



**MINI CANADA 2019 MOTORSPORTS CONTINGENCY PROGRAM PAYOUT
TERMS AND CONDITIONS**

MINI Canada is pleased to announce its contingency program for 2019. For the first time, a program will be supported in the Canadian Rally Championship.

The contingency payout structure for the Canadian Rally Championship will reward first, second, and third place finishers in each race as follows:

CRC	1ST Place	2ND Place	3RD Place	Championship (Highest overall points)
CASH REWARD	\$1,000	\$750	\$500	\$5,000

The contingency payout structure for the Targa Newfoundland competition will reward each class as follows:

Targa Newfoundland	1ST Place in Grand Touring Division	1ST Place in Targa Division
CASH REWARD	\$3,000	\$3,000

Terms and conditions, along with the payout request form, are as follows:

1. ELIGIBILITY:

To participate in the MINI Canada Motorsports Contingency Program Payout (the “**Program**”), you must be a legal resident of Canada over the age of majority in the jurisdiction in which you reside, and:

- (i) Hold a licence from ASN Canada to compete in the 2019 Canadian Rally Championship (the “**Competition**”);
- (ii) Has successfully finished in a qualifying position (see Section 4 below) in any of the races in the Competition (each a “Qualifying Race”). For a full list of Qualifying Races, see www.carsrally.ca/crc-info/event-calendar/ & <http://targanfld.com>
- (iii) Vehicle used in Competition must have “MINI.CA” prominently displayed in capital letters on both sides of the vehicle. MINI wings logo or “MINI.CA” must be prominently displayed on the front of the vehicle;
- (iv) A field of at least four vehicles must be entered on any given weekend in the Canadian Rally Championship. A field of at least four vehicles must be entered in Targa Newfoundland. If less than four, no money will be paid out regardless of podium finish.
- (v) The competition vehicle must be a 2013 model year MINI or newer to qualify for the contingency program;
- (vi) Complies in all respects with these Terms and Conditions.

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2. CONTINGENCY PAYOUT CLAIMS:

ALL CLAIMS UNDER THE PROGRAM MUST BE COMPLETED USING THE PAYOUT REQUEST FORM AND RECEIVED WITHIN FOUR (4) WEEKS OF THE APPLICABLE QUALIFYING RACE TO BE ELIGIBLE. To qualify, email MINI Canada at minimotorsport@mini.ca (the “Program Email”) with all of the following information:

- (i) Your full name, mailing address, telephone number and email address;
- (ii) Name, location, date and time of the Qualifying Race;
- (iii) The place you finished in the Qualifying Race, including the URL to official results;
- (iv) The dollar amount being claimed (see Section 4 below);
- (v) The Vehicle Identification Number of the winning vehicle; and
- (vi) At least 2-3 photographs of team trailers, racecar(s) and any other significant racing equipment that references “MINI.CA”

Failure to provide proof of eligibility, to complete or provide MINI Canada any further documentation reasonably required by MINI Canada within the time provided may void any contingency payout claim.

Multiple Vehicles with Multiple Drivers: Teams with multiple vehicles can claim more than one contingency payout per Qualifying Race. For example, if a team competes using three (3) MINIs with three (3) different drivers and finishes in first, second, and third place, each driver is eligible to receive one contingency payout (for first, second, and third place, respectively). The only points used in determining the year-end champion will be that of the sanctioning body of each series.

Multiple Drivers: Only one (1) driver per vehicle is eligible for receipt of a contingency payout. A team of multiple drivers in a single vehicle must assign one (1) representative who will be eligible to claim the contingency payout for the benefit of the team and will be responsible for distribution of the payout among team members, as applicable. MINI Canada is not responsible for disputes between team members. For instance, if you have a team of six (6) drivers racing two (2) MINIs and they finish in first and second place, only the two (2) assigned representatives may claim their respective contingency payouts. If you have three (3) drivers racing one (1) vehicle and the team finishes in first place, only the one (1) assigned representative will be entitled to receive a contingency payout.

3. CONDITIONS:

BY SUBMITTING A CLAIM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE DECISIONS OF MINI CANADA WHICH ARE FINAL AND BINDING IN ALL RESPECTS. EACH CLAIMANT FURTHER REPRESENTS AND WARRANTS THAT HE/SHE:

- (i) Is the holder of a current competition license as required by the Qualifying Race organizers and sanctioning bodies for participation in their respective races;
- (ii) Participated in the Qualifying Races in a MINI vehicle with original MINI powertrain, and not a vehicle of any other make or origin merely enhanced by MINI parts;



- (iii) Was running at the finish and deemed in compliance with post event technical inspections; and
- (iv) Has fully complied with the “2019 Rules and Regulations” administered by the Canadian Rally Championship as available at www.carsrally.ca/cars-info/rules/ .

4. CONTINGENCY PAYOUTS:

All claims are subject to review and verification. Sponsor will review and verify each Program Email and will notify each claimant by telephone and/or email within approximately five (5) business days of the results of such verification. Please check your e-mail and spam filters. Claimants submitting false claims may be disqualified from this and any future programs offered by MINI Canada.

The contingency payout structure will reward first, second, and third-place finishers in the respective class, as follows,

CRC	1 st Place	2 nd Place	3 rd Place	Championship (Highest overall points)
CASH REWARD	\$1,000	\$750	\$500	\$5,000

Targa Newfoundland	1 st Place in Grand Tour Division	1 st Place in Targa Division
CASH REWARD	\$3,000	\$3,000

Contingency payouts will be delivered in the form of a cheque in the name of the claimant identified in the Program Email. Contingency payouts must be accepted as awarded and may not be substituted. Any other costs or expenses associated with acceptance of the contingency payout (including but not limited to taxes), will be the responsibility of recipients. Please allow approximately six (6) weeks to receive the contingency payout.

5. TRADEMARKS:

With the exception of “MINI.CA”, use of any MINI intellectual property including but not limited to trademarks or logos are not permitted without the express written consent of MINI Canada. MINI Canada reserves the right to withhold awards payments to teams that do not support MINI brand standards and values deemed appropriate by MINI Canada. Cars, race suits, trailers and associated gear must not display any rude, obscene or offensive words, diagrams, drawings, images or abbreviated versions of the aforementioned or text or anything of a racist nature or purposely offensive messaging. Nor are any words or imagery deprecating the MINI or BMW brands allowed.



6. PERSONAL INFORMATION:

MINI Canada and its authorized agents will collect, use, and disclose the personal information you for the purposes of administering this Program. By accepting a contingency payout, the recipient agrees to MINI Canada's use of his or her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity MINI Canada may conduct relating to the Program 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. The recipient may be required to sign a release to this effect. For further information about MINI's privacy practices, please see MINI's Privacy Policy at: <http://mini.ca/en/about/privacypolicy>.

7. GENERAL:

All claims are subject to verification. Receipt of a contingency payment is contingent on fulfilling all the requirements set forth herein. MINI Canada's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. If any provision of these Terms and Conditions is determined to be invalid or otherwise unenforceable, then these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a recipient make any false statement(s) to MINI Canada in claiming a contingency payout, he or she will be required to promptly return any amounts received to MINI Canada and will be disqualified from this and any future programs offered by MINI Canada.

Your participation in this Program is voluntary and as such, your participation constitutes an agreement to abide by these terms and conditions and to waive any and all rights of appeal. MINI Canada reserves the right to terminate, suspend or modify this Program without prior notice at any time at MINI Canada's sole discretion.

BY PARTICIPATING IN THIS PROGRAM, ENTRANTS AGREE THAT MINI CANADA, A DIVISION OF BMW CANADA INC., 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 THEIR PARTICIPATION IN THIS PROGRAM OR ACCEPTANCE, USE OR MISUSE OF ANY AWARD PAYABLE UNDER THIS PROGRAM. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

MINI CANADA MOTORSPORTS CONTINGENCY PROGRAM PAYOUT REQUEST FORM FOLLOWS ON NEXT PAGE.

Please complete this application in full and forward via email to: minimotorsport@mini.ca.



2019 MOTORSPORTS CONTINGENCY PROGRAM PAYOUT REQUEST FORM.

Date of Submission*:				
Name:				
Current Address:				
City:	Province:	Postal Code:		
Telephone:	Email:			
Qualifying Race:				
Race Location:		Date of Qualifying Race:		
Confirmation of Qualifying Race Results (<i>enter URL</i>):		Placement:	No. of Racers:	
Race Class:		Vehicle Identification No. (last seven digits):		

**(Date of Submission must be within four (4) weeks of Qualifying Race)*

Circle Payout Request Below:

CRC	1 st Place	2 nd Place	3 rd Place	Championship
CASH REWARD	\$1,000	\$750	\$500	\$5,000

Targa Newfoundland	1 st Place in Grand Tour Division	1 st Place in Targa Division
CASH REWARD	\$3,000	\$3,000

PLEASE NOTE: For first time award submissions or subsequent entries where the paint or appearance of the vehicle has changed or if using a different vehicle:

Please include at least two (2) to three (3) photographs of your vehicle with MINI.CA decals clearly visible. MINI.CA decals must be prominently displayed on both sides of the vehicle, as well as centered on a visible front surface.

The parties hereto acknowledge that they have requested and are satisfied that this Agreement and all related documents be drawn up in the English language. Les parties aux présentes reconnaissent qu'elles ont exigées que la présente convention et tout document qu'en s'y rattache soient rédigées et exécutées en anglais et s'en déclarent satisfaites.

By submitting this form, you confirm that you have read and understood the Terms and Conditions of the Program and confirm that the information provided is a true and accurate statement of the facts to determine your eligibility for a contingency payout.