

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

**Standard data rates apply to participants who choose to participate via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. NOMINATION PERIOD AND EARLY BIRD PERIOD:**

The 2019 Nissan Kickoff Project (the “**Contest**”) is sponsored by Nissan Canada Inc. (the “**Sponsor**”). The nomination period for the Contest begins on May 10, 2019 at 12:00 a.m. Eastern Time (“**ET**”) and ends on October 1, 2019 at 11:59 p.m. ET (the “**Nomination Period**”). During the Nomination Period, there will be an early bird period that starts on May 10, 2019 at 12:00 a.m. ET and ends on June 30, 2019 at 11:59 p.m. ET (the “**Early Bird Period**”).

**2. ELIGIBILITY:**

**a. Eligibility to Make a Nomination:**

To participate in the Contest and be eligible to make a nomination (each, a “**Nomination**”), you must be a resident of Canada who: (i) has reached the legal age of majority in your province/territory of residence; or (ii) is between the ages of thirteen (13) and the legal age of majority in your province/territory of residence (each, a “**Minor**”) (a “**Nominator**”).

**b. Eligibility to be Nominated:**

To participate in the Contest and be eligible to receive a Nomination, you must be a resident of Canada who: (i) was born in the year 2001, 2002 or 2003; and (ii) is currently enrolled on a high school football team in Canada (a “**Nominee**”).

**IMPORTANT NOTE:** You are not eligible to be a Nominee/Winner in the Contest if you were a Winner in the 2018 Nissan Kickoff Project (the “**2018 Contest**”). If you were a Nominee in the 2018 Contest who was not confirmed as a Winner in the 2018 Contest, then you remain eligible to be a Nominee/Winner in the Contest. A Winner from the 2018 Contest can be a Nominator in the Contest.

**IMPORTANT NOTE:** Prior to being allowed to participate in the Contest, any Nominee or Nominator who is a Minor will be required to have his/her parent or legal guardian signify his/her: (i) agreement to be legally bound by these Official Rules and Regulations (the “**Rules**”) on the Minor’s behalf; (ii) consent to the Minor’s participation in this Contest; and/or (iii) consent to the collection, use and disclosure of the Minor’s personal information and any content related to this Contest. Failure of a Minor’s parent/legal guardian to complete any such required agreement and/or consent to the complete satisfaction of the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the Minor from participation in the Contest.

The Contest is not open to any employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, subsidiaries, associated and affiliated entities, prize suppliers, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”).

**3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you (and your parent/legal guardian on your behalf if you are a Minor) are signifying your agreement that you have read and agree to be legally bound by these Rules.

**4. REGIONS:**

For the purposes of this Contest, there will be six (6) Regions (each, a “**Region**” and collectively the “**Regions**”), as follows: (i) North (Nunavut, Northwest Territories; and Yukon); (ii) British Columbia (British Columbia); (iii) West (Alberta; Saskatchewan; and Manitoba); (iv) Ontario (Ontario); (v) Quebec (Quebec); and (vi) Atlantic (Nova Scotia; Prince Edward Island; Newfoundland and Labrador; and New Brunswick). The Sponsor will determine each eligible Nominee’s Region based on the information provided in the Nomination. All decisions of the Sponsor with respect to the determination of an eligible Nominee’s Region shall be considered to be final and binding without right of appeal. The number of Prizes (as defined below in Rule 11) will be distributed, in part, based on Regions (as more fully outlined in Rules 11 and 12 below).

**5. PLAYER STREAMS:**

For the purposes of this Contest, each eligible Nominee must be categorized into one (1) of the following Player Streams (each, a “**Player Stream**”): (i) Defensive; or (ii) Offensive. Once an eligible Nominee’s Player Stream has been submitted with his/her Nomination it can no longer be changed under any circumstances. If a Nomination does not identify the eligible Nominee’s Player Stream or identifies both Player Streams, then the Sponsor will determine the eligible Nominee’s Player Stream based on the information provided in the Nomination. All decisions of the Sponsor with respect to the determination of an eligible Nominee’s Player Stream shall be considered to be final and binding without right of appeal. The number of Prizes (as defined below in Rule 11) will be distributed based on Player Streams (as more fully outlined in Rules 11 and 12 below).

**6. HOW TO MAKE A NOMINATION:**

**NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.** During the Nomination Period, an eligible Nominee can make a Nomination by going to [www.NissanKickoffProject.ca](http://www.NissanKickoffProject.ca) (the “**Website**”) and following the on-screen prompts to obtain and fully complete the Official Contest Nomination Form (the “**Form**”) with all required information – including, but not limited to: (i) a written submission that describes: how the Nominee demonstrates the TITAN values (**T**ough **I**nnovative **T**enacious **A**mbitious **N**otable) on the football field via the position(s) played, in the classroom and in the community; how many years the Nominee has played football; some highlights of the Nominee’s football career; and the Nominee’s hobbies and interests outside of sports; (ii) a photograph or video to support your Nomination (JPEG, PNG MP4 or MOV only); (iii) a headshot photograph of the Nominee (JPEG, PNG MP4 or MOV only); and (iv) identification of the Nominee’s Player Stream (Offensive or Defensive).

To be eligible, all content and materials associated with your Nomination (collectively, your “**Nomination Materials**”) must: (i) be submitted and received during the Nomination Period; (ii) include all required components and materials noted above; (iii) identify the Nominee’s Player Stream; and (iv) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 9 (all as determined by Sponsor in its sole and absolute discretion).

#### **IMPORTANT NOMINATION RULES:**

- You may only provide information to Sponsor in relation to a Nominee who is a friend or family member if you have received permission from that person to provide his/her information to Sponsor;
- You may only provide information in relation to a friend with whom you have had direct voluntary two way communications, and with whom it is reasonable to conclude you have a personal relationship considering shared interests, experiences, opinions and other relevant factors;
- You may only provide information in relation to a family member to whom you are related by marriage, a common-law partnership, or parent-child relationship, and with whom you have had direct voluntary two way communications;
- The information of your friend or family member will only be used by Sponsor for the purpose of administering the Contest and will not be added to any direct marketing list or used in any direct marketing programs without their consent;
- You or your friend or family member may withdraw consent for Sponsor to use your personal information at any time;
- If you have any questions with regard to this Contest please send an email to [info@NissanKickoffProject.ca](mailto:info@NissanKickoffProject.ca), online at [www.NissanKickoffProject.ca](http://www.NissanKickoffProject.ca), or writing to 10 Alcorn Ave, Suite 101, Toronto, ON M4V 3A9;
- If you have any questions with regard to your privacy please see the Sponsor’s privacy policy (available at: <https://www.nissan.ca/en/privacy>) or contact the Sponsor’s Privacy Officer at [privacy@nissancanada.com](mailto:privacy@nissancanada.com) or in writing to 5290 Orbitor Drive, Mississauga, ON L4W 4Z5; and
- For the avoidance of any doubt: (i) an eligible individual can complete a Nomination for themselves; and (ii) both the Nominator and Nominee must meet the respective eligibility requirements set-form in Rule 2.

#### **7. NOMINATION LIMIT AND CONDITIONS:**

**An eligible Nominator cannot submit more than one (1) Nomination in relation to the same Nominee.** Having said that, the same Nominee can be nominated by multiple eligible Nominators in accordance with these Rules. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, 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 he/she may be disqualified from the Contest 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 Nominations and/or Nomination Materials (all of which are void).

A Nomination may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Nomination (including, but not limited to, any associated Nomination Materials) is not submitted and received in accordance with these Rules during the Nomination Period; and/or (ii) the Nomination Materials accompanying the Nomination are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 9) (all as determined by Sponsor in its sole and absolute discretion).

**IMPORTANT NOTE:** Individuals may encourage others to submit a Nomination; however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual’s Nomination. In addition, proxy nomination schemes (or anything reasonably resembling a proxy nomination scheme, as determined by Sponsor in its sole and absolute discretion) are hereby expressly prohibited. Any individual or entity determined by the Sponsor and/or its representative(s) to be engaging in any such behaviours and/or in violation of the Sponsor’s interpretation of the letter and/or spirit of these Rules (all as determined in the sole and absolute discretion of the Sponsor) will be disqualified.

#### **8. VERIFICATION:**

All Nominations, Nomination Materials and participants 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 Nomination, Nomination Materials 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, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. 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 sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) of the Sponsor.

#### **9. SUBMISSION REQUIREMENTS:**

BY SUBMITTING A NOMINATION, YOU (AND YOUR PARENT OR LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE A MINOR) AGREE THAT THE NOMINATION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR NOMINATION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; AND/OR (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU (AND YOUR PARENT OR LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE A MINOR) IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES.

By participating in the Contest, each participant (and his/her parent or legal guardian on his/her behalf if the participant is a Minor) hereby warrants and represents that any Nomination Materials he/she submits:

- i. are original to him/her and that the participant has obtained all necessary rights in and to the Nomination Materials for the purposes of entering such Nomination Materials in the Contest;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous or obscene, and further that they will not contain, depict, include, discuss or involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “Reviewer”) reserves the right to screen all Nomination Materials. Any Nomination Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification – in which case the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Nomination Materials (and therefore the corresponding Nomination and/or the associated Nominee) – to help ensure that the Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

#### 10. LICENSE:

By entering the Contest and submitting a Nomination, each participant (and his/her parent or legal guardian on his/her behalf if the participant is a Minor): (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Nomination Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Nomination Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Nomination Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Nomination Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

#### 11. PRIZES:

There will be a total of seventy (70) Prizes (each, a “Prize” and collectively, the “Prizes”) available to be won.

**There will be a minimum of one (1) Prize allocated per Region. For the avoidance of any doubt, the remaining Prizes will not be allocated regionally and therefore may be won in relation to any Region or Regions. Prizes will further be allocated by Player Stream. The allocation of Prizes on a regional basis is not impacted by Player Streams. The number of Prizes per Player Stream shall be as follows:**

Player Stream	Number of Prizes Available
Defensive	35
Offensive	35

Of the seventy (70) Prizes available to be won in this Contest, ten (10) will be available to be won in relation to the Early Bird Period (as more fully outlined below in Rule 12). The number of Prizes per Player Stream in relation to the Early Bird Period shall be as follows:

Player Stream	Number of Prizes Available
Defensive	5
Offensive	5

Each Prize consists of a trip for the confirmed Winner (under the supervision of Sponsor appointed Chaperones) to travel to Calgary, AB for the purpose of attending the 107<sup>th</sup> Grey Cup (the “Game”). The Game is currently scheduled to take place on **November 24, 2019** – however, the Game date is subject to change. Prize includes: (i) round trip airfare (economy class) for the confirmed Winner to Calgary, AB from a Canadian departure location near the confirmed Winner’s residence (as determined by Sponsor in its sole and absolute discretion); (ii) accommodation (double or quadruple occupancy) for four (4) nights in a hotel or hotels determined by Sponsor in its sole and absolute discretion; (iii) a general admission ticket to the Game (seating level to be determined by the Sponsor in its sole and absolute discretion); (iv) certain meals (as selected by the Sponsor in its sole and absolute discretion); (v) a swag bag consisting of items as selected by the Sponsor in its sole and absolute discretion; and (vi) the opportunity for the confirmed Winner to participate in an exhibition football match between two (2) teams consisting of all confirmed Winners in this Contest (teams to be set by the Sponsor’s designated representative in its sole and absolute discretion).

All travel must take place between **November 21, 2019 and November 25, 2019** (or on such other dates as specified by the Sponsor in its sole and absolute discretion). Prize has a total approximate retail value of \$2,050 CAD based on a Toronto departure example – although the actual retail value may vary depending on the point of departure. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. Choice of flights, airline(s), hotel accommodations (including, without limitation, room size and occupancy) and all other aspects of each Prize are at the sole and absolute discretion of the Sponsor.

**IMPORTANT NOTE:** In the event that a confirmed Winner resides within a seventy-five (75) kilometer radius of Calgary, AB (as determined by the Sponsor in its sole and absolute discretion), Sponsor will determine, in its sole and absolute discretion, whether or not the applicable Prize will include airline travel, another form of transportation to and from Calgary, AB, or reimbursement for certain incurred fuel costs. All decisions of the Sponsor in this regard will be final and binding without right of appeal.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) all travel related to the Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the confirmed Winner must have all necessary documentation to permit travel and must travel on the itinerary set by or on behalf of the Sponsor; (v) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed Winner, including, without limitation: additional meals and drinks; gratuities; entertainment; health and travel insurance; transportation for confirmed Winner to and from the Canadian departure location selected by the Sponsor; additional transportation; baggage and other fees; and items of a personal nature (NOTE: a confirmed Winner may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (vi) if a confirmed Winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all travel arrangements relating to the Prize must be made through the Sponsor or its designated agents; and (ix) by accepting the Prize, the confirmed Winner (and his/her parent/legal guardian on his/her behalf if the confirmed winner is a Minor) agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

It is strongly recommended and encouraged that each confirmed Winner obtain sufficient personal travel and medical insurance prior to departure. Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Prize – including, but not limited to flight(s), the Game and/or the exhibition football match. Neither a confirmed Winner nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to flights and or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed Winner (and his/her parent/legal guardian on his/her behalf if the confirmed winner is a Minor) understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed Winner (and his/her parent/legal guardian on his/her behalf if the confirmed winner is a Minor) agrees to waive all recourse against Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

## 12. ELIGIBLE WINNER SELECTION PROCESS (APPLICABLE TO ALL PRIZES):

As outlined above in Rule 11, there will be a minimum of one (1) Prize allocated per Region. For the avoidance of any doubt, the remaining Prizes will not be allocated regionally and therefore may be won in relation to any Region or Regions. Prizes will further be allocated by Player Stream. The allocation of Prizes on a regional basis is not impacted by Player Streams.

Each Nomination must include the contact information for the Nominee's parent/legal guardian and high school football coach. The Nomination must outline how the Nominee embodies the TITAN values (Tough Innovative Tenacious Ambitious Notable) on the football field, in the classroom and in the community. Once the Nomination is complete, the Nomination Materials will automatically be sent to the Nominee's parent/legal guardian at the email address provided on the Nomination to verify consent in accordance with these Rules.

Once the Nominee's parent/legal guardian verifies consent in accordance with these Rules, the Nomination Materials are then sent to the Nominee's high school football coach for verification at the email address listed on the Nomination. The Nominee's high school football coach must verify the Nominee's Nomination Materials and validate the accuracy of the Nomination Materials. For the avoidance of any doubt, the Nomination Materials will not be sent to the Nominee's high school football coach unless and until the Nominee's parent/legal guardian verifies consent in accordance with these Rules.

Once the Nominee's high school football coach validates the accuracy of the Nomination Materials as outlined in these Rules, each Nominee will have the opportunity to secure one (1) written reference letter from either: (i) a current high school teacher (who is not one of the Nominee's high school football coaches); or (ii) a member of the Nominee's community (who is not one of the Nominee's high school football coaches) (the "Reference Letter"). For the avoidance of any doubt, any individual who is (or who could reasonably be considered to be) one of the Nominee's high school football coaches cannot write the Reference Letter. Obtaining a Reference Letter is not mandatory – but is recommended.

The Reference Letter must outline how the Nominee embodies the TITAN values (Tough Innovative Tenacious Ambitious Notable) at school or in the community (as applicable). The Reference Letter must be submitted directly by the author to the Contest Judges (as defined below) via email to [info@NissanKickoffProject.ca](mailto:info@NissanKickoffProject.ca) by no later than: (i) **June 30, 2019 at 11:59 p.m. ET for the Early Bird Period; and (ii) October 1, 2019 at 11:59 p.m. ET for the Nomination Period.**

A single panel of judges (the "Contest Judges") appointed by the Sponsor will review the Nomination Materials (and, if provided, Reference Letter) associated with each eligible Nominee. For the avoidance of any doubt, each Nomination will be placed into the applicable Player Stream and judged only against other Nominations in that Player Stream. For example: (i) Defensive Nominations will only be judged against other Defensive Nominations; and (ii) Offensive Nominations will only be judged against other Offensive Nominations. Each Nomination will be given a number of points (the "Points") by the Contest Judges as follows:

Criteria	Weighting
1. How well the Nominee embodies the TITAN values (Tough Innovative Tenacious Ambitious Notable)	
a) Tough	10 points
b) Innovative	10 points
c) Tenacious	10 points
d) Ambitious	10 points
e) Notable	10 points

Criteria	Weighting
2. How well does the Nominee demonstrate leadership in the following areas:	
a) On the football field	5 points
b) In the classroom	5 points
c) In the community	5 points
<b>Total Score</b>	<b>Maximum 65 Points</b>

**Early Bird Period (10 Prizes):**

In relation to each Player Stream, the eligible Nominees associated with the top five (5) Nominations based on total number of Points (as determined by the Contest Judges, in their sole and absolute discretion) in the applicable Player Stream will each be selected as an eligible winner (each, a “**Winner**”). For this initial stage of judging, the Contest Judges will consider only those eligible Nominations that were submitted, received and verified during the Early Bird Period in accordance with these Rules. Odds of being selected depend on the number and calibre of the Nomination Materials and Reference Letters associated with each eligible Nominee in each Player Stream that were submitted and received during the Early Bird Period in accordance with these Rules. In the event of a tie between two or more eligible Nominees in a Player Stream based on the total number of Points, the eligible Nominee – from amongst all such eligible Nominees that are tied in that Player Stream – with the highest number of Points based on Criteria 1 (followed in the event of a further tie by the highest number of Points on Criteria 2) will be selected as the eligible Winner for that Player Stream. In the event of an exact tie based on all criteria, a new panel of judges will be appointed by the Sponsor to break the tie in accordance with the preceding procedure. Judging is scheduled to be completed on or about July 15, 2019 (the “**Early Bird Winner Selection Date**”).

**Nomination Period (Remaining 60 Prizes):**

In relation to each Player Stream, the eligible Nominees associated with the top thirty (30) Nominations based on total number of Points (as determined by the Contest Judges, in their sole and absolute discretion) in the applicable Player Stream will each be selected as an eligible Winner. For this final stage of judging, the Contest Judges will consider all previously non-winning eligible Nominations that were submitted and received during the Nomination Period in accordance with these Rules. In addition, the Contest Judges will ensure (as outlined above) that there is a minimum of one (1) eligible Winner in each Region (irrespective of Player Streams and irrespective of whether or not the Nomination was submitted and received during the Early Bird Period or the Nomination Period). Odds of being selected depend on the number and calibre of the Nomination Materials and Reference Letters associated with each eligible Nominee in each Player Stream that were submitted and received during the Nomination Period in accordance with these Rules. In the event of a tie between two or more eligible Nominees in a Player Stream based on the total number of Points, the eligible Nominee – from amongst all such eligible Nominees that are tied in that Player Stream – with the highest number of Points based on Criteria 1 (followed in the event of a further tie by the highest number of Points on Criteria 2) will be selected as the eligible Winner for that Player Stream. In the event of an exact tie based on all criteria, a new panel of judges will be appointed by the Sponsor to break the tie in accordance with the preceding procedure. Judging is scheduled to be completed on or about October 15, 2019 (the “**Winner Selection Date**”).

**13. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible Winner (using the information provided on the Form) within five (5) business days of the applicable selection date (as outlined in Rule 12). If an eligible Winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Winner for the applicable Player Stream from among the remaining eligible Nominees in accordance with the applicable procedures outlined in Rule 12 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Winner).

**14. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED WINNER, each eligible Winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign (and have his/her parent or legal guardian sign if the eligible Winner is a Minor) and return within five (5) 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 Released Parties 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 (including, but not limited to, any travel related thereto); (iv) agrees to the terms of a morals clause provided by the Sponsor; and (v) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, 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 an eligible Winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Winner for the applicable Player Stream from among the remaining eligible Nominees in accordance with the applicable procedures outlined in Rule 12 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Winner).

**15. GENERAL CONDITIONS:**

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 participants without right of appeal. ANY INDIVIDUAL OR ENTITY DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website or any other website or platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Nomination, Nomination Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any

website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

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, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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 reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way 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. 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.

**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 a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

By entering this Contest, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.nissan.ca/en/privacy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

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 deemed necessary by Sponsor, for purposes of verifying compliance by any participant, Nomination, Nomination Materials and/or other information 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.

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, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.