# MINI #ADDSTORIES365 CONTEST OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

#### 1. CONTEST PERIOD

The MINI #AddStories365 Contest (the "Contest") begins on Wednesday, July 12, 2017 at 09:00:00 AM ET and ends on Wednesday, September 6, 2017 at 08:59:59 AM ET (the "Contest Period"). All times referenced in these Official Contest Rules are in Eastern Time. The Contest is run by MINI Canada, a division of BMW Canada Inc. (the "Sponsor"). For the purposes of the Contest, the "Contest Group" is composed of the Sponsor together with its respective affiliates or related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and each of their respective officers, directors, employees, agents, and other representatives.

Contest phases are as follows:

Phase 1: July 12, 2017, 09:00:00 AM ET to September 6, 2017, 08:59:59 AM ET ("Contest Entry Period")

Phase 1, Week 1: July 12, 2017, 09:00:00 AM ET to July 19, 2017, 08:59:59 AM ET ("Week 1")

Phase 1, Week 2: July 19, 2017, 09:00:00 AM ET to July 26, 2017, 08:59:59 AM ET ("Week 2")

Phase 1, Week 3: July 26, 2017, 09:00:00 AM ET to August 2, 2017, 08:59:59 AM ET ("Week 3")

Phase 1, Week 4: August 2, 2017, 09:00:00 AM ET to August 9, 2017, 08:59:59 AM ET ("Week 4")

Phase 1, Week 5: August 9, 2017, 09:00:00 AM ET to August 16, 2017, 08:59:59 AM ET ("Week 5")

Phase 1, Week 6: August 16, 2017, 09:00:00 AM ET to August 23, 2017, 08:59:59 AM ET ("Week 6")

Phase 1, Week 7: August 23, 2017, 09:00:00 AM ET to August 30, 2017, 08:59:59 AM ET ("Week 7")

Phase 1, Week 8: August 30, 2017, 09:00:00 AM ET to September 6, 2017, 08:59:59 AM ET ("Week 8")

Phase 2: September 6, 2017, 09:00:00 AM ET to September 20, 2017, 11:59:59 PM ET ("Judging Period")

### 2. ELIGIBILITY

The Contest is open to entrants who:

- are legal residents of Canada;
- have reached the age of majority in their province/territory of residence as of the date of entry;
- have a valid full-class driver's license valid in Canada (required for Grand Prize only);

Excluded from eligibility are officers, directors, employees, agents and representatives of the Contest Group, Facebook and Instagram, each of their respective parent, affiliated and related companies, agencies, suppliers of the materials and services related to this Contest, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and sales representatives.

### 3. HOW TO REGISTER AND ENTER

Internet access and email address required. The Sponsor will utilize its Facebook and/or Instagram channels to communicate eight (8) themed questions – one (1) per week over eight (8) weeks. To enter, you must follow the link provided through Facebook or Instagram (or visit <a href="www.mini.ca/addstories365">www.mini.ca/addstories365</a>) (each a "Contest Website") and complete a submission form with your contact details, as well as an answer to the week's question. Limit of one (1) answer per question/week. Entry must be received during

the Contest Entry Period, and within the corresponding week for each question. You can only use one (1) email address in connection with the Contest. There will be eight (8) weekly draws during the Contest Period (each a "Weekly Draw"). Entries for the Weekly Draw must be received during the Weekly Draw period shown below in Rule 6.

Each Entry will be entered for a chance to win the Grand Prize (defined below). To be eligible to win the Grand Prize, each Entry will be reviewed by the Sponsor against the Judging Criteria as defined below in Rule 7.

To be eligible, each Entry must meet the following conditions:

- is an original creation, over which the entrant has all necessary rights, title and interest, including copyright.
- does not violate the rights of any third party, including, but not limited to copyright, publicity or privacy rights;
- does not include any other people or include any third party owned material unless they have given their written consent to their use as required by these Contest Rules;
- has not have been previously used commercially, submitted to another competition or contest, or won any other award;
- is in "good taste" and not be explicit or offensive, as determined by the Sponsor, in its sole and absolute discretion;
- does not contain any commercial content that promotes any product or service other than MINI;
- does not violate any law or regulation;
- is not libelous, threatening or harassing;
- does not instigate others to commit illegal activities or violate human rights; and
- does not contain any viruses, worms, or other interfering computer programming.

The clock used by the Sponsor in connection with the receipt of the Entries will be the official clock to determine the date and time the Entry was received.

Although online access and an e-mail account are required in order to enter the Contest, no purchase is required. Many public libraries, retail businesses and others offer free access to computers and a number of Internet service providers and other companies offer free e-mail accounts.

By entering this Contest, you agree to be bound by these Official Contest Rules and the decisions of the Sponsor and/or Contest judges.

You acknowledge and agree that your Entry may be posted on the Contest Website and may appear in other advertising (including, but not limited to, electronic and print materials) related to the Contest. By submitting an Entry, you irrevocably, perpetually, and without limitation, grant the Sponsor the exclusive right to use, publish, adapt, sub-license, edit, dispose of, and/or modify such Entry in any way, in commerce, and in any media worldwide in any format (electronic, print, or other) related to this Contest, and waive all your rights, including moral rights, in and to the Entry, without notice or compensation, and agree that you may be required to sign a release to that effect.

### 4. WEEKLY PRIZES

There are a total of eight (8) Weekly Prizes available to be won during the Contest Period. The Weekly Prize consists of a MINI Prize Pack which includes MINI Bluetooth Speaker, MINI Key Ring, MINI Foldable Umbrella, MINI Travel Mug, MINI Pen or MINI Pencil Set, MINI Notebook. Approximate retail value of each MINI Prize Pack is \$165.

Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Sponsor reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes. Sponsor makes no representations or warranties with respect to any prize. Any other costs or expenses associated with the prizes will be the responsibility of selected winners. Prizes will be mailed to each winner.

### 5. GRAND PRIZE

There is one (1) prize available to be won, consisting of a one (1) year lease for a 2017/2018 MINI Cooper Countryman ALL4 and up to 24,000 kilometres during the lease term ("Grand Prize"). Approximate retail value of the Prize is \$11,000 including freight, taxes, and pre-delivery inspection. A maximum of one (1) Grand Prize is available to be won for the Contest. Winner will be required to take possession of the Vehicle from the Canadian MINI retailer closest to the winner's place of residence. Winner will be required to sign a lease agreement with the Canadian MINI retailer (the "Lease Agreement"). Winner will be responsible for any and all other expenses not specifically described above as included in the Prize including but not limited to adequate insurance coverage on the Prize pursuant to the terms of the Lease Agreement, licensing, registration, gas consumption, maintenance, excess wear and tear, excess mileage and/or additional accessories. Allow 16 to 20 weeks for the delivery of the Vehicle. Once winner has been notified that the Vehicle is at the designated retailer, winner must take possession of the Vehicle within four (4) weeks or Prize may be forfeited, at the Sponsor's sole discretion. Winner will be required to show proof of valid driver's licence and valid insurance before being allowed to drive the Vehicle off the lot of the designated Retailer. The Sponsor reserves the right, at its sole and absolute discretion, to alter Vehicle specifications or substitute the Vehicle with a vehicle of equivalent or greater monetary value or of a different model year for any reason including but not limited to: delivery or production delays caused by labour disruptions, part shortages, or other unforeseen events, end of model year availability, and for any other reasons.

Winner is not entitled to the difference between the stated approximate and actual value of the Prize, if any. Prize will be issued in the name of the Contest winner. Prize is not transferable and must be accepted as awarded with no substitutions, whether in cash or otherwise, except at the Sponsor's sole discretion. The Prize is not refundable or redeemable for cash. Odds of winning the Prize depend on number of eligible Entries received and compliance with the Judging Criteria.

#### 6. WEEKLY DRAW

There will be one (1) weekly prize available to be won each week during the Contest Period, for a total of eight (8) prizes overall for the Contest. To be eligible for a weekly prize, an Entry must be received during the date and times indicated below. There will be a random draw for each weekly prize from all Entries received on or before the Weekly Draw period as follows:

WEEK	WEEKLY DRAW PERIOD	WEEKLY DRAW DATE
1	July 12, 2017, 09:00:00 AM ET to July 19, 2017, 08:59:59 AM ET ( <b>"Week 1"</b> )	July 19, 2017, 02:30:00 PM ET
2	July 19, 2017, 09:00:00 AM ET to July 26, 2017, 08:59:59 AM ET ("Week 2")	July 26, 2017, 02:30:00 PM ET
3	July 26, 2017, 09:00:00 AM ET to August 2, 2017, 08:59:59 AM ET (" <b>Week 3</b> ")	August 2, 2017, 02:30:00 PM ET
4	August 2, 2017, 09:00:00 AM ET to August 9, 2017, 08:59:59 AM ET ( <b>"Week 4"</b> )	August 9, 2017, 02:30:00 PM ET

5	August 9, 2017, 09:00:00 AM ET to August 16, 2017, 08:59:59 AM ET ( <b>"Week 5"</b> )	August 16, 2017, 02:30:00 PM ET
6	August 16, 2017, 09:00:00 AM ET to August 23, 2017, 08:59:59 AM ET ( <b>"Week 6"</b> )	August 23, 2017, 02:30:00 PM ET
7	August 23, 2017, 09:00:00 AM ET to August 30, 2017, 08:59:59 AM ET ( <b>*Week 7*</b> )	August 30, 2017, 02:30:00 PM ET
8	August 30, 2017, 09:00:00 AM ET to September 6, 2017, 08:59:59 AM ET ("Week 8")	September 6, 2017, 02:30:00 PM ET

Each weekly prize will be drawn at approximately 2:30 PM ET at 50 Ultimate Drive, Richmond Hill, Ontario on the respective Weekly Draw date noted above. Eligible Official Entries received during each Weekly Draw will NOT automatically be eligible for the next Weekly Draw. ONE PRIZE PER PERSON PER WEEK. See Prize Claim Conditions in Rule 8 below. Odds of being selected as eligible to win a weekly prize in this Contest will depend on the total number of eligible Entries received for each Weekly Draw period.

#### 7. GRAND PRIZE - JUDGING CRITERIA

During the Judging Period, the independent judging panel (the "Judges") will judge each eligible Entry received based on the following criteria.

- 1) Demonstrates creative effort and highlights an inspired adventurous spirit, much like that of the MINI Countryman! (evaluation weight 20%)
- 2) Tells an aspired story or shares an aspirational memory in a sincere and engaging way. (evaluation weight -20%)
- 3) Demonstrates originality by sharing a unique story or memory (evaluation weight 20%)
- 4) Answers the question(s) of the week thoroughly while meeting all of the other criteria. (evaluation weight -20%)
- 5) Is the best representation of the MINI Countryman brand and has the potential to be used in promotional material for the MINI Countryman. (evaluation weight 20%)

Decisions of the Judges are final and binding. The Grand Prize winner will be selected on September 21, 2017 at 12:00 PM ET.

### 8. PRIZE CLAIM CONDITIONS

The selected entrant will be notified by email within approximately one (1) week of the end of the Weekly Draw at the email address provided by the entrant on the Entry form. The Grand Prize winner will be notified by email within two (2) business days of being selected. Please check your e-mail and spam filters.

To be declared a winner, selected entrant must: (i) respond to selection notification within two (2) business days; (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question, to be administered by telephone or email at the telephone number or email address provided at the time of entry; (iii) if requested by Sponsor, provide any information or document including without limitation identification documents; (iv) if requested by Sponsor, sign and return to Sponsor, within the stated time, a declaration of compliance and release of liability (the "Release") in which entrant agrees to release and hold harmless the Contest Group from any liability in connection with this Contest or the use or misuse or possession of any Prize or the merchandise for which it is redeemed; and (v) otherwise comply with these Official Contest Rules.

If a selected entrant cannot be contacted within two (2) business days of notification, or fails to: (i) correctly answer the skill testing question, (ii) provide identification, if requested by Sponsor, (iii) sign and return the Release within the required time, if requested by Sponsor, or (iv) otherwise comply with these Official Contest Rules, the applicable Prize will be forfeited and may be awarded to an alternate entrant, who will be subject to disqualification in the same manner.

#### 9. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you register with Sponsor, enter the Contest, for the purposes of managing your user profile, administering the Contest, and Prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. By accepting the Prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Contest winner information may be used by the Sponsor to communicate about the Contest to its retailers and distributors.

For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: http://mini.ca/en/about/privacypolicy.

### 10. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

Subject to obtaining approval from the Régie des alcools, des courses, et des jeux with respect to the Province of Quebec, Sponsor may terminate or amend this Contest at any time without prior notice, if any factor interferes with its conduct as contemplated by these Official Rules. Contest is subject to all applicable laws. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion void any suspect Entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

#### 11. GENERAL CONDITIONS

Winning the Prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or Prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and Prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Contest Rules. Decisions of Sponsor and/or the independent contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the

Official Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with, or is suspected of tampering with, the Entry process, the operation of the Contest and/or Contest Website, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

### 12. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR, ITS PARENT, RELATED AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASEES") HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE PARTICIPATION IN ANY PRIZE-RELATED TRAVEL OR ACTIVITY, OR THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE. FURTHER BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT RELEASEES, FACEBOOK, AND INSTAGRAM HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. FACEBOOK, ITS PARENT, RELATED AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE OR ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS OR DEFAMATION. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Releasees, Facebook, Instagram and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of,

telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any communication to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Facebook and Instagram are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Sponsor and not Facebook or Instagram.

## 9. FOR RESIDENTS OF QUEBEC

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 Régie only for the purpose of helping the parties reach a settlement.