

Mazda Be-Moved Test Drive Program

Terms and Conditions

NO PURCHASE NECESSARY TO PARTICIPATE: Participation in this Program does not require the driver or any passenger(s) to make a purchase.

OVERVIEW: The Mazda Be-Moved Test Drive is a program (“**Program**”) is an event sponsored by Mazda Motor of America, Inc. (“**Sponsor**”) and held at select California area participating public high schools (each an “**Event**”). The Program is designed to allow parents as well as students who are at least 18 years of age to test drive select Mazda vehicles. For each completed Test-Drive (defined below), Sponsor will donate USD\$50.00 directly to the host public high school at which the Event is held, up to a maximum total donation amount of USD\$10,000 per school. Donation does not give rise to a tax-deductible event for the driver.

ELIGIBILITY: The Program is open only to legal U.S. residents 18 years of age or older with proof of a valid U.S. driver’s license who register for the Program, agree to these Terms and Conditions (including the Privacy Policy) and have signed Sponsor’s Release of Claims and Waivers; Media Rights Release Agreement (“**Participant(s)**”). Employees, officers, directors, contractors, agents and representatives of Sponsor, promotion agencies and individuals/entities engaged or involved in the execution or implementation of the Program and/or an(y) Event, and their immediate family members (spouse, partner, siblings, children and parents including foster and step-relations) and/or those living in their same household (whether or not related) are not eligible to participate in the Program.

TEST-DRIVE TERMS: For purposes of this Program, a qualifying test-drive means(a) a Participant personally test-driving the vehicle with a Sponsor representative riding along or (b) a Participant riding-along as a passenger with a Sponsor representative driving, in each case in the designated Mazda vehicle for at 5 minutes (each a “**Test-Drive**”). Minors who are at least 14 years of age and no longer require a booster seat in accordance with California vehicle safety laws may be permitted to ride-along subject to their parent’s or legal guardian’s signed Waiver on behalf of their minor. Sponsor will make a Donation for each Test-Drive by a Participant. If an otherwise eligible, registered Participant is prevented from engaging in a Test-Drive due to health, incapacity or other extenuating circumstances, in Sponsor’s sole and absolute discretion, completing a comprehensive walk-around of the vehicle may qualify as a Test-Drive for purposes of a Donation.

DONATION TERMS: Limit one (1) Test-Drive per Participant, regardless of whether they drive, ride-along or walk-around. Limit one (1) \$50 donation per qualifying Participant. Participants may also choose to ride as passengers in a Test-Drive in which case Sponsor will make a

donation for each Participant in the vehicle (including any Participant driver) per Test-Drive up to a maximum of four (4) - \$50 donations. The maximum Donation amount by Sponsor per Event (regardless of the number of days held or Test Drives) is USD\$10,000, per school.

EVENTS: Events are anticipated but not guaranteed to be approx. five (5) hours in duration. Test-drive opportunities are anticipated but not guaranteed to be approx. ____ minutes, are limited per Event, and are available only while supplies last to Participants who qualify. Vehicles used for test-drives will be selected by Sponsor. Sponsor reserves the right to perform a breathalyzer test to participants as a qualification to participate in a vehicle Test-Drive.

Privacy: Sponsor endeavors to collect the minimum personal information necessary to run the Program. Your personal information will be handled in accordance with Sponsor's Privacy Policy published at <https://www.mazdausa.com/site/privacy> ("Privacy Policy"). By participating, you agree to the terms of the Privacy Policy.

GENERAL PROGRAM RULES: Participation in a test-drive is non-transferable, non-assignable and is valid for the registered Participant for the specified Event only. Sponsor is not responsible for inaccurate, incomplete, misdirected (including into spam/junk folders), invalid information nor for the inability or failure to capture or use any information. Sponsor in its sole discretion reserves the right to terminate or modify the Program or any Event at any time including due to bad weather or unsafe conditions. Sponsor and/or Sponsor's representatives may also accept or decline participation to anyone at an Event or in a Test-Drive in its absolute discretion including for failure to comply with CA vehicle safety laws, missing or inaccurate identity information, inappropriate behavior or any conduct by a person deemed to create unsafe driving conditions.

Sponsor further reserves the right to cancel any Test-Drive in progress or disqualify any individual from participation in any element of the Program and forfeit any related Donation, if applicable. Without limiting the foregoing, if a Participant or any companion is for any reason unpleasant, nasty, rude, unsportsmanlike or acts in a threatening, disturbing or inappropriate manner or whose conduct is not otherwise befitting the family-friendly spirit of this Program, Sponsor reserves the absolute right to immediately eject Participant and offending person(s) from the Event and forfeit any related Donation, if applicable.