

INFINITI OWNERS CELEBRATION EVENT SWEEPSTAKES  
OFFICIAL GAME RULES AND CONDITIONS

**CONSUMER DISCLOSURE: YOU HAVE NOT YET WON. NO PURCHASE OR SALES PRESENTATION NECESSARY. A PURCHASE OR SALES PRESENTATION WILL NOT INCREASE YOUR CHANCES OF WINNING.**

One (1) prize available: One (1) winner will receive a trip for two to Aspen, Colorado. The trip includes (a) round trip airfare for the winner and one guest; (b) 5 days'/4 nights' luxury hotel accommodations for winner and guest in Aspen, Colorado; (c) complimentary mid-size INFINITI car rental (or something comparable); (d) 2-day ski rental and lift tickets for winner and guest; (e) \$2,000 expense allowance; (f) round trip transportation to and from the airports. VRV: \$10,000. Odds of winning are 1 out of 331,466 written prize notices distributed. Prize will be awarded subject to verification of eligibility. You must be the named mail recipient, age 18 years of age or older and of majority age within your state of residence at the start of the Promotional Period, a legal resident of one of the 50 United States or the District of Columbia, and possess a valid U.S. driver's license. You must play the game for your chance to win the Prize by February 4, 2019. Sponsor: Nissan North America, One Nissan Way, Franklin, TN 37067.

**1. NO PURCHASE OR SALES PRESENTATION IS NECESSARY TO ENTER OR WIN. A PURCHASE OR SALES PRESENTATION DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

2. OVERVIEW: Game (the "Game") is open to named recipients of mailings from INFINITI announcing the Game ("Letter"), who are age 18 and older and of majority age within his/her state of residence, have a valid U.S. driver's license, and are legal residents of one of the 50 United States or the District of Columbia at the time of entry. Nissan North America, Inc. ("Sponsor") and participating INFINITI retailers, and each of their parent, subsidiary and affiliated companies, web design/advertising/promotional/fulfillment agencies involved in the administration/development/fulfillment/execution of this Game (including but not limited to Administrator (as defined below), printers and mail houses and any companies associated with this Game), and each of their respective officers, directors, shareholders, members, managers, agents, distributors, employees, attorneys, dealers/retailers, representatives, subsidiaries and assigns (collectively "Promotional Parties"), and the immediate family members of each of the foregoing (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same households of each (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of Game), are not eligible to participate.

3. HOW TO PLAY: Game starts 01/03/19 and ends 02/04/19. ("Promotional Period"). To play the Game, go to [www.infinitiownercelebration.com](http://www.infinitiownercelebration.com) during the Promotional Period and enter the unique number contained in your original mail piece ("Game Number") into the corresponding field and click "Enter". The website will then inform you if your Game Number matches the Winning Number or if you are not a

winner. If the website says you are the potential winner, winning is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. You must be the individual named on the mail piece announcing the Game, show proof of permanent residence in the United States that matches the address in the original mail piece, and present the original mail piece prior to receiving the prize. The Winning Number will not be released over the phone or obtained in a manner other than visiting [www.infinitiownercelebration.com](http://www.infinitiownercelebration.com). **No sales presentation is required to check to see if you are a winner.**

4. NUMBER OF PRIZES, PRIZE, VERIFIABLE RETAIL VALUE ("VRV"): One (1) prize available: One (1) winner will receive a trip for two to Aspen, Colorado. The trip includes (a) round trip airfare for the winner and one guest; (b) 5 days'/4 nights' luxury hotel accommodations for winner and guest in Aspen, Colorado; (c) complimentary mid-size INFINITI car rental (or something comparable); (d) 2-day ski rental and lift tickets for winner and guest; (e) \$2,000 expense allowance; (f) round trip transportation to and from the airports. VRV: \$10,000. The prize (or any portion thereof) may not be sold, traded, transferred, or assigned. Winner is responsible for all applicable taxes associated with the prize, including, but not limited to, federal, state or local income taxes. Winner will be issued a 1099 Tax form by Administrator for the retail value of the prize.

5. ODDS: Odds of winning are 1 out of 331,466 written prize notices.

6. CLAIMING PRIZE: Limit one prize per person per household per address. No one may redeem a mail piece addressed to another individual, or on behalf of the addressee. No prize will be awarded until a claim is verified and approved by the Administrator whose decisions relating to this promotion are final. The prize will only be awarded if validly claimed in accordance with these official rules. In order to claim the prize, the individual must be (a) the addressee on the mail piece; (b) the individual who was randomly selected and designated to receive a winning mail piece printed with the Winning Number, and who is on file with the Administrator; and (c) must reside at the address to where a winning piece was mailed.

7. VERIFICATION: The winner will be required to provide a photocopy of winner's valid U.S. driver's license, and sign and return an Affidavit of Eligibility (which confirms they have complied with these Official Rules) and Release of Liability (where permitted by law), which if issued, must be completed signed and returned within ten (10) business days from the date which the Winner matches his/her Game Number in the email to the Winning Number on [www.infinitiownercelebration.com](http://www.infinitiownercelebration.com). In the event of non-compliance, the Prize will be forfeited and will not be awarded. Entrants agree that all decisions made by the Administrator will be final and conclusive.

8. GENERAL RELEASE: As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Promotional Parties from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of the prize, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or

participation in the Game. (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Game, or the prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorney's fees and court costs. POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GAME. AN ENTRANT IS NOT A WINNER OF A PRIZE, EVEN IF THE GAME PRIZE BOARD SHOULD SO INDICATE, UNLESS AND UNTIL POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

9. GENERAL PRIZE RESTRICTIONS: By accepting the prize, winner agrees to the following: Promotional Parties shall have the right and permission to use (unless prohibited by law) his/her name, voice, city/state of residence, photograph, quote(s) and/or likeness for any advertising/publicity purposes, in perpetuity, and in any and all media or format now or hereafter known worldwide without limitation or additional compensation, permission or notification, except where prohibited by law. If the prize is declined or if the appropriate Affidavits/ Releases are not received within the prescribed period, the prize will be forfeited. The prize claimed will be awarded to the named winner on the Affidavit of Eligibility. Sponsor is not responsible for any change of email or mailing address of entrants.

10. DISPUTES/BINDING ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE GAME SHALL BE SETTLED BY BINDING ARBITRATION IN A LOCATION DETERMINED BY THE ARBITRATOR AS SET FORTH HEREIN (PROVIDED THAT SUCH LOCATION IS REASONABLY CONVENIENT FOR CLAIMANT), OR AT SUCH OTHER LOCATION AS MAY BE MUTUALLY AGREED UPON BY THE PARTIES, IN ACCORDANCE WITH THE PROCEDURAL RULES FOR COMMERCIAL DISPUTES SET FORTH IN THE COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OF JAMS ("JAMS RULES AND PROCEDURES") THEN PREVAILING, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR SHALL BE SELECTED PURSUANT TO THE JAMS RULES AND PROCEDURES. THE ARBITRATOR SHALL APPLY TENNESSEE LAW CONSISTENT WITH THE FEDERAL ARBITRATION ACT AND APPLICABLE STATUTES OF LIMITATIONS, AND SHALL HONOR CLAIMS OF PRIVILEGE RECOGNIZED AT LAW. IF ANY PART OF THIS ARBITRATION PROVISION IS DEEMED TO BE INVALID, UNENFORCEABLE OR ILLEGAL (OTHER THAN THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS), OR OTHERWISE CONFLICTS WITH THE RULES AND PROCEDURES ESTABLISHED BY JAMS, THEN THE BALANCE OF THIS ARBITRATION PROVISION SHALL REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID, UNENFORCEABLE, ILLEGAL OR CONFLICTING PROVISION WERE NOT CONTAINED HEREIN. IF, HOWEVER, THE PORTION THAT IS DEEMED INVALID, UNENFORCEABLE OR ILLEGAL IS THAT CLAIMS WILL NOT BE ARBITRATED

ON A CLASS OR REPRESENTATIVE BASIS, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID, AND NEITHER CLAIMANT NOR SPONSOR SHALL BE ENTITLED TO ARBITRATE THEIR DISPUTE. UPON FILING A DEMAND FOR ARBITRATION, ALL PARTIES TO SUCH ARBITRATION SHALL HAVE THE RIGHT OF DISCOVERY, WHICH DISCOVERY SHALL BE COMPLETED WITHIN SIXTY DAYS AFTER THE DEMAND FOR ARBITRATION IS MADE, UNLESS FURTHER EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS GAME IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE GAME, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GAME, OR THE PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT. THIS GAME IS GOVERNED BY U.S. LAW AND IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE GAME OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE GAME, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF, AND EACH ENTRANT AGREES THAT ANY MATTERS OR PROCEEDINGS WHICH ARE NOT SUBJECT TO ARBITRATION AS SET FORTH ABOVE AND/OR FOR ENTERING ANY JUDGMENT ON AN ARBITRATION AWARD, SHALL BE SUBJECT TO THE STATE OR FEDERAL COURTS WHOSE JURISDICTION AND VENUE INCLUDE WILLIAMSON COUNTY, TENNESSEE.

11. OTHER CONDITIONS: All Letters and potential winning numbers are subject to verification and null and void if obtained illegitimately, or if mutilated, altered, forged,

fraudulently or mechanically reproduced or contain printing or other errors. Sponsor is not responsible for late, lost, mutilated or misdelivered, or postage due mail. In the event of an error and more than one matching Game Number for the Prize is printed and/or distributed for the prize, then a random drawing will be held to determine one winner from the individuals who present a valid matching Game Number for the Prize. No more than the number of prizes stated herein will be awarded. No one other than the designated individual on file is eligible to claim the Prize, regardless of whether s/he is in possession of a mail piece printed with a Game Number that matches the Winning Number. Any unclaimed or improperly claimed prizes will not be awarded. Sponsor's sole liability for a Game Number or for a Letter which is unreadable or defective for any reason is limited to replacement with another Game Number or Letter, while supplies last. In the event a matching Game Number is not presented, the Prize shall not be awarded. Sponsor may, at its sole discretion, suspend or terminate the Game by posting notice at participating dealers should fraud, printing errors or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the Game.

12. **DISCLAIMERS:** Administrator, in its sole discretion, may disqualify any individual from participation in or use of any or all portions of the Game, and refuse to award the Prize, if an entrant engages in any conduct Administrators deems to be improper, unfair or otherwise adverse to the operation of the Game or detrimental to other Invitees of the Game. Such improper conduct includes, without limitation, falsifying personal information required during prize claim, violating any term or condition stated herein, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use their personal information for the purpose of intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the Game. Entrants agree that Administrator may require the return of any part of the Prize that Entrant may have won as a result of such improper conduct. Entrant further acknowledges that any forfeiture of the Prize and/or return of the Prize shall in no way prevent Administrator from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

13. **NO WARRANTY:** THE GAME AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

14. **NAME REMOVAL/WINNER'S LIST:** **If you do not wish to receive future game/sweepstakes mailings from Nissan North America, please send your complete name and address to: Name Removal Request, Nissan North America, Inc., PO Box 669, West Chicago, IL 60186.** For a winner's list, please send a self-addressed stamped envelope by 03/31/2019 to: INFINITI Owners Celebration Event

Sweepstakes c/o Epsilon Data Management, LLC, PO Box 985, West Chicago, IL 60186.

15. SPONSOR: Nissan North America, Inc., One Nissan Way, Franklin, TN 37067.  
Administrator: Epsilon Data Management, LLC, 1240 North Avenue, West Chicago, IL 60185.