Nissan Summer Sweepstakes
Official Rules

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


1. Eligibility: Nissan Summer Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old and who, as of 11:59:59 p.m. ET on July 31, 2017, own or are currently leasing a Nissan or Datsun automobile and who have a valid U.S. driver’s license and automobile insurance. Also, eligible participants must have internet access and valid email address at the time of entry. Employees, officers, directors, agents and representatives of Nissan North America, Inc. (“Sponsor”), HelloWorld, Inc. (“Promotion Administrator”), and their respective parent and affiliate companies, suppliers, and anyone else connected with the production and distribution of this Promotion as well as the immediate family (spouse, parents, siblings and children) and household members of each such person are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s (as defined below) and Promotion Administrator’s (as defined below) decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.


3. Promotion Period: The Sweepstakes begins on August 1, 2017 at 12:00:01 a.m. Eastern Time (“ET”) and ends on September 30, 2017 at 11:59:59 p.m. ET (the "Promotion Period"). Promotion Administrator’s computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, participation involves use of a Personal Identification Number (“PIN”), link within an email invitation from the Sponsor (“Email Invitation”), or your Vehicle Identification Number (“VIN”).

A. If you receive a direct mail invitation with a PIN included from the Sponsor: use the PIN found in the invitation to register at http://nissanservicenow.com/sweepstakes (the “Website”). To do so, visit the Website and follow the links and instructions to enter the PIN. By submitting your PIN and a valid email address, you will receive one (1) entry into the Sweepstakes (“Sweepstakes Entry”).

B. If you receive an Email Invitation from the Sponsor: click on the link within the Email Invitation where you will be directed to a page that confirms you have received one (1) Sweepstakes Entry.
C. If you did not receive an Email Invitation or direct mail invitation with a PIN from the Sponsor: use your VIN to register on the Website. To do so, visit the Website and follow the links and instructions to enter the VIN from your current Nissan vehicle, and then you must complete the registration form by entering you first and last name, street address, city, state, ZIP code and email address. You will then be asked to check a box to indicate you have read the Official Rules, and to check a box to indicate you are at least 18 years old. The Sweepstakes Entry form will ask whether you wish to opt in to receive emails about the Promotion. You are NOT required to “opt in” to receive such emails (whether specific to the Promotion or for Sponsor communications generally) in order to participate in the Sweepstakes and your decision whether (or not) to do so will not affect you chances of winning. At the completion of the process just described (“Registration”), you will then click “SUBMIT” to receive one (1) Sweepstakes Entry into the Sweepstakes random drawing.

Limit: You may enter one (1) time per day during the Promotion Period, regardless of method of entry. Also, you may only enter the Sweepstakes through one (1) option listed above. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

5. Drawings: Promotion Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Promotion Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around October 10, 2017. The potential winners will be notified by email, mail or phone. Each potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release (“Declaration”) which must be received by Promotion Administrator, within ten (10) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Each Grand Prize winner will be contacted regarding the fulfillment of the prize within 10-12 weeks of the conclusion of the Promotion and the prize will be fulfilled by the designated dealership as soon as it becomes available.

6. Prizes: THREE (3) GRAND PRIZES: Winner’s choice of a new Nissan vehicle valued up to $38,000 MSRP, including a Security+Plus® Prepaid Maintenance Plan (Basic): which is for basic levels of preventative vehicle maintenance and consists of two (2) oil and oil filter changes and two (2) four (4) wheel tire rotations (models with directional tires are excluded) for twelve (12) months or 10,000 miles, whichever occurs first; maintenance offered once every six (6) months during each covered twelve (12) month period or every 5,000 miles, whichever occurs first. Sponsor will determine, at its sole discretion, all features of automobile including but not limited to color of exterior and interior, model year and all other features or upgrades/overages 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, sales taxes, dealer preparation costs, auto insurance and other fees or taxes associated with prize. Winner must take delivery of prize from the automobile dealership designated by Sponsor. TAX GROSS-UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any
federal, state, or other tax obligations related to the Grand Prize (the “Tax Gross-Up Payment”). The Tax Gross-Up Payment will be $10,000. The Grand Prize winner’s actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner’s tax obligations. Approximate Retail Value (“ARV”) of each Grand Prize: $48,150.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person/household address/email address/VIN/PIN. Total ARV of all prizes: $144,450.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Promotion 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 each winner's consent to Sponsor's and its 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, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, 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. 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 the Official Rules of this 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, if it is possible. 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 Sponsor’s Privacy Policy (http://www.nissanusa.com/global/privacy.html) and to Administrator’s Privacy Policy (http://www.helloworld.com/privacy-policy). By participating in the Sweepstakes, entrants hereby agree to Sponsor’s and Promotion Administrator’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s and Promotion Administrator’s privacy policy.

13. Winner List: For a winner list, visit http://bit.ly/2pFpBme. The winner list will be posted after winner confirmation is complete.

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