Request, the Prize for which that winner will be calculated based on the highest Eligible Transaction Value completed during the Contest Period in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion).

Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize with a prize or prizes of equal or greater retail value for any reason.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner 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 his/her 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 Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

### 8. WINNER SELECTION AND ODDS OF WINNING:

On May 7, 2018 (the "**Draw Date**") in Calgary, Alberta one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

### 9. WINNER NOTIFICATION:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner within ten (10) business days of the Draw Date. If the eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

### 10. WINNER CONFIRMATION:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within ten (10) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, cit//province, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all s determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion; the permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall app

# 11. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure during the Contest; (ii) any malfunction or other problems of any nature whatsoever; (iii) the failure of any Entry, Request, Eligible Transaction and/or other information to be received, captured or recorded for any reason whatsoever; (iv) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (v) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse an Entry or Request from any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Entries.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

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 (available at: <u>www.honda.ca/privacy</u>). 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, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, Request, Eligible Transaction and/or other information with these Rules, or as a result of any 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 Rules, or for any other reason.

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

The invalidity or unenforceability of any provision of these 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 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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these 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 Alberta 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 Alberta in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.