

MINI Epic Experience Program Rules

TERMS:

MINI Epic Experience Offer:

1. **Purchase:** a new 2018 MINI Countryman (excluding MINI Countryman John Cooper Works) at a participating MINI dealership between **Nov. 1, 2017 and January 2, 2018** (“Offer Period”). To qualify, purchaser must also take delivery of vehicle by **January 2, 2018**.
2. **Receive:** An email authorization redeemable for a “MINI Epic Experience”, valued at up to \$250 on www.miniepicexperience.com. **Authorization to be supplied via e-mail and must be redeemed for Code by March 31, 2018 at 11:59:59 p.m. ET. After this time, email authorization is void and will be rejected.**
3. **Redeem your MINI Epic Experience:** After redeeming your email Authorization, you will be sent a second email with a Code to be redeemed for your choice of one of the available Epic Experiences. Code must be redeemed on the selected award supplier’s website by expiration date indicated thereon.

Important Restrictions:

A. Validity of Offer.

Offer is valid only in the United States and Puerto Rico. Offer is void in Guam, U.S. Virgin Islands, other U.S. territories and where taxed, restricted or prohibited by law.

Offer is valid only for persons who have a valid e-mail address and purchased a new 2018 MINI Countryman within the terms above.

Offer is only available on lease or purchase of qualifying 2018 MINI Countryman.

B. Redemption of email Authorization.

Email Authorization must be redeemed at www.MINIepicexperience.com (“Offer website”). Before redeeming the **email Authorization** and providing any personally identifiable information on the Offer website, you are strongly advised to carefully review the Privacy Policy of the Offer website as well as the Terms of Use of the Offer website.

There is a limit of one (1) **email Authorization** (which, in turn, is redeemable for one (1) Code/Epic Experience) per person per qualifying MINI Countryman purchase during the Offer Period.

Email Authorization will only be redeemed (as well as issued) if MINI and its agencies have determined that a given individual fully complied with these Terms; and, in the absence of such validation of an individual’s participation in the Offer, MINI and its agencies shall have no liability of any kind to such individual.

Redemption requests by groups, businesses or organizations will not be honored. This Offer may be combined with any other MINI USA discount, coupon, offer or promotion with the sole exception of \$500 discount off MSRP advertised in conjunction with this Offer.

Email Authorizations are available while supplies last. MINI and its agencies shall not have any liability of any kind once the supply of **email Authorizations** has been exhausted.

Email Authorizations and Codes are not redeemable or exchangeable for cash or credit and are void if transferred.

MINI and its agencies disclaim any and all liability for late, lost, inaccessible, delayed, corrupted or irregular e-mails with **email Authorizations and Codes** (including e-mails categorized as “junk” or “SPAM” by qualifying purchaser’s e-mail service provider) except that MINI and its agencies reserve the right in its sole discretion to replace a late, lost, inaccessible, delayed, corrupted, or irregular email Authorization or Code with another email Authorization or Code (as applicable), time permitting and provided that supplies last. However, nothing herein in any way obligates MINI or its agencies to do so.

Code is redeemable for “MINI Epic Experience” activities identified thereon and the Offer website. BE CAREFUL IN CHOOSING AN “EPIC EXPERIENCE” ACTIVITY; ONCE CHOSEN, AN “EPIC EXPERIENCE” ACTIVITY CANNOT BE CHANGED WITHOUT THE EXPRESS CONSENT OF MINI WHICH MAY BE GRANTED OR WITHHELD IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OF ANY KIND.

“MINI Epic Experience” may be subject to its own additional terms and conditions as per the “MINI Epic Experience” award supplier, which supplement the terms and conditions on the Code itself. The additional terms and conditions may include availability restrictions, advanced notice requirements, blackout dates, expiration date as well as specific redemption instructions. Such additional terms and conditions governing “MINI Epic Experience” are incorporated herein by reference and made a part of these Terms. In the event of any inconsistency between these Terms and such additional “MINI Epic Experience” terms and conditions, the “MINI Epic Experience” terms and conditions shall prevail, govern and control with respect to a particular “MINI Epic Experience” and in all other regards these Terms will prevail, govern and control.

“MINI Epic Experience” award supplier may modify (i.e., supplementing or reducing) activities comprising the “MINI Epic Experience” at any time without notice; and, MINI and its agencies disclaim any and all liability in conjunction therewith. Qualifying purchaser understands and acknowledges that “MINI Epic Experiences” award suppliers are in all cases independent contractors of MINI and its agencies, and the performance of award suppliers in providing “MINI Epic Experience” is therefore outside the control of MINI and its agencies.

Code must be redeemed at the website of the applicable MINI Epic Experience award supplier. Such website is subject to the terms and policies of the award supplier, which may be different from those of the Offer website and/or MINI. Before redeeming the Code and providing any personally identifiable information on the award supplier’s website, you are strongly advised to carefully review the terms and policies of such website.

If value of Code “MINI Epic Experience” is less than \$250, qualifying purchaser will not receive the difference in value. Qualifying purchaser may combine values of MINI Epic Experience activities up to a total value of \$250.

Notwithstanding the identification of an “MINI Epic Experience” on the Offer website, on Codes or in any advertising in conjunction with this Offer at any given time, MINI and its agencies reserve the right without notification or liability of any kind to substitute one or more “MINI Epic Experiences” at any time and for any reason whatsoever.

C. Limitations of Liability

MINI USA, a division of BMW North America, LLC and its agencies assume no responsibility for any computer, telephone, cable, network, electronic, programming or wireless Internet hardware or software malfunctions, failures or errors of any kind, including the Offer website as well as the websites of Epic Experience award suppliers. If circumstances beyond the control of MINI USA, a division of BMW North America, LLC and its agencies (i.e., a *force majeure* event, such as a strike, civil unrest, natural cataclysm, equipment failure/malfunction/error or tampering/unauthorized intervention) interfere with or prevent altogether implementation of the Offer as originally intended (as determined by MINI USA, a division of BMW North America, LLC and its agencies in their sole discretion), MINI USA, a division of BMW North America, LLC may in its sole discretion, modify, suspend or terminate the Offer, including only issuing email authorizations and/or Codes prior to the time of modification/suspension/termination of the Offer; and, in such event, notice of such action will be posted at the Offer website.

By participating in Offer, qualifying purchaser agrees to fully comply with these Terms and that the decisions of MINI USA, a division of BMW North America, LLC and its agencies regarding the Offer and these Terms are final and binding in all respects.

By participating in Offer, purchaser releases, discharges, indemnifies and holds harmless MINI USA, a division of BMW of North America, LLC, its parent company, affiliates, subsidiaries, divisions, participating dealerships, advertising/promotion agencies and “Epic Experience” award suppliers, as well as their respective officers, directors, employees, contractors, representatives and agents of each of the foregoing, as well as their successors and assigns, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from the Offer and/or the acceptance, receipt, possession or use/misuse of any “Epic Experience” activity. Without limiting the foregoing: (a) MINI USA, a division of BMW of North America, LLC and its agencies make no representation, warranty or guarantee of any kind regarding any “Epic Experience”; and (b) MINI USA, a division of BMW of North America, LLC and its agencies have not obtained any insurance of any kind relative to a qualifying purchaser’s participation in any “Epic Experience.” QUALIFYING PURCHASER ASSUMES ANY AND ALL RISK OF ENGAGING IN AN “EPIC EXPERIENCE” ACTIVITY; AND, SHOULD A QUALIFYING PURCHASER SUFFER ANY INJURY IN CONJUNCTION WITH PARTICIPATION IN AN “EPIC EXPERIENCE” ACTIVITY, TO THE EXTENT QUALIFYING PURCHASER HAS ANY LEGAL RECOURSE, SUCH RECOURSE IS SOLELY AGAINST THE AWARD SUPPLIER PROVIDING SUCH “EPIC EXPERIENCE”.

Sponsor: MINI USA, a division of BMW of North America, LLC, Woodcliff Lake, NJ 07677.