

## **BMW Canada Inc.**

### **BMW & ClubLink “Drive It Home” Contest**

#### **OFFICIAL RULES**

##### **1. ELIGIBILITY**

Contest is run by BMW Canada Inc. (“Sponsor”). Contest is open only to individuals who are participating in the BMW & ClubLink “Drive It Home” test drive experience offered at select ClubLink golf courses in Ontario and Quebec (“Event”) and are legal residents of Canada and are at least 25 years of age prior to the Contest Period (defined below).

You are not eligible if you are: (a) an employee, officer, director, agent or other representative of Sponsor, its divisions, affiliates, subsidiaries, parent or related companies, advertising or promotional agencies, the prize suppliers, or (b) a member of the immediate family (defined as parents, siblings, children and spouse, wherever they reside), or household of any of the above persons.

##### **2. HOW TO PARTICIPATE**

**NO PURCHASE NECESSARY.** Contest begins on June 12, 2023 8:00 AM ET and ends on November 30, 2023 5:00 PM ET (the “Contest Period”). Participants in the “Drive It Home” test drive experience are automatically entered into the contest after confirming their test drive booking or waitlist submission which will signify acceptance of these Official Rules. You may receive an additional five (5) bonus entries if you opt-in to receive communications from the Sponsor at the time of their booking or waitlist submission. In addition, you may also receive an additional five (5) bonus entries if you complete the test drive survey or, if you are on the waitlist and did not have an opportunity to test drive a vehicle, by submitting a 500 word essay on why you want to test drive a BMW to [support@mybmwconcierge.ca](mailto:support@mybmwconcierge.ca).

All entries must be received by November 30, 2023 5:00 PM ET (the “Contest Closing Date”). The clock used by the Sponsor in connection with the receipt of the entries will be the official clock to determine the date and time the entry was received.

Limit: One (1) entry from test drive booking or waitlist submission per person during the Contest Period. Maximum of up to an additional five (5) entries from opt-in to receive communications and maximum of up to five (5) bonus entries for completion of test drive survey or essay submission per person during the Contest Period. The odds of winning depend on the total number of eligible entries received. All entries become the property of Sponsor.

By participating in this Contest, entrants agree:

(a) that the Sponsor and/or its authorized agents will collect, use, and disclose the personal information you provide for the purpose of administering this Contest and fulfilling prizes. With the entrant’s consent, Sponsor will also initiate, maintain and develop a relationship with the entrant (including product and service information, offers, etc.). Sponsor will collect, use and disclose this information in accordance with its Privacy Policy (available upon request). For further information about Sponsor’s privacy practices, please see Sponsor’s Privacy Policy at: [http://www.bmw.ca/ca/en/general/privacy\\_policy/content.html](http://www.bmw.ca/ca/en/general/privacy_policy/content.html)

(b) to abide by the Official Rules and the decision of the Sponsor which are final and binding with respect to all aspects of the Contest.

##### **3. PRIZE**

There are five (5) prizes available to be won, each consisting of one (1) \$1,000 Clublink gift card (the “Prize”). Approximate retail value of each Prize is \$1,000 CDN. The Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, Sponsor reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if the Prize cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes. Winner will be responsible for any and all other expenses not specifically described above as included in the Prize. Sponsor makes no representations or warranties with respect to any prize. Prize will be couriered to Winner within five (5) business days of being declared as a winner.

##### **HOW TO WIN:**

4. A random draw will be conducted in Toronto, Ontario on December 1, 2023 at 2:00 PM ET from among the total entries received. The selected entrant (the "Selected Entrant") will be notified by email on or about December 5, 2023. Please check your e-mail and spam filters. If the Selected Entrant declines the Prize, incorrectly answers the mathematical skill-testing question, or otherwise does not respond or cannot be contacted within two (2) business days, the Prize will be forfeited and another entrant will be selected at random, with selections continuing until an eligible and qualifying entrant has been selected. The Prize will be drawn and awarded to the first declared winner.

5. In order to be declared a winner, the Selected Entrant must correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered by e-mail. If a Selected Entrant cannot be contacted and the skill-testing question administered within two (2) business days of the first attempt to contact, the Prize will be forfeited and may be awarded to an alternate entrant. The procedure outlined in paragraph 4 above will be repeated until the Prize has been awarded. There will be only one opportunity to answer the skill-testing question. The Selected Entrant who provides an incorrect answer will no longer be eligible to win the Prize.

6. Before being declared a winner, the Selected Entrant will be required to sign and return to Sponsor or its agent by the deadline stipulated on the document a Declaration of Compliance with the Contest Rules and a Liability and Publicity Release, releasing Sponsor, its divisions, affiliates, subsidiaries, parent and related companies, advertising and promotional agencies, and all of their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns (collectively, "Releasees") from any liability in connection with this Contest or the Prize. By accepting Prize, winner consents to the use of his/her name, address (city, province) and likeness for publicity purposes, without further notice or compensation.

#### 7. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

Sponsor reserves the right, to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion void any suspect entries and: (a) terminate Contest, or any portion thereof; (b) modify or suspend Contest, or any portion thereof, to address the impairment and then resume Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

#### 8. GENERAL CONDITIONS

Winning the Prize is contingent on fulfilling all the requirements set forth herein. All entries become the property of Sponsor and none will be returned or acknowledged. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor the Prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with, or is suspected of tampering with, the entry process, the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the e-mail address provided in the Entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

Subject to obtaining approval from the Régie des alcools, des courses, et des jeux with respect to the Province of Quebec, Sponsor may terminate or amend this Contest at any time without prior notice, if any factor interferes with its conduct as contemplated by these Official Contest Rules. Contest is subject to all applicable laws.

#### 9. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR, ITS PARENT, RELATED AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASEES") HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE. FURTHER BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing or the release provided in Paragraph 9 above, and for greater certainty, Releasees will not be liable for: a) any incomplete or inaccurate information caused by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries or otherwise; b) the theft, destruction or unauthorized access to, or alteration of, entries; c) any technical malfunctions of, or other problems with, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; or d) any failure of any data transmission to be received by or from Sponsor for any reason.

#### 10. RESIDENTS OF QUEBEC ONLY

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 decision. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

#### **Short rules**

**No purchase necessary.** Contest entry open from June 12, 2023 8:00 AM ET to November 30, 2023 5:00PM ET (the "Contest Period") to ClubLink Members participating in the BMW & ClubLink "Drive It Home" test drive experience offered at select ClubLink golf courses in Ontario and Quebec, who are legal residents of Canada and are at least 25 years of age prior to the Contest Period. Five (5) prizes are available. Each prize consists of: one (1) \$1,000 ClubLink gift card. ARV: \$1,000 CDN. Odds of winning depend on number of eligible entries received. Internet, email address and math skill-test required. For rules [insert URL where full contest rules will be posted].