

Electric Taxi Pilot Program Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Electric Taxi Pilot Program (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are qualified taxi drivers ("Owner-Drivers") or taxi fleet operators ("Fleet Operators") who have completed by November 30, 2011 the online application to participate in the Electric Taxi Pilot Program and meet all of the eligibility requirements listed on the New York City Taxi & Limousine Commission website (www.nyc.gov/taxi). This Sweepstakes includes two independent Sweepstakes: one (1) for Owner-Drivers and one (1) for Fleet Operators (both terms defined below). Employees of Nissan North America, Inc. and its subsidiaries and assignees, Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, participating Nissan Dealerships, New York City Taxi & Limousine Commission ("TLC"), City of New York, ePrize, LLC, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Nissan North America, Inc., One Nissan Way, Franklin, TN 37067.
Administrator: ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on February 1, 2012 at 12:00 a.m. Eastern Time ("ET") and ends on February 15, 2012 at 11:59 p.m. ET (the "Promotion Period"). On February 1, 2012 Sponsor will contact eligible entrants (as defined by Industry Notice #11-26 that lists eligibility requirements) and request that each confirm continued interest in participation in this Sweepstakes and agreement with these Official Rules. Entrants that confirm such agreement by email no later than February 10, 2012 at 11:59 p.m. ET will be included in the random drawing.

4. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries, on or around February 15, 2012. Sponsor will contact the potential winners by phone and/or email on or around this date.

5. Winner Requirements: Receiving a prize is contingent upon compliance with these Official Rules. All potential winners will need to (1) submit a Nissan Motor Acceptance Corporation lease application and be approved as determined by Sponsor in its sole discretion, (2) demonstrate the ability to have insurance coverage of \$1 million dollars combined single limit coverage naming Nissan North America, Inc., Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, TLC and New York City as additional insureds and loss payees, and (3) agree to an inspection of his/her residence (if Owner-Driver) or Fleet Garage (if Fleet Operator) to confirm that their residence or garage is suitable for the charging station. Potential winners must provide the above listed documents to Sponsor no later than February 28, 2012. Potential winners must also make themselves available for an inspection of their residence or Fleet garage no later than February 28, 2012. Failure to meet these time requirements may result in forfeiture of the prize. Upon Sponsor's confirmation that each potential winner has met the credit requirement, demonstrated the

insurance coverage, and that their residence or garage is suitable for the installation of the charging station, potential winners will be required to sign prize acceptance documents.

Each potential Owner-Driver winner will be required to sign and return the following documents: (1) Nissan Motor Acceptance Corporation Lease Agreement, (2) Driver Affidavit of Eligibility, Participation Agreement and Release, (3) a W-9 form, and (4) Driver Acknowledgment of Receipt of Vehicle Lease which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize.

Each potential Fleet Operator winner will be required to sign and return the following documents: (1) Nissan Motor Acceptance Corporation Lease Agreement, (2) Fleet Operator Acknowledgement of Receipt of Vehicle Leases, (3) a W-9 form and (4) Participation Agreement, Affidavit of Eligibility and Release. Sponsor will select and/or approve Fleet Drivers for each winning Fleet Operator based on the eligibility requirements. Selected Fleet Drivers will be required to sign the Driver Affidavit of Eligibility and Release. All of these documents must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent in order to claim the prize.

If any potential winner cannot be contacted, does not meet credit, insurance or charger installation requirements, fails to sign and return the required documentation within the stated time period, or does not comply with these Official Rules, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain unawarded. Prizes will be fulfilled no later than June 30, 2012.

6. Prizes: TWO (2) OWNER-DRIVER PRIZES: A 12-month lease of a Nissan LEAF SL model #17211 vehicle to be used in the New York City Nissan LEAF Electric Taxi Pilot Program and a SAE J1772 compliant EVSE (Level II) charging station installed at Owner-Driver's residence. Installation costs of up to \$3,000 will also be included. Approximate Retail Value ("ARV"): \$ 16,450

TWO (2) FLEET OWNER PRIZES: A 12-month lease of two (2) Nissan LEAF SL model #17211 vehicles, each to be used in the New York City Nissan LEAF Electric Taxi Pilot Program and a Level II charging station with two (2) charging heads. Installation costs of up to \$3,000 will also be included. ARV: \$ 29,000

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use, and charger installation costs exceeding \$3,000. Limit: One (1) prize per person.

7. Release: By receipt of any prize, winners agree to release and hold harmless the Sponsor, Sponsor's assignees, Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, participating Nissan Dealerships, TLC, City of New York, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each

winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, personal identifying information, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law

rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Winner List: For a winner list, visit www.nyc.gov/taxi. The winner list will be posted after winner confirmation is complete.

© 2012 ePrize, LLC. All rights reserved.