

OFFICIAL RULES
BMW WINTER XDRIVE SKI ST. MORITZ DIGITAL SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The BMW Winter xDrive Ski St. Moritz Digital Sweepstakes (the "Promotion") begins at 12:01 a.m. Eastern Time ("ET") on January 1, 2018 and ends at 11:59 a.m. ET on March 31, 2018 ("Promotion Period").

ELIGIBILITY: Promotion OPEN ONLY TO **LEGAL RESIDENTS OF THE FOURTEEN (14) STATES LOCATED IN THE EASTERN REGION OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA (ME, VT, NH, MA, CT, NY, RI, NJ, PA, DE, MD, WV, VA, DC)** WHO ARE AT LEAST **21 YEARS OF AGE OR OLDER. RESIDENTS OF ALL OTHER STATES ARE EXCLUDED FROM ENTRY.** Employees, contract workers and lease employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of the Eastern Region Advertising Council, Inc., ("Sponsor"), BMW of North America, LLC, BMW dealers located within the Eastern Region Advertising Council, Octa512gon, Inc., and their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this promotion. Promotion is subject to all applicable federal, state and local laws.

ENTRY PERIODS AND HOW TO ENTER: During the Promotion Period, visit www.skistmoritz.eventsbmw.com via <https://www.skimag.com/>, Facebook, and/or Instagram to complete a registration. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Limit of one (1) entry per person using only one (1) email address throughout the Promotion Period. Entries received from any person or email address in excess of the above stated limitation will be void. All entries become the sole property of the Sponsor and will not be acknowledged or returned. Opt-in opportunities may be available but are not required and will not increase or decrease your chances of winning. Opting in to receive email and other electronic communications from BMW is not a pre-condition to contest entry.

DRAWING: A random drawing will be conducted on or about April 3, 2018. Drawings will be random and conducted by Octagon. Actual odds of winning depend upon the number of eligible entries received. Potential winners will be notified by mail, phone, and/or e-mail on or around April 3, 2018. If potential winner declines the prize or a potential winner is not in compliance with these rules, applicable prize will be forfeited and, at Sponsor's discretion, an alternate winner selected by random drawing among all remaining eligible entries. Potential winner may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release on or about April 3, 2018. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, or potential winner will not be in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, a runner-up may be notified. The prize will be awarded after receipt of the documentation and verification of eligibility. Sponsor's decisions are final and binding on all matters relating to this Sweepstakes.

Prizes: One prize will be awarded to one winner, with an approximate value of eight thousand two hundred dollars and zero cents (\$8,200.00) This prize shall consist of the following package, good for the selected winner and one guest: Trip for winner and one guest to St. Moritz, Switzerland to be redeemed in the 2018/19 ski season from December 2018-March 2019, a four thousand five hundred dollar (\$4,500) American Express Gift Card to be used for air travel, seven night standard accommodation at St. Moritz Resort including breakfast, and six days of ski lift tickets for two guests. Actual value or prizes may vary depending on city of departure. Winner and guest are responsible for booking all travel to/from departing/arriving airport, as well as ground transportation. Winner and guest are responsible for obtaining all required travel documents. Winner and travel companions must execute liability/publicity releases. Winners and any guests may extend their stay at their own expense. Travel dates must be mutually agreed up on by winner and Sponsor or prize will be forfeited and Sponsor will have no further obligation to Winners. Certain travel restrictions may apply. Winners are solely responsible for all expenses, costs or fees associated with acceptance and/or use of the prize not specified herein as being awarded including, without limitation, any and all taxes, ground transportation, meals, gratuities, extended stay and souvenirs. Winners and guest must comply with all rules and regulations.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion and subject to change. All winners must provide Sponsor with a Security or Tax Identification Number and shall receive a tax reporting statement.

GENERAL CONDITIONS: Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, entries or email; or for lost, interrupted or unavailable network, server Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the promotion, the processing of entries, the announcement of the prizes or in any promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, (seem accurate) tampering, hacking, or by any equipment or programming associated with or utilized in the promotion. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this promotion or downloading materials from or use of the web site. Persons who tamper with or abuse any aspect of the promotion or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole

opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the promotion and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sponsor, BMW dealers located within the area of the Eastern Region Advertising Council, BMW of North America LLC, Octagon, Inc., and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will 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 death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this promotion. Except where legally prohibited, entry into this Sweepstakes and/or winner's acceptance of prize constitutes permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness, biographical information and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

WINNERS LIST: For the name of the winner (available after April 3, 2018), send a self-addressed stamped envelope to: Eastern Region, BMW Winter xDrive Ski St. Moritz Digital Sweepstakes Winners, c/o Octagon, Inc., 290 Harbor Dr – 3rd Floor, Stamford, CT 06902 by December 1, 2018. VT residents omit postage.

SPONSOR: Eastern Region Advertising Council, Inc. 250 155 North Dean Street, Suite 5, Englewood, NJ 07631.