

## INFINITI Family and Friends Referral Program – Terms and Conditions

Effective Date: [Date]

The INFINITI Owner Referral Program ("Program") is subject to these Program Terms and Conditions ("Terms"). By participating in the Program, you agree to be bound by these Terms. If you do not agree, do not participate in the Program.

Residents of British Columbia are not eligible to participate in the Program.

### 1. PROGRAM OVERVIEW

The Program is only open to owners/lessees of INFINITI vehicles ("INFINITI Owner(s)"). The Program is designed to allow INFINITI Owners, who are the named and intended recipient of the Program invitation email as received directly from, or on behalf of INFINITI Canada ("Referrer(s)"), to refer a friend or family member who is not a current owner/lessee of an INFINITI vehicle, and with whom it is reasonable to conclude the Referrer has a personal relationship ("Referee(s)"), to purchase or lease an eligible new and previously unregistered INFINITI vehicle ("Eligible Vehicle") through sharing a unique referral code with them.

When a Referee uses the unique referral code provided under this Program to complete the lease or finance of an Eligible Vehicle through INFINITI Financial Services ("IFS") and from an authorized INFINITI retailer in Ontario ("Eligible Transaction"), the Referrer may receive a \$250 CAD INFINITI Family Perks prepaid card that can be applied towards purchasing gas, accessories, vehicle purchases, or services at an authorized INFINITI retailer in Canada (use of the prepaid card is also subject to the terms and conditions of the issuer) ("Reward(s)").

The Referrer may only receive three (3) Rewards (regardless of how many times the Referrer shares the Code).

### 2. INVITATION TO PARTICIPATE

Referrers are the intended recipients of a Program invitation email sent by, or on behalf of INFINITI Canada after completing a purchase or lease of an INFINITI vehicle. This invitation may include:

- A brief overview of the Program;
- A link to generate a prepopulated referral message which will contain a referral link; and
- A link to these Terms.

The promotional offer contained in the prepopulated referral message is valid only as originally issued by INFINITI Canada (the "Prepopulated Referral Message"). Any modification of the offer copy is strictly prohibited and will render the offer void. Only the unaltered, original offer will be honored.

Participation in the Program is voluntary and not a condition of the Referrer's past, present, or future purchase or lease from INFINITI Canada.

### 3. ELIGIBILITY OF REFERRERS AND REFEREES

To participate in the Program as a **Referrer**, you must:

- Be an INFINITI Owner;
- Be the individual who received the Program invitation email sent by, or on behalf of INFINITI Canada;
- Be the age of majority in your province or territory;
- Be a legal resident of Ontario (excluding British Columbia and any jurisdiction where this Program is void); and
- Comply at all times with these Terms.

To participate in the Program as a **Referee**, the individual must:

- Not be a current owner/lessee of an INFINITI vehicle;
- Have a genuine personal or family relationship with the Referrer;
  - More specifically:
    - a) a *friend* is someone with whom the Referrer has had direct voluntary two-way communications, and with whom it is reasonable to conclude the Referrer has a personal relationship considering shared interests, experiences, opinions, and other relevant factors; and
    - b) a *family member* is someone to whom the Referrer is not related by marriage, a common-law partnership, or parent-child relationship where the parent is purchasing or leasing the Eligible Vehicle for the child living in the same household, and with whom the Referrer has had direct voluntary two-way communications.
- Be the age of majority in their province or territory;
- Be a legal resident of Canada (excluding British Columbia and any jurisdiction where this Program is void);
- Register through the referral link found in the Prepopulated Referral Message, consent to being contacted by INFINITI Canada, and accept these Terms as well as the [INFINITI Privacy Policy](#) | [INFINITI Canada](#);
- Complete an Eligible Transaction; and
- Comply at all times with these Terms.

### 4. HOW DOES THE REFERRAL PROCESS WORK

1. The Referrer receives an email invitation to the Program.
2. The Referrer may use the link to generate the Prepopulated Referral Message to send to individuals who meet the Referee criteria described above.
3. The Referee clicks the referral link, registers, and receives a unique referral code.
4. The Referee makes an Eligible Transaction.
5. Once the Eligible Transaction is verified by INFINITI Canada, the Referrer may receive the Reward.

After first sharing the Prepopulated Referral Message, Referrers may use the tracking link provided by, or on behalf of INFINITI Canada to view the status of their referral codes, including the number of times the codes have been shared and redeemed, subject to delays for verification and processing.

**Restrictions:** The Prepopulated Referral Message may only be shared privately and may not be posted publicly, shared on social media, or distributed through paid advertising, mass emails, or other commercial or similar channels.

### 5. REWARDS FOR REFERRERS

Each time an eligible Referee completes an Eligible Transaction in accordance with these Terms, the Referrer may be entitled to receive a Reward. Rewards will be issued either electronically or by mail, in the sole discretion of INFINITI Canada.

The total number of Rewards available to a Referrer is limited to three (3).

Rewards may only be usable by the Referrer, have no cash value, may not be transferred, substituted, or exchanged, cannot be applied to past transaction, and may not be combinable with other offer(s). Referrers will be responsible for any tax implications arising from Rewards.

### 6. REFEREE BENEFIT FOR REFEREES

The Referees may use the unique referral code provided under this Program to obtain a **one-time discount or promotional benefit of up to a maximum of \$1,500 off the purchase or lease of an Eligible Vehicle**. Specifically, a Referee, may be able to choose one (1) of the following offers to obtain up to a maximum of \$1,500 off the purchase or lease of an Eligible Vehicle: (i) an additional 1.0% rate reduction of the APR of an Eligible Vehicle that is financed/leased through IFS to a minimum of: 0% finance APR (note: APR offered is based on creditworthiness and subject to an eligibility check. Not all individuals will be eligible for 0% APR); or (ii) in-market loyalty offer ([INFINITI Owner Loyalty Program](#)) towards the lease or financing of an Eligible Vehicle through IFS ("Referee Benefit"). The Referee Benefit applies only when the referral code is presented and used at the time of the lease or finance of an Eligible Vehicle through IFS and from an authorized INFINITI retailer in Ontario.

The Referee Benefit may only be usable by the Referee who has obtained the unique referral code in accordance with these Terms. The Referee Benefit has no cash value, may not be transferred, substituted, or exchanged, cannot be applied to past transaction, and may not be combinable with other offer(s).

### 7. WHAT OTHER LEGAL TERMS AND CONDITIONS DO YOU NEED TO KNOW?

- **Ontario Only.** This Program is void in every province and territory except Ontario and is subject to all applicable federal, provincial/territorial and municipal laws.
- **Decisions.** The decisions of INFINITI Canada, a division of Nissan Canada Inc. ("NCI") with respect to all aspects of the Program are final and binding on all participants.

Commented [MD1]: Replace with date when Program is published

- **Modification, Suspension, and Termination.** NCI reserves the right, in its sole discretion to cancel, withdraw, amend, suspend, or terminate the Program or these Terms at any time, in any way, and without prior notice or obligation. If terminated, no further Rewards or Referee Benefits will be issued, except at NCI's sole discretion.
- **Verification and Compliance.** NCI reserves the right to verify and confirm the eligibility of any Referrer or Referee. If it is discovered by NCI (using any evidence or other information made available to or otherwise discovered by NCI) that any person has attempted, without limitation, to: (i) use any means not in keeping with NCI's interpretation of the letter and spirit of these Terms to enter or otherwise participate in or disrupt this Program; (ii) falsely use a unique referral code without legitimately obtaining a unique referral code in accordance with these Terms; (iii) re-use a unique referral code a subsequent time after its first use; (iv) use (or attempt to use) a unique referral code that has been falsified, manipulated or otherwise altered in any way (all as determined by NCI in its sole discretion); or (v) any combination of the above, then they may be disqualified from the Program.
- **Release.** To the fullest extent permitted by applicable law, by participating in the Program, you agree to release and hold harmless NCI, its associated and affiliated entities, as well as any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Program, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, demands, damages, losses, liabilities, costs, or expenses arising out of or in connection with the Program or in your participation therein, the use or misuse of any Reward or Referee Benefit, any breach of these Terms, or any combination of the above. To the fullest extent permitted by applicable law, the Released Parties will not be liable for indirect, incidental, special, punitive, or consequential damages, or for any loss of profits, revenues, data, or goodwill, even if they have been advised of the possibility of such damages.
- **Limitation of Liability.** In no event shall the aggregate liability of the Released Parties exceed, as applicable, the actual retail value of the Rewards paid or payable to a Referrer or the actual retail value of the Referee Benefit that gave rise to the claim.
- **Conflicts.** In the event of any discrepancy or inconsistency between these Terms and disclosures or other statements contained in any Program-related materials, these Terms shall prevail, govern and control to the fullest extent permitted by law.
- **Invalidity and Unenforceability.** The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.
- **Governing Law.** To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, NCI or any of the other the Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law terms or provisions that would cause the application of any other jurisdiction's laws. By your participation in the Program, you hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to the Program.