

**MAZDA HEROES CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE MAZDA HEROES CONTEST (“CONTEST”) IS OPEN TO INDIVIDUALS WHO ARE 18 YEARS OF AGE OR OLDER RESIDING IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“D.C.”) AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT LOCATED IN ONE OF THE 50 UNITED STATES OR D.C. AT TIME OF ENTRY.

Contest starts on 12:00:00 A.M. Eastern Time (“ET”) on October 5, 2020 and ends at 11:59:59 P.M. ET on October 25, 2020 (“Contest Entry Period”). Promotion Activators Management, LLC’s (“Administrator”) computer is the official time-keeping device for this Contest. The Contest provides eligible individuals (the “Nominators”) with the opportunity to nominate themselves or someone they know, who otherwise meets the eligibility criteria as detailed herein, who has selflessly uplifted the community (a “Nomination” and each nominated individual, a “Nominee”) to win a prize as described herein. Nominators must have Nominee’s permission to Nominate Nominee on Nominee’s behalf and provide the Nominee’s information as required below. Nominators must be able to provide proof of such Nominee’s permission upon Sponsor’s request. Nominations will be reviewed by representatives of Sponsor to select the winners, as more fully set forth below.

This Contest is provided by Mazda Motor of America, Inc. (“Sponsor”) and is in no way sponsored, endorsed, promoted or administered by, or associated with YouTube. Any questions, comments or complaints regarding this Contest should be directed to Sponsor and not to YouTube.

1. ELIGIBILITY: Nominators and Nominees must be legal residents of the 50 United States and D.C. only who are 18 years of age or older at time of entry and submitting an entry you represent you are at least 18 years of age. Employees of Sponsor, Team Garage LLC, Hill and Knowlton Strategies, LLC, ABC Television, Vice Media Group, LLC, Administrator, and their respective parent companies, affiliates, subsidiaries, distributors, sales representatives, advertising, sales promotion and judging agencies, and members of the immediate families (parent, child, sibling and spouse of each) or households (whether related or not) of any of the above are NOT eligible to be a Nominator or Nominee. Contest is void outside of the 50 United States/D.C. and where prohibited by law.

2. HOW TO ENTER:

Step 1: Create a video of up to one (1) minute in length that explains how your Nominee has selflessly uplifted the community (“Video”).

Step 2: During the Contest Entry Period, log into your YouTube account and upload your Video to your YouTube channel.

Step 3: To complete the entry process, during the Contest Entry Period, go to www.mazdausa.com/mazda-heroes (“Website”) and follow the on-screen instructions to register for the Contest and provide the YouTube link to your Video (herein “Entry”). Please note, you will be required to provide the contact information for your Nominee (and should have received their permission ahead of time to provide). If you nominate yourself, you will be required to provide the contact information of someone else who may be contacted on your behalf should

your Entry be selected as a potential winner. All registration information must be completed in full. Nominators will be required to register when submitting entries, including checking a box agreeing to the terms of the Contest and providing their contact information as well as the contact information of their Nominee (name, address, email, and phone).

Sponsor will use your information in accordance with Sponsor's Privacy Policy (<https://www.mazdausa.com/site/privacy>). Any statements or claims made about (or by) the Nominee in the Video must be truthful. Nominee must be an individual; no group nominations. Any dialogue in the Video must be in English. **Please do not include music in your Video. Videos that include music will be disqualified. If any other persons appear in or were involved in the creation of the footage comprising a Video (including without limitation person(s) who appear in the Video other than the Nominator and the Nominee, Nominators agree that prior to submitting an Entry, that they have obtained the written consent of each such person, granting Sponsor and its designees the use of each person's name, biographical information, image and/or likeness for advertising, publicity and promotional purposes relating to this Contest and as otherwise provided for herein.** To receive a prize, selected Nominees must agree to comply with these Official Rules. **Only the Nominee may be eligible to receive a prize. Nominator will not receive a prize unless they nominate themselves and their Entry is selected as a winner.**

If you do not have a YouTube account, you may create one for free by going to www.youtube.com and following the onscreen directions. Once your Video is posted to your YouTube channel, copy the link. Note: Video must be set to Public or Unlisted on YouTube. Video must comply with these Official Rules and YouTube's Terms of Service (<https://www.youtube.com/static?gl=US&template=terms>) and Community Guidelines (<https://www.youtube.com/howyoutubeworks/policies/community-guidelines/>). Video must also comply with the Entry Guidelines detailed in Rule 3, below. Enter using a YouTube account registered in your name.

Limit one (1) Nomination/Entry per Nominator during the Contest Entry Period. All Entries received from any person that exceed the stated limitation will be disqualified. Entries made by any means which subvert the entry process will be void. Incomplete or illegible Entries will not be acknowledged. All Entries received will not be returned or acknowledged except as provided herein. In the event of a dispute as to who submitted an Entry, the name of the "authorized account holder" associated with the email account will be deemed to be the Nominator and must comply with these Official Rules. The authorized account holder of the email address is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Sponsor will not verify receipt of Entries. Proof of submission of an Entry does not constitute proof of receipt by Sponsor. Sponsor, Administrator, Team Garage LLC, Hill and Knowlton Strategies, LLC, ABC Television, Vice Media Group, LLC, YouTube LLC, their respective parent companies, affiliates, subsidiaries, distributors and each of their respective shareholders, directors, officers, employees and agencies ("Released Parties") are not responsible for Entries that are late, lost, illegible, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, that contain false information, that are generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules. **Multiple Nominators are not permitted to share the same email address or YouTube account for purposes of entry into the Contest.** Use of any automated program or method to

enter will result in disqualification of all associated Entries and of the person/email address account responsible for such Entries. If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

3. ENTRY GUIDELINES: By submitting an Entry, you warrant and represent that: (a) it is, in its entirety, your original work; (b) it has not been previously published; (c) it has not won previous awards; (d) statements and claims made regarding the Nominee are truthful; (e) it does not violate or infringe upon the copyrights, trademarks, rights of privacy/publicity or other intellectual property rights or any other rights of any person or entity; (f) the Entry is suitable for presentation in a public forum; and (g) publication of the Entry via various media, including but not limited to the Sponsor's websites and social media channels, will not violate or infringe on the rights of any third party. Nominator agrees to indemnify and hold harmless the Released Parties from and against any claims to the contrary.

All Entries must be in compliance with YouTube's Terms available at <https://www.youtube.com/t/terms> and may not contain, as determined by the Sponsor, in its sole discretion, any of the following:

- a)** Sexually explicit or suggestive content; violent content or dangerous stunts; content which promotes discrimination based on ethnicity, race, nationality, disability, gender, religion, profession, age, sexual orientation, or any other basis protected by federal, state, or local law, ordinance, or regulation; or any profane or pornographic content;
- b)** References to sports betting, lotteries, gambling, alcohol, illegal or performance enhancing drugs, tobacco, e-cigarettes, cannabinoid or synthetic THC products and any related paraphernalia, firearms/weapons/ammunition (or the use of any of the foregoing); content that promotes any activities that are unsafe or dangerous;
- c)** Obscene or offensive material including cursing and offensive language; promotion or endorsement of bigotry, any form of hate speech or hate group;
- d)** Content that is a duplicate of any other Entry's content;
- e)** Content that defames, misrepresents or contains disparaging remarks about Sponsor, other companies or other people or is libelous, defamatory, disparaging, tortious or slanderous;
- f)** Personal identification of anyone other than the Nominee or Nominator, such as full names (first and last), license plates or e-mail addresses;
- g)** Material embodying the names or other indicia that identify any person, living or dead, other than the Nominee;
- h)** Messages inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate; or
- i)** Content that infringes the rights of any third party or promotes illegal activities; and/or violates any law.

***LIMITED LICENSE: THE SPONSOR’S TRADEMARKS MAY BE REFERENCED IN THE ENTRY FOR PURPOSES OF THIS CONTEST ONLY. NO OTHER RIGHTS IN OR TO SPONSOR’S TRADEMARKS ARE GRANTED UNDER THESE OFFICIAL RULES AND NOMINATOR MAY NOT USE THE ENTRY FOR ANY PURPOSE OTHER THAN ENTERING THIS CONTEST.**

Entries that do not comply with the above guidelines, or that otherwise contain prohibited or inappropriate content, as determined by the Sponsor, in its sole discretion, will be disqualified. Entry must not contain material that is harmful to others, such as viruses, trojan horses or other technologies that could adversely impact the Contest or any person’s computer or other device. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction and will not place Sponsor under any obligations other than those contained in these Official Rules, that Sponsor is free to use or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By entering the Contest, you acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules. **BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY MAY BE POSTED ON SPONSOR’S WEBSITES OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN ITS DISCRETION.** You further acknowledge that Sponsor is not obligated to post or use your Entry. By submitting an Entry, you hereby grant the Sponsor and its affiliates, subsidiaries, assigns, licensees, and designees the irrevocable, perpetual, worldwide, royalty-free right and license to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, and have transmitted the Entry or portions of the Entry for the purpose of administering the Contest and judging the Entries. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

ENTRIES POSTED TO SPONSOR’S WEBSITES, IF ANY, ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL NOMINATOR AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Nominators.

4. CONTEST JUDGING: To be eligible for the Contest, an eligible Entry must be received during the Contest Entry Period. Entries will be judged and scored by a panel of qualified judges appointed by Sponsor based on the following equally weighted criteria: Demonstrated contribution Nominee has made to their community; Demonstrated selfless act(s) performed by Nominee; and Creative approach of Nominee. The fifty (50) Entries that receive the highest combined score according to the criteria listed above, in the sole determination of the judges, will be declared winners (subject to verification of both Nominator and Nominee) and once verification is complete, prize will be awarded to the Nominee. Nominator will not receive a prize unless Nominator nominates himself/herself and is selected as a winner. In the event of a tie, the tied Entries will be re-judged by an additional judge who will serve as a tiebreaker and who will evaluate tied Entries according to the criteria listed above. If following the re-judging the entries are still tied, the Entry that received the highest score for “Demonstrated contribution Nominee has made to their local community”, as determined by the qualified judges in their sole discretion will be deemed a winner (subject to verification) from among the

tied Entries. The decisions of the judges will be final and binding on all matters relating to the Contest. The chances of winning depend on the relative skill of the Nominators and the number of eligible Entries received during the Contest Entry Period. Potential winners (both Nominators and their respective Nominees) are not actual winners until their eligibility has been verified, and it is determined to Sponsor's satisfaction that they have complied with all terms and conditions of these Official Rules.

5. PRIZES (50): There are fifty (50) Prizes available. Prizes will only be awarded to winning and confirmed Nominees: Each winning Nominee ("Winner") will receive a new Mazda MX-5 Miata 100th Anniversary Special Edition ("Prize Vehicle"), plus \$12,997 cash (awarded in the form of a check) intended to be used towards taxes, and a dealership credit of up to \$3,575 towards sales tax, license, and registration fees (together, "Prize"). Approximate vehicle retail value ("ARV"): \$35,750. Total of Each Prize Value: up to \$52,322. Winners may be given the option of trading in the \$35,750 ARV of the Prize Vehicle and using it towards the purchase of a 2021 Mazda CX-5 of equal or lesser value or donating \$35,750 to a charitable organization of their choosing (subject to Sponsor approval). If a winner elects to trade in the \$35,750 ARV of the Prize Vehicle and use it towards the purchase of a 2021 Mazda CX-5 of equal or lesser value or donate to a charitable organization, such winner will still receive \$12,997 cash (awarded in the form of a check). Prize Vehicle will either be made available for pickup from a Mazda dealership in Winner's general area or Sponsor, at their discretion, may make arrangements for delivery of Prize Vehicle to Winner's home or place of work. Winner will be responsible for title, license, and registration costs at time of Prize Vehicle delivery. The depiction of the Prize Vehicle in any advertising or promotional materials may not reflect the actual vehicle to be delivered to the Winner. Sponsor will determine all features of Prize Vehicle, including, but not limited to, color of exterior and interior, and all other features or upgrades. Winner must provide their valid U.S. driver's license and proof of legally required insurance at time of Prize Vehicle delivery. If applicable, Winners must take delivery of Prize Vehicle from the automobile dealership designated by Sponsor. Sponsor shall not be responsible for delays in delivery of Prize Vehicle, and delivery is subject to availability. Sponsor reserves the right, at its discretion, to substitute the Prize Vehicle for one of comparable or greater value. No transfer, assignment, cash redemption (except as provided herein), or substitution of a Prize or portion thereof is permitted, except by Sponsor, who reserves the right to substitute Prize for a prize of comparable or greater value, in Sponsor's sole discretion. All Prize details are in Sponsor's sole discretion. In no event, shall Sponsor's prize liability exceed the stated ARV of the Prize. Limit one (1) Prize per person. Total Value of all Prizes Awarded in this Contest: up to \$2,616,100.

6. POTENTIAL WINNING NOMINATOR AND NOMINEE NOTIFICATIONS: Potential winning Nominators and their Nominees will be notified on or about October 29, 2020 by the Administrator via the email addresses and phone numbers provided at time of entry, and both potential winning Nominators and their Nominees must each execute and return an affidavit of eligibility, a liability release and, unless prohibited by law, a publicity release, and any other documents required by Sponsor (collectively, the "Prize Claim Documents"), within three (3) days of date of issuance specified in the email notifications. **In order for a Nominee to receive a Prize, both the potential winning Nominator and Nominee (if different) must execute and return the Prize Claim Documents and both potential winning Nominator and Nominee's eligibility must be verified.** If either the potential winning Nominator or Nominee fails to comply with these Official Rules, or is otherwise deemed ineligible by Sponsor or Administrator, then the Nominee will not receive a Prize, and the Entry that received the next highest score from the Judges (see Rule 4) will be deemed a potential winner. **Nominators and Nominees are subject to a criminal background check and Sponsor, in its sole and absolute discretion,**

reserves the right to disqualify any Nominator and his/her Nominee if it is revealed that he/she/they have been convicted of a felony or any crime of moral turpitude or if Sponsor determines, in its sole discretion, that the story told in the Video is untrue or if awarding the prize to such individual may reflect unfavorably on the Contest or Sponsor. If a potential winning Nominator or Nominee is at least 18 years of age but considered a minor in his/her jurisdiction of residence, such minor's parent or legal guardian must execute the Prize Claim Documents on minor's behalf. Failure to return the documents listed above or reply to the email and/or phone call with the requested information, within the specified time-period, the return of any notification as undeliverable, noncompliance with these Official Rules, or Sponsor's inability to contact a potential winning Nominator or Nominee within a reasonable time-period may result in forfeiture of potential winning Nominator or Nominee status and, at Sponsor's sole discretion, the Entry that received the next highest score from the Judges may be deemed a potential winner. No messages will be left on answering machines or voice mail systems. Administrator is not responsible for technical difficulties with internet servers or other telecommunications systems beyond its control. **If a potential winning Nominator and Nominee are confirmed as Official Winners, they may be announced on Good Morning America and/or in other media as determined by Sponsor in its sole discretion. Official Winners who are not announced publicly will receive email confirmation that they have been confirmed as an Official Winner on or after December 2, 2020.**

Please Note: As a condition of participating in the Contest or receiving any prize, selected Nominators and their Nominees must agree to be recorded on video, interviewed, and/or photographed at the time the prize is awarded or for additional publicity required by Sponsor. Any video, interview, and/or photographs taken by the Sponsor or Sponsor's representatives, may be featured on local and national media and may be used by the Sponsor without further notice for advertising and marketing purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, except where prohibited by law.

7. TERMS AND CONDITIONS: By participating in the Contest, Nominators agree to abide by and be bound by these Official Rules, Sponsor's Privacy Policy (<https://www.mazdausa.com/site/privacy>) and by the decisions of the Administrator and Sponsor, which shall be final and binding in all respects. By participating in the Contest, Nominators and their Nominees agree: (a) that Released Parties will have no liability whatsoever for any injuries, losses, harm, damage, cost, or expense, including, without limitation, any personal injury, arising from or in connection with participation in the Contest; (b) under no circumstances will Nominator be permitted to obtain awards for, and Nominator hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. If your Entry is selected as a winner, you and your Nominee's information may be included in a publicly available winners list. **CAUTION: ANY ATTEMPT BY A NOMINATOR TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST OR WEBSITE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH NOMINATOR AND SEEK DAMAGES FROM ANY SUCH NOMINATOR TO THE FULLEST EXTENT PERMITTED BY LAW.** By accepting a

prize, Nominees agree to release the Released Parties and hold them harmless from any and all liability whatsoever for any injuries, losses, harm, damage, cost, and/or expenses whatsoever (including without limitation, all attorneys' fees and court costs incurred) arising from or in connection with participation in the Contest or the awarding, receipt, possession, use, or misuse of a Prize. Participation in the Contest will further constitute and signify Nominator and Nominee (or their parent/legal guardian if 18 but considered a minor in their jurisdiction of residence) agreement and consent that Sponsor and/or Sponsor's assignees may use the Nominator's and respective Nominee's name, likeness and/or biographical information in any media worldwide without limitation for promotional purposes without further compensation. If, for any reason, the Contest is not capable of running as planned by any cause, including fraud, computer virus and electronic, network, computer or other technical malfunctions, which, in the sole opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, terminate, modify or suspend the Contest and, if terminated, at Sponsor's discretion, to judge and determine winners from among all eligible, non-suspect Entries received up to time of such action or as otherwise deemed fair and equitable by Sponsor. No more than the stated number of winners in these Official Rules will be awarded.

8. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE NOMINATOR'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE CONTEST, EACH NOMINATOR AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE

LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, NOMINATOR WILL NOT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND NOMINATOR HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) NOMINATOR'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND NOMINATOR IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO EVERY NOMINATOR.

By participating in the Contest, Nominators agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Nominator's rights and obligations, or the rights and obligations of the Sponsor with respect to the Contest, shall be governed by, and construed in accordance with, the laws of State of California without giving effect to any choice of law or conflict of law rules. By participating in the Contest, Nominator consents to the jurisdiction and venue of the federal, state and local courts located in Orange County, California. In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Contest-related materials or made by any representative of Sponsor, these Official Rules shall prevail, govern and control.

9. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. NAMES OF WINNERS: For the names of the winners, available after December 2, 2020, send a self-addressed, business-size envelope with proper postage affixed by February 2, 2021 to: Mazda Heroes Contest Winners, 5550 Touhy Ave, Suite 403, Skokie, IL 60077.

11. SPONSOR: Mazda Motor of America, Inc., Attn: Marketing Department, 200 Spectrum Center Drive, Irvine, CA 92618

12. ADMINISTRATOR : Promotion Activators Management LLC, 5550 Touhy Ave, Suite 403, Skokie, IL 60077