

## THE FCA CANADA "2017 AUGUST #carpeFIAT" CONTEST

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

#### CONTEST PERIOD:

The FCA Canada "2017 August #carpeFIAT" Contest (the "**Contest**") begins on August 1, 2017 at 12:00:01 a.m. Eastern Time (**ET**) and ends on September 15, 2017 at 11:59:59 p.m. ET (the "**Contest Period**").

#### 1. 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**").

#### 2. HOW TO ENTER:

##### THERE ARE THREE (3) WAYS TO ENTER

##### 1. No Purchase necessary. Enter Online through a Contest Website (as defined below).

##### (a) Visit #carpeFIAT site ([www.carpeFIAT.ca](http://www.carpeFIAT.ca)), complete and submit personal information form.

You can obtain one (1) ballot into the contest by fully completing the entry form located at [WWW.carpeFIAT.CA](http://WWW.carpeFIAT.CA) (the "website") 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 Official Rules and Regulations (the "**Rules**"). Once you have fully completed the entry form, click the "Submit" button to complete your entry (the "**Online Entry**").

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

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

##### (c) Book a test drive:

When completing your #carpeFIAT contest submission form, you can book a test drive at your local FIAT dealership. You will receive one (1) ballot into the random draw for booking a test drive (the "**Book A Test Drive Entry**"). Limit of one (1) Book A Test Drive Entry is permitted per person/email address during the Contest Period.

Online Entry, Opt-in Entry and Book A Test Drive Entry are collectively referred to herein as the "**Event Entry**".

#### 2) Mail-In Entry

To obtain three (3) 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: "2017 August #carpeFIAT", The Marco Corporation, PO Box 4099, Paris, ON N3L 4B1. Mail-in Entries must be postmarked between August 1 to September 15, 2017 and received by September 19, 2017 to be eligible for the draw.

#### 3) Purchase Entry

Entrants who purchase or lease and take delivery of any new 2016/2017 FIAT vehicle at any participating FIAT Studio during the Contest Period (August 1 – September 15, 2017), will automatically receive three (3) ballots into the Contest for the chance to win.

Purchase Entry, Mail-In Entry and Event Entry are collectively referred to herein as an "**Entry**" or "**Entries**".

There is a maximum of three (3) ballots permitted per person/email address during the Contest Period, which will be awarded upon completion of your a) one (1) Event Entry, consisting of one (1) Online Entry, one (1) Opt-in Entry and one (1) Book A Test Drive Entry; or B) one (1) Mail-In Entry; or c) one (1) Purchase Entry. 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 three (3) 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 may be disqualified from the Contest and all of your Entries may be voided. Your Entry will automatically be rejected if the entry form is not fully completed and submitted during the Contest Period or the Mail-In Entry does not contain the required information. Use of any automated system to enter or otherwise participate in this Contest is prohibited and will automatically result in disqualification.

### **(3) THE PRIZE AND APPROXIMATE RETAIL VALUE:**

There will be one (1) prize available to be won as follows:

If the winner's ballot is associated with an Event Entry or Mail-In Entry, the prize will consist of one (1) voucher worth up to \$40,000 which could be used towards the purchase of a new 2016/2017 FIAT vehicle.

Maximum retail value of the voucher is worth up to Forty Thousand Dollars (\$40,000) and applies to the selected vehicle's price before the deduction of any incentives, discounts or rebates. The voucher is eligible to be applied to the price of optional factory equipment, paint colour option, destination, and all applicable taxes. Winner is responsible to pay all costs more than \$40,000 and is responsible to pay in any event the licensing, registration, insurance, and all vehicle maintenance costs including fuel. If the winner purchases a vehicle where the total costs covered by the voucher exceed Forty Thousand Dollars (\$40,000 CDN), then he/she will not be awarded the cash equivalent of the difference under any circumstances. The Winner will be required to provide proof of insurance and valid driver's license at time of delivery for the province or territory in which they reside. Mail-In Entry Prize is not transferable or redeemable for cash.

If the winner's ballot was associated with a Purchase Entry, the prize will consist of the reimbursement of the selected entrant's vehicle purchase/lease price including optional factory equipment, paint colour option, destination and all applicable taxes, for up to a maximum of Forty Thousand Dollars (\$40,000.00 CDN). Winner is responsible to pay in any event the licensing, registration, insurance, and all vehicle maintenance costs including fuel. Purchase Entry Prize vehicle to be reimbursed must be a new 2016/2017 FIAT model purchased/leased between August 1 and September 15, 2017 and delivered during the Contest Period.

#### **Proof of submission**

(screenshots or captures, etc.) by an entrant does not constitute proof of receipt by Sponsor. Automated Entries (including, but not limited to, Entries submitted using any robot, script, macro, or other automated service and/or through any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Official Rules) are not permitted and will be void. Sponsor's computer is the official time-keeping device for the Contest. By entering this Contest, entrants agree to comply with and be legally bound by these Official Rules and the decisions of Sponsor and/or the independent Contest judging organization, which are final and binding in all matters related to this Contest.

All Entries, 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 and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion. 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 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).

### **(4) RANDOM PRIZE DRAW AND WINNER SELECTION:**

On Wednesday September 27, 2017 (the "**Draw Date**") in Brantford, ON at approximately 2:00 p.m. ET, one (1) eligible entrant will be selected for the Prize by random draw from among all Entries received in accordance with these Rules during the Contest Period. The odds of winning depend on the number of Entries received in accordance with these Rules 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 Entries.

Before being declared the confirmed Prize winner, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question administered by phone, without mechanical or other aid; (b) supply proof of age and residency by providing a photocopy of one (1) piece of Canadian issued Government photo identification (including date of birth); and (c) sign and return within ten (10) business days of notification the Sponsor's declaration and release form for the winner, 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, employees, agents, representatives, successors and assigns (collectively, the "Releasees") 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, 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 or on behalf of 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; (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 be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining Entries received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such new selected entrant).

#### **(5) GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. The Releasees assume no responsibility for lost, delayed, incomplete, incompatible or misdirected Entries. All 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 Entries and/or entrants.

The Releasees will not be liable for any failure of the Website 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.

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: [www.fcacanada.ca/privacy/](http://www.fcacanada.ca/privacy/)), unless the entrant otherwise agrees.

#### **(6) 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.