

**NISSAN OWNER APPRECIATION EVENT SWEEPSTAKES**  
**ENTER FOR A CHANCE TO WIN SWEEPSTAKES**  
**OFFICIAL RULES AND CONDITIONS**

**CONSUMER DISCLOSURE: YOU HAVE NOT YET WON. NO PURCHASE, TEST DRIVE, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE, TEST DRIVE, OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** One (1) Prize Available: Prize Winner will receive up to \$30,000.00, to be used only for the purchase of a new Nissan vehicle from the dealership listed on Prize Winner's direct mail piece and/or email announcing this sweepstakes. VRV= \$30,000. Odds of winning the Prize depends on the Total Number of Eligible Entries received during the Promotion Period. Prize will be awarded subject to verification of eligibility. You must be the named recipient of the direct mail piece and/or email announcing this Sweepstakes, 18 years of age or older at the time of entry, a legal resident of the United States or the District of Columbia and possess a valid U.S. driver's license and proof of insurance. To enter go to [www.OwnerAppreciationEvent.com](http://www.OwnerAppreciationEvent.com) and enter the unique Customer ID located on your original email and/or mailer and enter all required fields on the registration form. You must enter for your chance to win the Prize by 11:59:59 P.M. ET on November 30, 2020. Sponsor: Nissan North America, One Nissan Way, Franklin, TN 37067.

**NO TEST DRIVE, PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR SALES PRESENTATION WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**SWEEPSTAKES BEGINS AT 9:00:00 A.M. EASTERN TIME ("ET") ON OCTOBER 1, 2020, AND ENDS AT 11:59:59 P.M. ET ON NOVEMBER 30, 2020 ("PROMOTION PERIOD"). THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.**

1. **ELIGIBILITY:** Sweepstakes (as defined below) is open to named recipients of the direct mail piece and/or email announcing this Sweepstakes who are legal residents of the United States and the District of Columbia, who are eighteen (18) years of age and older at the time of entry and who have a valid U.S. driver's license and automobile insurance. Employees, officers, and directors of the participating Nissan dealers and Nissan North America, Inc. ("Sponsor"), and each of their respective parent companies, affiliates, subsidiaries, divisions, licensees, advertising & promotion agencies, Sweepstakes Administrator (as defined below), Sweepstakes prize providers, and members of such employees' immediate families, defined as spouses, parents, children, siblings (whether such family members are biological, adoptive, step or in-law) and their respective spouses, and those living in the same household of such employees are not eligible to enter. **VOID WHERE PROHIBITED BY LAW.**

2. **HOW TO ENTER:** To enter the Nissan Owner Appreciation Event Sweepstakes (the "Sweepstakes"), go to [www.OwnerAppreciationEvent.com](http://www.OwnerAppreciationEvent.com) and log-in using the unique Customer ID located on your original email and/or mailer and enter all required fields on the registration form with your first and last name, complete address, including ZIP code, phone number and email address ("Entry"). All online Entries must be received by 11:59:59 p.m. ET on November 30, 2020. **Limit one (1) Entry per person.**

If more than one Entry is received from the same person, all Entries submitted from said person may be disqualified. Entries become the property of Sponsor and will not be acknowledged or returned. Proof of submission is not proof of receipt by Sponsor. Sponsor reserves the right to void all Entries made through any robotic, automatic, mechanical, programmed or similar Entry duplication method and to disqualify any individual using such method. Entrants may not use any other device or artifice to register

multiple times or as multiple registrants. Any entrant who attempts to enter under multiple identities, tampers with the entry process or uses any device or artifice to register/play multiple times may be disqualified and forfeits any and all prize won, in Sponsor's sole discretion. In the event of a dispute as to the identity of an entrant, such Entry will be deemed made by the person named on the Entry form. Only one person's name may be stated on the Entry form. Any Entries not in compliance with these Official Rules will be disqualified. By entering, entrants agree to be bound by these Official Rules.

3. PRIZE/VERIFIABLE RETAIL VALUE ("VRV")/ ODDS: One (1) Prize Available: One Prize Winner will receive up to \$30,000.00, to be used only for the purchase of a new Nissan vehicle from the dealership listed on Prize Winner's direct mail piece and/or email announcing this sweepstakes. VRV= \$30,000. Nissan vehicles either under or over \$30,000 may be selected, subject to availability. **Odds of winning depend on the total number of eligible Entries received during the Promotion Period.** Prize will include the entire purchase price of Nissan vehicle selected paid to the dealership listed on Prize Winner's direct mail piece and/or email announcing this sweepstakes, including sales tax, delivery, dealer preparation or optional equipment, up to a maximum amount of \$30,000. Prize will not cover income taxes, title, license, registration, insurance or other third-party charges. Prize will not cover any costs or expenses in excess of the \$30,000 set forth herein. Any difference between \$30,000 and actual total cost of the Nissan vehicle selected will not be awarded. No cash redemptions of the Prize. No transfer of the Prize is allowed. Prize may not be substituted for cash or otherwise, except at Sponsor's sole determination for a prize of equal or greater value if due to prize unavailability. **Prize Winner is responsible for all applicable taxes associated with the prize, insurance, licensing, and registration and title fees.** Administrator will provide the Form 1099 to the Prize Winner by mail.

4. DRAWING: The potential Winner will be selected in a random drawing conducted on or around December 7, 2020. This drawing will be conducted by the Sweepstakes Administrator whose decisions on all matters pertaining to the Sweepstakes are final and binding on all entrants without right of appeal.

5. PRIZE WINNER VERIFICATION: The potential Winner will be notified by email, mail, or phone at the email address, mailing address, or phone number provided on the Entry and will be required to execute and return an affidavit of eligibility and liability/publicity release and Form W-9 within ten (10) business days from the date of notification. If the prize notification is returned as undeliverable for any reason after three (3) attempts, the Prize is declined, or if a potential Winner fails to execute and return all required forms within the time allotted, the Prize may be forfeited and an alternate winner selected from all eligible Entries received, in Sponsor's sole discretion and only if time remains.

6. GENERAL RELEASE: As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release participating Nissan dealers and Sponsor, and their respective affiliates, subsidiaries, retailers, sales representatives, distributors and Sweepstakes Administrator, sweepstakes prize providers, and each of their parent companies, affiliates, subsidiaries, officers, directors, employees and agents (collectively "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, (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 Sweepstakes, 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 SWEEPSTAKES ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF A PRIZE, EVEN IF THE DRAWING SHOULD SO INDICATE, UNLESS AND UNTIL**

POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. GENERAL PRIZE RESTRICTIONS: By accepting the Prize, a Winner consents to the use of his/her name, photograph, quote(s) and/or likeness for any advertising/publicity purposes and in any and all media worldwide in perpetuity without limitation or additional compensation, except where prohibited by law, by Sponsor and its agents, designees, and assigns. If a potential Winner does not respond to the winning notification within ten (10) business days, if the Prize is declined, if Prize notification is returned as undeliverable after three (3) attempts or appropriate Affidavits/ Releases are not received within the prescribed period, the Prize will be forfeited and may be awarded to an alternate Winner, in Sponsor's sole discretion. The Prize claimed will be awarded to the named Winner on the applicable winning Entry form or Affidavit of Eligibility. Sponsor is not responsible for any change of email or mailing address of entrants.

8. OTHER CONDITIONS: By entering, entrant acknowledges compliance with these Official Rules, including all eligibility requirements and agrees to release Promotional Parties (as defined in #6 above) from any claims, losses, actions, or damages, whether actual, incidental or consequential, arising out of or relating to entrant's participation in the Sweepstakes, or the acceptance, possession or use/misuse of the Prize, or participation in Prize-related activities. Promotional Parties are not responsible for: (i) electronic transmissions/Entries/plays that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by the Sponsor or its agents for any reason, (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries, or for destruction of or unauthorized access to, or alteration of, Entries, (iii) failed or unavailable hardware, network, software or telephone, cable or satellite transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes or (iv) any Entries submitted in a manner that is not expressly allowed under these Official Rules. All incomplete or non-conforming Entries will be disqualified. Promotional Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. Further, Promotional Parties are not responsible for late, lost, damaged, false, incorrect, changed, incomplete or illegible contact information or unsuccessful efforts to notify the potential Winner. Sponsor and its agents are further not responsible for incorrect or inaccurate Entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the transmission, receipt or processing of the Entries. Sponsor and its agents are not responsible for any errors, misprints, or typographical mistakes in any printed or electronic advertising of the Sweepstakes. If for any reason the Sweepstakes is not capable of running as planned, or if the Sweepstakes or any Web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper functionality of the Sweepstakes and processing of Entries per these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend the Sweepstakes (or any portion thereof). In the event the Sweepstakes (or any portion thereof) is cancelled, Sponsor reserves the right to conduct a random drawing to award the Prize from among all eligible, non-suspect, Entries received prior to the time of the action or event warranting such cancellation.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD

SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY SUCH PERSON AND SEEK DAMAGES FROM HIM/HER TO THE FULLEST EXTENT PERMITTED BY LAW.

9. DISPUTES/BINDING ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES 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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, 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 SWEEPSTAKES, 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 SWEEPSTAKES IS GOVERNED BY US 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 SWEEPSTAKES OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES,

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 JURISDICTION AND VENUE OF WILLIAMSON COUNTY AND THE MIDDLE DISTRICT OF TENNESSEE. THE PARTIES AGREE NOT TO RAISE THE DEFENSE OF FORUM NON CONVENIENS.

10. WINNERS LIST: For the names of the Winner, mail a self-addressed, stamped envelope to: Nissan Owner Appreciation Event Sweepstakes Winner List, c/o Epsilon Data Management, LLC, PO Box 985, West Chicago, IL 60186, no later than February 1, 2021.

11. PRIVACY POLICY: By entering this Sweepstakes, 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 Promotion and in accordance with Sponsor's Privacy Policy at [www.nissanusa.com/global/privacy](http://www.nissanusa.com/global/privacy), unless the entrant otherwise agrees. If you are selected as a Winner, your information may also be included in a publicly-available Winner List.

12. SPONSOR: The Sweepstakes is sponsored by Nissan North America, Inc., One Nissan Way, Franklin, TN 37067.

13. SWEEPSTAKES ADMINISTRATOR: The Sweepstakes Administrator is Epsilon Data Management, LLC, 1240 North Avenue, West Chicago, IL 60185.