

## FULL CONTEST RULES

### 1. GENERAL

The White Bear Mitsubishi - 2024 Mitsubishi Outlander Plug-In Hybrid Electric Vehicle "Sweepstakes" is a sweepstakes where entries are submitted. From the entries, one (1) prize to be awarded as described in Section 6 below. Winner does not need to be present to win. When entering the Sweepstakes, eligible Entrants will have the opportunity to enter with respect to the one (1) prize to be awarded in this Sweepstakes as described in Section 4 below. The foregoing is a general description only of this Sweepstakes and is qualified in its entirety by these Official Rules.

### 2. ELIGIBILITY.

**a. Entrant eligibility.** The Sweepstakes is only open to Entrants who, as of the entry date, are permanent legal residents of the United States living in Minnesota and Wisconsin only ("Sweepstakes Territory"), and are at least eighteen (18) years old. Void where prohibited by law.

1. An Entrant's Entry is eligible if it is the ONLY entry from one person among a household within Minnesota or Wisconsin.
2. Duplicate Entries from different persons within the same household address, domicile, or other living arrangement unit, must be voided.

Employees, officers and directors of White Bear Mitsubishi, subsidiaries, members, affiliates, advertising, public relations and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, are intended for viewing only within the Sweepstakes Territory consisting of Minnesota and Wisconsin only.

**b. Prize eligibility. WINNER DOES NOT NEED TO BE PRESENT TO WIN. ELIGIBILITY TO RECEIVE PRIZE REQUIRES A CREDIT APPLICATION AND APPROVAL FOR A (24) MONTH RETAIL AUTOMOTIVE LEASE THROUGH WHITE BEAR MITSUBISHI. IF WINNER IS NOT APPROVED, PRIZE MAY NOT BE AWARDED TO THAT PERSON. VEHICLE REGISTRATION OF SUBJECT OF PRIZE (SEE 7d) MUST BE IN MINNESOTA OR WISCONSIN CONSISTENT WITH LEASE. RECEIVING THIS PRIZE IS CONTINGENT ON SIGNING A VALID LEASE WITH WHITE BEAR MITSUBISHI WITHIN THE STATE OF MINNESOTA OR WISCONSIN. YOU MAY WITHDRAW AT ANY TIME BY NOT SIGNING A LEASE.**

**WINNER IS RESPONSIBLE FOR ALL VEHICLE FEES, CHARGES, AND ALL VEHICLE AND PERSONAL TAXES IN CONJUNCTION WITH ACCEPTING PRIZE. WHITE BEAR MITSUBISHI IS THE LESSOR. NO TRANSFER OF TITLE IS PROMISED, INFERRED, NOR IMPLIED. PRIZE SUBJECT TO TERMS AND CONDITIONS OF RETAIL LEASE CONTRACT HELD BY WHITE BEAR MITSUBISHI. WHITE BEAR MITSUBISHI MAKES NO GUARANTEE OF PRIZE RECEIPT ELIGIBILITY FOR ANY WINNER OR ALTERNATE IF APPLICABLE.**

### 3. TIMING

The Sweepstakes "Entry Period" begins at 12.00 a.m. Central Daylight Time ("CDT") on March 30, 2024 and ends at exactly 7:00 p.m. CDT on Sunday April 7, 2024 (the "Entry Period"). White Bear Mitsubishi's computer is the official timekeeping device for the Sweepstakes.

### 4. HOW TO ENTER. NO PURCHASE NECESSARY

**a. Auto Show Patrons.** To enter at the Auto Show, test drive the 2024 Outlander PHEV, presented by White Bear Mitsubishi at the Electric Vehicle Ride and Drive powered by Xcel Energy located at the Xcel Energy Electric Vehicle Neighborhood located inside of the Auto Show venue. When you

register to test drive, you also register to win. Limit of 1 entry per person per household per Sweepstakes.

**b. Free Alternative Means of Entry.** You need not purchase nor pay anything to enter this Sweepstakes. To enter this Sweepstakes alternatively during the Entry Period, go to [www.whitebearmitsubishi.com/outlanderphevsweepstakes.htm](http://www.whitebearmitsubishi.com/outlanderphevsweepstakes.htm) where eligible participants can complete the online entry form and submit it in accordance with the on-screen instructions. Entrants using the online entry form will have the same opportunity to submit one (1) entry per person per household per Sweepstakes. The online submission is also limited to Minnesota or Wisconsin residents only.

All entries submitted, whether in-person at Auto Show, or submitted by the Alternative Means of Entry will be equally considered each day for selection. Entries from either or both sources are aggregated and carry equal chance of being selected or not selected. Final winner will be drawn without regard to the method of entry. Neither method gives any additional weight or advantage over the other. If an entry is ineligible based on residency or address, it will not be considered.

All entries must be received by White Bear Mitsubishi during the Entry Period. Late entries will not be accepted. Errors in submission or receiving will also not be considered. Submission confirmations will not be accepted in place of a validly received Entry.

**c. Disputes.** In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized email account holder. The "authorized email account holder" is the natural person assigned to an email address by an internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized email account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro, robotic, programmed, third party or use of automated devices is prohibited and will result in disqualification.

**b. Entries Generally** Limit one (1) entry per person, per household. Entries in excess of the one entry, by any one person, and/or any single household, whether Entrants are related or not, must be voided. All entries become the exclusive property of White Bear Mitsubishi and none will be acknowledged or returned. Proof of online submission will not be deemed to be proof of receipt of entry by White Bear Mitsubishi. All Entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner. White Bear Mitsubishi reserves the right to conduct a background check, and in rare instance, residency verification, on any or all Entrants, and White Bear Mitsubishi reserves the right to disqualify any individual based on such background checks if White Bear Mitsubishi determines in its sole discretion that awarding a prize to any such individual might reflect negatively or is detrimental on White Bear Mitsubishi or any of its Sweepstakes suppliers or Partners. Entrants will cooperate with White Bear Mitsubishi and its representatives in connection with any verification and background check activities. Entrants may decline to cooperate and be removed from any chance of winning. The Entry and its information are forfeited.

## **5. AGREEMENT TO OFFICIAL RULES AND DECISIONS.**

By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of White Bear Mitsubishi or its designee (including, without limitation, decisions regarding eligibility of entries, the selection of Entrants and the winners, and the awarding of prizes), which are final and binding in all respects. Entrants also acknowledge they live only in Minnesota or Wisconsin.

## **6. PRIZE DESCRIPTION, DRAWING, ODDS, NOTIFICATION.**

**a. Prizes.** Subject to the terms and conditions of these Official Rules, White Bear Mitsubishi will

conduct one (1) drawing to be selected to win (1) 2024 Outlander PHEV SE Lease. The drawing consists of and is limited to the prize as described here in 6.a. The total approximate retail value ("ARV") of the one (1) prize to be awarded in this Sweepstakes is \$12,687. This value may not be redeemed for cash or any equivalent. If grand total exceeds this amount, winner is responsible for the amount over \$12,687. The MAXIMUM amount awarded for the lease shall not exceed \$12,687.

**b. Drawing.** All eligible entries in this Sweepstakes received by White Bear Mitsubishi between 12.00 a.m. Central Daylight Time ("CDT") on March 30, 2024 and ending at exactly 7:00 p.m. CDT on Sunday, April 7, 2024 will be entered into the drawing. The drawing will be performed the week of April 7, 2024 by and at White Bear Mitsubishi where a Winner will be selected. The prize will be awarded within 30 days after the drawing provided the prize is validly claimed. If the provisional winner declines or is ineligible, the prize will be offered to an eligible alternate. Selection of an eligible alternate will be randomly chosen from remaining entries. If the alternate is not eligible or becomes ineligible, a second eligible alternate will be offered the prize and so on. A total of (6) attempts to choose an alternate will be made. If the potential prize winner and each (of the 6) alternates fail to respond, declines or is ineligible, the prize will not be awarded. White Bear Mitsubishi reserves the right to go beyond the (6) attempts solely at its discretion and option.

**c. Odds.** Odds of winning this (1) prize depend on the number of eligible entries received by White Bear Mitsubishi in this Sweepstakes. Each entrant selected as a potential winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements and meeting all eligibility (See 2b).

**d. Notification.** The potential winners will be notified by email. Winners will be required to execute and return to White Bear Mitsubishi a Certification of Eligibility and except where prohibited by law, a Liability and Publicity Release, a copy of their driver's license or other government issued identification in order to claim his/her prize. The required documents must be returned to White Bear Mitsubishi by the date and/or time specified by White Bear Mitsubishi. If the potential winner, or any alternates, cannot be contacted within two (2) business days of the first attempt to contact him/her or if any prize or prize notification is returned as undeliverable, or if the potential winner including any alternate winners (i) fails to return the required documents within the specified time, (ii) the potential winner is found to be ineligible, or (iii) if the potential winner does not comply with the Official Rules, then the potential winner including any alternate winners, if applicable, may be disqualified and forfeit the prize and another alternate winner may be selected by White Bear Mitsubishi in their place at random from among all remaining Entries received for this Sweepstakes for the applicable prize.

## 7. PRIZE

**a. Prize Details.** Prize is (1) Retail Consumer Lease, for a limited time period of (24) months, and a mileage limit of 10,000 miles, for a 2024 Mitsubishi Outlander PHEV SE. No ownership or title will transfer as a result of receiving this Prize. Total winning amount is \$12,687 for payment of a lease only. Not redeemable for cash. If grand total exceeds this amount, winner is responsible for the amount over \$12,687. The MAXIMUM amount awarded for the lease shall not exceed \$12,687.

**b. Prize Information.** The prize may vary from prize pictures and/or advertising used to promote the Sweepstakes. Any depiction of prize is for illustrative purposes only. The prize is subject to the restrictions and conditions set forth herein. Transportation to and from the destination is not included. The prize consists of and is limited to the elements stated in the prize description. Prize redemption is subject to eligibility to receive prize as shown in Section 2 and Section 6(c) above.

**c. Prize - Generally.** Prize must be accepted as awarded, and prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by White Bear Mitsubishi or for which White Bear Mitsubishi may be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A

PARTICULAR PURPOSE. PRIZES ARE NOT TRANSFERABLE AND MAY NOT BE SOLD.

Warranty provided by the manufacturer is as between Prize Winner and the manufacturer only. No substitution, assignment, refund or transfer of a prize is permitted, except by White Bear Mitsubishi, who reserves the right to substitute a prize with another prize of greater or equal value if a prize is not available for any reason as determined by White Bear Mitsubishi in its sole discretion.

**d. Taxes, Fees, Registration, Expenses and Charges.** Winner is solely and fully responsible for any and all registration fees and costs, registration taxes, and licensing costs, fees, sales and personal taxes, assessments and expenses associated with prize award, receipt and use not expressly specified herein as part of a prize, including, without limitation, vehicle insurance, surcharges and other costs and expenses incurred by the Winner in accepting and using the prize, including, without limitation, all international, federal, state and local taxes on the prize. Entrants forever waive the right to assert, as a cost of winning prize, any and all costs and expenses of verification and/or redemption or travel to redeem or claim any prize in this Sweepstakes. Any costs incurred to possess and operate subject of Prize is the sole responsibility of Winner.

**e. Subject of Prize is an Electric Plug-In Hybrid Vehicle.** Winner is responsible for all maintenance, upkeep, protection, insurance, operating, charging, electricity, gasoline and care of vehicle. Winner will need to plug in the vehicle using the included household standard charger, or other available charging stations or methods at their own option.

**f. Manufacturer Warranty Applies.** All warranties and declarations made by the manufacturer of Subject of Prize are solely the responsibility of the manufacturer. No additional warranties apply from anyone affiliated with this Sweepstakes or the lease associated herein.

**g. Quantity Limit.** One (1) prize only for this Sweepstakes as listed in Section 6.a.

## **8. PUBLICITY.**

Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to White Bear Mitsubishi's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

## **9. GENERAL CONDITIONS.**

White Bear Mitsubishi reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in White Bear Mitsubishi's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond White Bear Mitsubishi's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, White Bear Mitsubishi reserves the right (but does not have the obligation) in its sole discretion to award any or all of the prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. White Bear Mitsubishi 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 in a disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, White Bear Mitsubishi reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. White Bear Mitsubishi's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

## **10. RELEASE.**

By entering, each entrant forever and irrevocably releases and holds harmless White Bear Mitsubishi and its parents, subsidiaries, divisions and affiliates, and respective agents, advertising and promotion agencies, affiliates, Sweepstakes suppliers and all of their respective employees, officers, directors, managers, members, owners and agents (Parties) from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or receipt or use of any prize awarded in the Sweepstakes. Entrants discharge all Parties from any liability associated with possession, credit worthiness, qualification, and responsibilities associated with the lease. The lease is written as between Winner and White Bear Mitsubishi only and exclusively. The lease is governed by its own instrument and is not incorporated into these rules.

**a. Announcement.** Winner agrees to have their first name and last initial listed on a "Winners" list, which will be available for public view, if requested and if applicable.

## **11. LIMITATIONS OF LIABILITY**

White Bear Mitsubishi is not responsible for (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any telephone, mail, website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from White Bear Mitsubishi's website, regardless of whether the material was prepared by White Bear Mitsubishi or a third party, and regardless of whether the material is connected to White Bear Mitsubishi's website by a hypertext link. White Bear Mitsubishi reserves the right to cancel, suspend or modify the sweepstakes, if necessary, due to any technical problems, hacking, security breaches or other tampering.

**a.) LEASE TERMS AND QUALIFICATION.** Winning the Prize does not automatically guarantee approval of credit, nor guarantee of bank stipulation qualification; a condition of receiving Prize.(See 2b ELIGIBILITY above.) All retail procedures to apply for and secure a lease from White Bear Mitsubishi apply. Sweepstakes participation makes no warranty implied or explicit of eligibility to receive prize.

## **12. DISPUTES**

Entrant and/or Winner agree(s) that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Ramsey County, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant and/or Winner be permitted to obtain awards for and Entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Winner or White Bear Mitsubishi in connection with the Sweepstakes shall be governed by, and

construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

### **13. DATA COLLECTION; PROMOTIONAL MATERIALS**

Entrants provide personal information on the entry form when they enter this Sweepstakes. White Bear Mitsubishi collects this information and uses it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. White Bear Mitsubishi may share this information with third parties who need access to this information to perform services on White Bear Mitsubishi's behalf. White Bear Mitsubishi may also share this information with Partners and with select third-party marketing partners who may use it to contact you with information and offers they believe will be of interest to you. When you enter the "No Purchase Necessary" free Sweepstakes at White Bear Mitsubishi's website, you will be given an opportunity to "opt-out" of or "opt-in" to receiving marketing or promotional communications from White Bear Mitsubishi, Partners and/or third-party marketing partners on the online entry form. Consenting to receive such emails and information (by not "opting-out" or by "opting in") is optional, and is not necessary to enter or win this Sweepstakes, nor will it increase or improve your chances of winning. Winner agrees to allow mail, email, or any method of notification that they are the Winner, regardless of an opt-out. This is necessary to notify the Winner. For more information about the ways White Bear Mitsubishi uses and shares personal information collected through its website, please see the Privacy Policy of White Bear Mitsubishi located at <https://www.whitebearmitsubishi.com/tools/complyauto/privacy-policy.htm>.

### **14. OFFICIAL RULES**

These Official Rules are available online at [www.whitebearmitsubishi.com/outlanderphevsweepstakes.htm](http://www.whitebearmitsubishi.com/outlanderphevsweepstakes.htm) or by sending a self-addressed postage-stamped envelope to White Bear Mitsubishi, Attn. Legal Dept, 3400 HWY 61 N, White Bear Lake, MN 55110. Please include a request for the information that you seek. Responses are limited to providing the rules as shown here. Note that a response is likely to arrive after the Sweepstakes has ended depending on your request date and mail delivery.

### **15. WINNER'S LIST**

To request a list of winners, send a self-addressed postage-stamped envelope, and a written request identifying your name, date of birth, residential address, email, and phone number to White Bear Mitsubishi, Attn. Legal Dept, 3400 HWY 61 N, White Bear Lake, MN 55110. Information received in relation to requests associated with this sweepstakes becomes the property of White Bear Mitsubishi and you agree to receive marketing materials. The response will contain only the first name and first initial of the last name of the Winner.

**16. WHITE BEAR MITSUBISHI** may be contacted in writing at White Bear Mitsubishi, ATTN: Legal Dept., 3400 HWY 61 N, White Bear Lake, MN 55110.