

## The FCA CANADA 2016/2017 BREAKAWAY GIVEAWAY CONTEST

### THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW.

#### 1. CONTEST PERIOD:

The FCA Canada "Breakaway Giveaway" Contest (the "**Contest**") begins on September 15, 2016 at 3:00:01 p.m. Eastern Time (ET) and ends on April 11, 2017 at 11:59:59 p.m. ET (the "**Contest Period**").

#### 2. ELIGIBILITY:

Contest is open to all legal residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry, except employees, contractors, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the marketing and sales departments of FCA Canada Inc. (the "**Sponsor**"), its dealerships, advertising/promotion agencies and the Independent Contest Organization, (collectively, the "**Contest Parties**"), and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside). By participating in this Contest, you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the "**Rules**").

#### 3. HOW TO ENTER:

##### THERE ARE TWO (2) WAYS TO ENTER

##### 1) No purchase necessary. Complete online entry form

You can obtain four (4) ballots into the Contest by completing an online entry form using the following methods:

Visit [www.dodgecaravankids.ca/win](http://www.dodgecaravankids.ca/win) or [breakawaygiveaway.ca](http://breakawaygiveaway.ca) from September 15, 2016 - April 11, 2017 (the "**Websites**"). An entry form can also be completed on an iPad or at a kiosk at any of the Chrysler, Jeep®, Dodge, Ram, FIAT®, Mopar® or Hometown Hockey Events listed online at [www.dodgecaravankids.ca/events](http://www.dodgecaravankids.ca/events) (the "**Events**"). The Events may be subject to cancellation or rescheduling and the Sponsor is not liable for the inability of any person to participate in the Contest due to any such cancellation or schedule change. Event locations and dates may be added/cancelled throughout the program period. An updated Event schedule can be found online at [www.dodgecaravankids.ca/events](http://www.dodgecaravankids.ca/events).

To enter online, go to one of the the Websites, and fully complete the entry form, which requires you to: (i) enter your first name, last name, postal code, valid email address and phone number; and (ii) agree to the terms and conditions of these Rules. Once you have fully completed the entry form, click the "Submit" button to complete your entry (the "**Standard Entry**"). The Standard Entry and Opt-in Entry (defined below) are collectively referred to herein as the "**Contest Entries**". To be eligible, your Contest Entries must be received within the Contest Period. All eligible Entries received during the Contest Period will be entered into the random prize draw (see Rule 5).

Once you have completed your Standard Entry (as outlined above), you can earn an additional ballot in the random draw as follows:

##### **(a) Opt-in to receive more information from the Sponsor:**

When completing your Standard Entry, you will be presented with the option to opt-in to receive more information from the Sponsor, including the latest vehicle information and special offers via email or other means (the "**Opt-in Entry**"). You will receive one (1) ballot into the random draw for selecting to opt-in to receive more information from the Sponsor. Limit of one (1) Opt-in Entry permitted per person/email address during the Contest Period.

##### 2) Mail-In Entry

To obtain five (5) ballots into the Contest, print by hand your full name, complete mailing address (including postal code), daytime telephone number (including area code), valid email address (optional), on a plain piece of paper and mail along with a minimum 50-word essay describing your favourite vehicle (the "Mail-In Entry") to: "2016/2017 Breakaway Giveaway Contest", The Marco Corporation, PO Box 4099, Paris, ON N3L 4B1. Mail-in Entries must be postmarked between September 15, 2016 and April 11, 2017 and received by April 17, 2017 to be eligible for the draw.

There is a maximum of five (5) ballots permitted per person/email address during the Contest Period, which will be awarded upon completion of your one (1) Standard Entry worth four (4) ballots and one (1) Opt-in Entry worth one (1) ballot or a mail-in entry worth five (5) ballots. For greater certainty, you can only use one (1) email address and one (1) name to enter the Contest. If it is discovered that you have attempted to: (i) obtain more than five (5) ballots per person/email address during the Contest Period or (ii) use more than one (1) email address to enter the Contest; then (in the sole discretion of the Sponsor) you will be disqualified from the Contest and all of your Contest Entries may be voided. Your Contest Entries will automatically be rejected if the entry form is not fully completed and submitted during the Contest Period. Use of any automated system to enter or otherwise participate in this Contest is prohibited and will automatically result in disqualification.

#### **4. THE PRIZE AND APPROXIMATE RETAIL VALUE:**

**Prize:** There will be one (1) Prize available to be won consisting of the winner's choice of a 2017 Chrysler Pacifica with a maximum value of \$50,000 (MSRP plus freight, A/C charge and other duties, exclusive of any rebates or incentives)", and a Five Thousand Dollar (\$5,000.00 CDN) donation made by FCA Canada Inc. to the minor hockey organization designated by the confirmed winner, subject to the approval of the Sponsor in its sole and absolute discretion (the "Prize"). Winner is responsible for licensing, insurance and registration of vehicle, plus all vehicle maintenance including fuel costs. Winner will be required to provide proof of insurance and a valid driver's license for his/her jurisdiction of residence at time of delivery. Total maximum Prize value: Fifty-five thousand dollars (\$55,000.00 CDN).

The Prize must be accepted as awarded with no substitutions. The Prize is not transferable (except at Sponsor's sole discretion) or redeemable for cash. The Sponsor reserves the right, with the consent of the Régie in Quebec, to substitute a prize or prize component, which is, in its sole opinion, of equal or greater value, in the event that the Prize or prize component becomes unavailable for any reason whatsoever. FCA Canada Inc. reserves the right to change, amend or substitute without notice, any or all aspects of the Contest prizing. In the event that the selected vehicle is NOT available, for whatever reason, the Contest Sponsor reserves the right to substitute one of equal or greater value from similar Chrysler, Dodge, Jeep®, Ram or FIAT® vehicle models. The Prize will only be awarded to the person whose full name and valid email address appear on the official Standard Entry. The Prize will be delivered to the Chrysler, Dodge, Jeep, Ram or FIAT® dealership closest to the winner's place of residence. Winner will be required to take ownership of the vehicle within four (4) weeks of arrival at the dealership closest to the winner's place of residence.

#### **5. RANDOM PRIZE DRAW AND WINNER SELECTION:**

On April 24, 2017 (the "Draw Date") in Brantford, Ontario at approximately 2:00 p.m. ET, one (1) entrant will be selected by random draw from among all eligible Entries received during the Contest Period. The odds of winning depend on the number of eligible Contest Entries received during the Contest Period.

The Sponsor or its designated representative will make five (5) attempts to contact the selected entrant by telephone or email (using the information provided at the time of entry) within ten (10) business days of the Draw Date. If the selected entrant cannot be contacted within five (5) attempts or ten (10) business days of the Draw Date (whichever occurs first), or there is a return of any notification as undeliverable; then that selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries.

Before being declared a winner, the selected entrant will be required to: (i) correctly answer, unaided, a time-limited, mathematical, skill testing question to be administered by phone at a mutually convenient time; 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 Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, the selected entrant's 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 the selected entrant's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; and/or (b) fails to return the properly executed Contest documents within the specified time and/or (c) cannot accept the prize for any reason, then he/she will forfeit the Prize and Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries.

#### **6. GENERAL CONDITIONS:**

All Contest Entries become the property of the Sponsor. The Releasees assume no responsibility for lost, delayed, incomplete, incompatible or misdirected Contest Entries. All Contest Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means or do not conform to or satisfy the conditions set forth in these Contest Rules, may be disqualified by the Sponsor. 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, including, without limitation, any decisions regarding the eligibility/disqualification of Contest Entries and/or entrants.

The Releasees will not be liable for any failure of the Websites during the Contest Period; for any technical malfunction or other problems relating to telephone networks or lines, computer online systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Contest Parties for any reason including, but not limited to, technical problems or traffic congestion on the internet or at any website; or any combination of the above. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.

All Contest Entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of valid Contest Entries in this Contest will be the Contest server(s).

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw or amend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is 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, with the consent of the Régie, reserves the right to cancel or suspend this Contest, or to amend these Rules without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

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 prize may be submitted to the Régie 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 with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.fcacanada.ca/privacy/>), unless the entrant otherwise agrees.

## **7. LANGUAGE DISCREPANCY:**

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: the Contest entry form, website, point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.