# 'DRIVE A HONDA, WIN A HONDA' CONTEST

THE 'DRIVE A HONDA, WIN A HONDA' CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF BRITISH COLUMBIA OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

- 1. **ELIGIBILITY.** To be eligible for this Contest, an individual must:
  - (a) be a legal resident of the province of British Columbia; and
  - (b) be of the age of majority (nineteen years) or older at the time of entry.

Employees of British Columbia Honda Dealers Advertising Association (the "Sponsor"), its affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information or otherwise not comply in full with these rules.

2. CONTEST PERIOD. The Contest begins at 8:00am. Pacific Time ("PT") on Thursday, November 1, 2012 and ends at 6:00pm, Pacific Time ("PT") on Friday, November 30, 2012 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted. Contest entry will only be available on those days, and at the venue, listed below, during the Contest Period.

## **3.** HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
  - (i) Enter by visiting one of the participating BC Honda dealers and testing driving a new Honda vehicle of your choice during their hours of operation.
  - (ii) After test driving a new Honda vehicle, you will be given a ballot form. To enter the contest, please fill in all the information required.
- (b) Limit of one (1) entry per person throughout the Contest Period. In the case of multiple entries, all entries will be void.
- (c) All entries become the sole property of the Sponsor and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated,

forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Grand Prize unless noted on the entry form.

#### 4. PRIZE.

- (a) **Prize.** There is one (1) prize (the "Prize") available to be won, consisting of a 2012 CIVIC LX 4D (model number: FB2E4CEX).
- (b) The winner has the choice of:
  - i. A 2012 CIVIC LX 4D.
  - ii. Applying the value of a 2012 CIVIC LX 4D towards the purchase of another Honda vehicle and paying the difference.
  - iii. Redeem the 2012 CIVIC LX 4D for cash.
- (c) Prize is valued at nineteen thousand two hundred and thirty five dollars (\$19,235) including freight & PDI
- (d) Once selected entrant has been successfully contacted, notified of his/her Prize, fulfilled the requirements set out herein and been declared a winner, he/she may claim his/her Prize at a BC Honda Dealership location closest to their city of residence at a time and date to be arranged between the Sponsor (or its agents) and the winner, acting reasonably.
- (e) Prize must be accepted as awarded and cannot be transferred, assigned or substituted (with the exception of the options in (b) listed above). The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

## 5. WINNER SELECTION.

One (1) winner ("Winner") shall be selected as follows:

- (a) On or about Thursday, December 13 in Vancouver, British Columbia, representatives of the Sponsor will receive all entries from dealers. One (1) entrant will be chosen by a random draw as the eligible winner, subject to compliance in full with these rules.
- (b) The odds of being selected as the eligible winner are dependent upon the number of eligible entries received.
- (c) Before being declared a winner, the eligible winner will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Contest Rules and to sign and return the Release (as described below).
- (d) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN MONDAY, DECEMBER 17 AT 5:00 P.M. PST AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon

notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant's response must be received by the Sponsor within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsor's sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.

- (e) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
- 6. RELEASE. Winner will be required to execute a legal agreement and release ("Release") that confirms Winner's : (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release the Sponsor and its parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contestrelated activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portraval in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
- 7. INDEMNIFICATION BY ENTRANT. By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
- 8. LIMITATION OF LIABILITY. The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is

not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsor is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

10. CONDUCT. By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be available on site at dealerships as listed in section 3(a)(i) throughout the Contest Period. Entrants further agree to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor property or service; and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

## 11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and (ii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) above.
- (b) By opting-in on your contest entry form, you consent disclosure of your Personal Information to British Columbia Honda Dealers Advertising Association so that you may be contacted to promote draws and contests similar to the Contest, promote opportunities to subscribe to newsletters or promotional clubs, and notify you about related products or services.
- 12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- **13. TERMINATION.** Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy

of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions 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.

**15. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.