

## **MAZDA San Diego Auto Show Sweepstakes Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The MAZDA San Diego Auto Show Sweepstakes (the "Sweepstakes") is open only to legal residents of California residing in Imperial, Orange, Riverside and San Diego Counties who are at least eighteen (18) years old at the time of entry. Employees of Mazda Motor of America, Inc., its dealers, the New Car Dealers Association, San Diego County, Clear Channel Broadcasting, W.B. Doner & Co., ePrize, LLC, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Mazda Motor of America, Inc., 7755 Irvine Center Drive, Irvine, CA 92618.  
**Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Sweepstakes begins on December 26, 2007 at 10:00 a.m. Pacific Time ("PT") and ends on December 30, 2007 at 7 p.m. PT (the "Promotion Period").

#### **4. How to Enter:**

- a. Attend the San Diego International Auto Show:** During the Promotion Period, visit the San Diego International Auto Show, locate the Mazda display and complete an entry form, including a valid home address. P.O. Boxes are not permitted. Submit the completed entry form in the designated receptacle to receive one (1) entry into the Sweepstakes.
  
- b. Mail-in Alternate Method:** To enter without attending the San Diego International Auto Show, hand print your name, address, day and evening phone numbers, email address (if any) and age on a 3" x 5" piece of paper and mail it with proper postage to: "MAZDA San Diego Auto Show Sweepstakes," c/o ePrize, LLC, P.O. Box 1825, Grand Rapids, MI 59501-1825. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten. All mail-in entries must be postmarked by December 30, 2007 and received by January 7, 2008. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

For All Methods of Entry: Limit: You may receive one (1) entry per day during the Promotion Period, regardless of method of entry.

**5. Grand Prize Drawing:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winner from all eligible entries received

during the Promotion Period, on or around January 21, 2008. The potential winner will be notified by mail, email or phone. The potential winner will be required to sign and return to Administrator, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize. If the potential winner cannot be contacted, or fails to sign and return the Affidavit within the required time period, he/she forfeits prize. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, Administrator will award the prize to an alternate potential winner by random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded. Delivery of the Grand Prize is subject to manufacturer/distributor/dealer manufacturing, production and delivery schedules.

**6. Prize: ONE (1) GRAND PRIZE:** A 2008 MAZDA CX-9, front wheel drive, sport. Sponsor will determine all features of automobile including, but not limited to, color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize. Delivery dependent on vehicle availability. Winner must take delivery of prize from the automobile dealership designated by Sponsor. Approximate Retail Value: \$30,345. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the Grand Prize depend on the number of eligible entries received during the Promotion Period.

**7. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, its dealers, the New Car Dealers Association, San Diego County, Clear Channel Broadcasting, W.B. Doner & Co., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's, its dealers, the New Car Dealers Association, San Diego County's, Clear Channel Broadcasting's, W.B. Doner & Co.'s, and any of their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to

seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrants is subject to ePrize, LLC's Privacy Policy (<http://www.eprize.com/privacy/privacypolicy.html>) and Sponsor's Privacy Policy (<http://www.mazdausa.com/MusaWeb/displayPage.action?pageParameter=legalPrivacyMazda>).

**13. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than May 21, 2008. For the Winner List, send an email with

subject line: "M – MAZDA San Diego Auto Show Sweepstakes, Winner List Request," to [WinListRequests@eprizefulfillment.com](mailto:WinListRequests@eprizefulfillment.com).

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## **MAZDA San Diego Auto Show Sweepstakes Abbreviated Rules**

### **1. ABBREVIATED RULES for TV and Radio**

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF CA RESIDING IN IMPERIAL, ORANGE, RIVERSIDE AND SAN DIEGO COUNTIES, 18 AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends: 12/30/07 at 7 p.m. PT. For Official Rules, alternate method of entry, and complete details, visit <http://www.sdauto show.com/mazdasweeps> or the Mazda display at the San Diego International Auto Show. Sponsor: Mazda Motor of America, Inc.

### **2. ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF CA RESIDING IN IMPERIAL, ORANGE, RIVERSIDE AND SAN DIEGO COUNTIES, 18 AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends: 12/30/07 at 7 p.m. PT. For Official Rules, alternate method of entry, prize descriptions and odds disclosure, visit <http://www.sdauto show.com/mazdasweeps> or the Mazda display at the San Diego International Auto Show. Sponsor: Mazda Motor of America, Inc., 7755 Irvine Center Dr., Irvine, CA 92618.

### **3. Abbreviated rules for online Ads – Banner**

NO PURCHASE NECESSARY. Ends: 12/30/07 at 7 p.m. PT. To enter and for Official Rules, visit <http://www.sdauto show.com/mazdasweeps> or the Mazda display at the San Diego International Auto Show.

### **4. Abbreviated Rules for online Ads – Not a Banner**

NO PURCHASE NECESSARY. Legal residents of CA residing in Imperial, Orange, Riverside and San Diego Counties, 18 years and older. Ends: 12/30/07 at 7 p.m. PT. To enter and for Official Rules, including odds, alternate method of entry and prize descriptions visit <http://www.sdauto show.com/mazdasweeps> or the Mazda display at the San Diego International Auto Show. Void where prohibited.