

## FCA CANADA 2022 April and May Event (“CONTEST”)

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

#### 1. CONTEST PERIOD:

The FCA Canada Inc. “2022 April and May Event Contest” (the “**Contest**”) begins on April 5, 2022, at 12:00:01 a.m. Eastern Time (ET) and ends on May 31, 2022, 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) are not eligible to participate. By participating in this Contest, you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

The Sponsor is responsible for the operation of this Contest. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Pinterest or Instagram (each, a “**Social Platform**”). Each Social Platform is hereby completely released of all liability by each entrant in this Contest. You understand that you are providing your information to the Sponsor and not to a Social Platform. Each Social Platform is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to a Social Platform. Entrants must comply with each Social Platform’s terms of use and other applicable rules, policies and guidelines.

#### 3. HOW TO ENTER:

##### NO PURCHASE NECESSARY.

There are two (2) ways to enter:

##### 1. Online Entry Form

You can obtain one (1) entry worth four (4) ballots into the Contest by completing an online entry form. The online entry form can be accessed: (i) by visiting at Jeep.ca, RamTruck.ca, Monthofram.ca or Jeepnolimitsevent.ca, during the Contest Period; or (ii) by visiting Facebook.com or Instagram.com during the Contest Period and accessing one of the following pages Jeep Canada or Ram Canada (each, a “**Social Page**”). Once on a Social Page, locate the Contest post that will have been posted by the Sponsor on or before April 5, 2022, and follow the instructions to access the online entry form. Fully complete the entry form provided and agree to the terms and conditions of these Rules.

An Entry via an Online Entry Form is referred to herein as a “**Standard Entry**”. All eligible Standard Entries received during the Contest Period will be entered into the random Prize draw (see Rule 5).

Participants who participate in the Contest via a Standard Entry can earn an additional Entry in the random draw as follows:

**a. Opt-in to receive more information from the Sponsor:**

When completing your Standard Entry, select to opt-in to receive more information from the Sponsor, including the latest vehicle information and special offers and you will receive one (1) entry worth one (1) ballot into the random draw. Limit of one (1) Opt-in Entry is permitted per person/email address during the Contest Period. Note: you can unsubscribe from receiving such communications at any time without affecting your chances of winning in this Contest.

**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: "2022 Ram and Jeep Event Contest", The Marco Corporation, PO Box 4099, Paris, ON N3L 4B1. Mail-in Entries must be postmarked between April 5, 2022, and May 31, 2022 and received by June 6, 2022 to be eligible for the draw.

Standard Entry, Opt-in Entry and Mail-in Entry are collectively referred to herein as the "**Entries**".

There is a maximum of five (5) ballots permitted per person/email address during the Contest Period, regardless of the method of entry, which will be awarded upon completion of either: (i) your one (1) Standard Entry worth four (4) ballots and, if applicable, one (1) Opt-in Entry worth one (1) ballot; or (ii) one (1) Mail-in Entry worth five (5) ballots. For greater certainty, you can enter this contest either online or by mail – **it is prohibited to enter via both methods of entry**. 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; and/or (ii) use multiple names, multiple identities, multiple email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest,, then (in the sole discretion of the Sponsor) you will be disqualified from the Contest and all of your Entries may be voided. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period. The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Releasees**") are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

By participating in this giveaway, you are signifying your agreement that you have read and agree to be legally bound by these Rules.

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

We will award three prizes in total, one to each of three winners. Each prize will consist of one (1) Fairmont Gift Card worth five thousand Canadian Dollars (\$5,000 CDN) and one (1) automatic Accor Live Limitless ("ALL") Gold Status membership **until December 31, 2023**, which may only be redeemed or accessed with enrollment in the ALL program as set forth below. The Fairmont Gift Cards must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole discretion, to substitute with an award of equal or greater value, including, without limitation, but at Sponsor's sole

discretion, a cash award. The prizes will only be awarded to the person whose full name, valid email and address appears on the entry form. Prizes are subject to all applicable terms and conditions of Accor. For Fairmont gift cards, terms and conditions are available at <https://www.fairmont.com/fairmont-gift-cards-terms/>.

The ALL program's home site is at all.com. Winners may enroll in ALL online at <https://all.accor.com/authentication/index.en.shtml#/register?context=enroll-loyalty>. Full terms and conditions of the program are available at <https://all.accor.com/loyalty-program/legal/terms-and-conditions-en.pdf>. Gold Status benefits are generally described here: <https://all.accor.com/loyalty-program/cards-status-benefits/index.en.shtml>.

As indicated above, the winner's Gold Status membership portion of the prize **will expire on December 31, 2023**. As of January 1, 2024, the winner will receive the status they have earned as indicated in the standard program terms and conditions.

Limit: there is a limit of one (1) Prize per person/e-mail address. The approximate retail value of each prize is \$5,500 CDN

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

On June 8, 2022, (the "**Draw Date**") in Brantford, ON at approximately 2:00 p.m. ET, three (3) eligible entrants will be selected for the Prize by random draw from among all eligible Entries received in accordance with these Rules during the Contest Period. The odds of winning depend on the number of eligible 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 five (5) business days of the Draw Date. If the selected entrant cannot be contacted within five (5) attempts or five (5) 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 Entries.

Before being declared the confirmed Prize winner, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question administered, 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 three (3) 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 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 eligible 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).

## **6. 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, as determined by the Sponsor in its sole and absolute discretion, may be disqualified by the Sponsor. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME. 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 shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation (but subject to operation of law), injury to winners or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of a Prize and/or participation in this Contest. Without limiting the foregoing, the Releasees will not be liable for: (i) any failure of the Website during the Contest Period; (ii) any technical malfunction or other problems relating to telephone networks or lines, computer online systems, servers, access providers, computer equipment or software; (iii) 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; (iv) 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; (v) costs associated with mobile device data use and service; and/or (vi) any combination of the above, and will be released and held harmless from any claim, action, liability, loss, injury or damage due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this Contest.

All Entries are subject to verification at any time and for any reason. 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 in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of valid 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, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right,

in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason..

If due to online, internet, computer, production, or other error of any kind, more Prizes are claimed than intended to be awarded according to these Rules, a random draw will be held after the Contest closes from amongst all eligible Prize claimants to award the remaining number Prizes (as determined by the Sponsor at its sole and absolute discretion on the basis of its official records). In no event will the Sponsor be liable for more than the stated number of Prizes in these Rules.

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. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of his/her personal information.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

#### **7. LANGUAGE DISCREPANCY:**

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: any version of these Rules in any other language 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.