

MERCEDES-BENZ UK LIMITED

smart Social Promotion - #smartparade 2015

OFFICIAL TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS NOT PROMOTED BY, ASSOCIATED WITH OR ENDORSED BY TWITTER OR FACEBOOK.

AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED.

The Promoter is Pulse, Abbott Mead Vickers BBDO, Bankside 3, 90 Southwark Street, London, SE1 0SW (the “**Promoter**”)

BY ENTERING THE PROMOTION (“PROMOTION”), YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. PLEASE READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1) ELIGIBILITY: To participate in the Promotion, eligible entrants must be legal residents residing in one (1) of England, Wales, Scotland, or Northern Ireland (“the **United Kingdom**”). The promotion is void where restricted, taxed or prohibited by law. Employees, officers and directors of: (a) Mercedes-Benz UK Limited, (“**MBUK**” or “**Sponsor**”) and its parent companies, subsidiaries, affiliates and partners, (b) authorised Mercedes-Benz Retailers and their employees, (c) affiliates, sales representatives, distributors, and promotion and other vendor agencies involved in this promotion and each of their respective affiliates (the “**Released Parties**”), and the household and immediate family members (spouse, child, parent, sibling) of all such employees/officers/directors, are NOT eligible to enter or win. The promotion is subject to all local laws and regulations.

2) PROMOTION AND ENTRY PERIODS: The smart promotion begins on the first Entry Period of the promotion period (the “**Promotion Period**”) as per the Schedule below. Each respective period will close at the last Entry Period on the Schedule below:

| Parade destination | Date | Promotion open | Promotion Closes |
|---------------------------|----------------------------|---------------------------------|---|
| Birmingham | 4 th July, 2015 | 9am, 4 th July, 2015 | On Twitter: ‘Competition closed’ tweet and post (from @smartuk on 4th July) On Facebook: ‘Competition closed’ Facebook Comment (from ‘smart’ Facebook page on 4th July). |
| Manchester | 5 th July, 2015 | 9am, 5 th July, 2015 | On Twitter: ‘Competition closed’ tweet and post (from @smartuk on 5th July) On Facebook: ‘Competition closed’ Facebook Comment (from ‘smart’ Facebook page on 5th July) |

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|-----------|-----------------------------|----------------------------------|--|
| Cardiff | 11 th July, 2015 | 9am, 11 th July, 2015 | On Twitter: 'Competition closed' tweet and post (from @smartuk on 11th July) On Facebook: 'Competition closed' Facebook Comment (from 'smart' Facebook page on 11th July) |
| Bristol | 12 th July, 2015 | 9am, 12 th July, 2015 | On Twitter: 'Competition closed' tweet and post (from @smartuk on 12th July) On Facebook: 'Competition closed' Facebook Comment (from 'smart' Facebook page on 12th July) |
| Leeds | 17 th July, 2015 | 9am, 17 th July, 2015 | On Twitter: 'Competition closed' tweet and post (from @smartuk on 17th July) On Facebook: 'Competition closed' Facebook Comment (from 'smart' Facebook page on 17th July) |
| Newcastle | 18 th July, 2015 | 9am, 18 th July, 2015 | On Twitter: 'Competition closed' tweet and post (from @smartuk on 18th July) On Facebook: 'Competition closed' Facebook Comment (from 'smart' Facebook page on 18th July) |
| Edinburgh | 19 th July, 2015 | 9am, 19 th July, 2015 | On Twitter: 'Competition closed' tweet and post (from @smartuk on 19th July) On Facebook: 'Competition closed' Facebook Comment (from 'smart' Facebook page on 19th July) |

3) HOW TO ENTER: By participating in the promotion, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Promoter, including the interpretation of these Official Rules and Promoter's exercise of discretion, which will be final and binding in all respects. During the 'Promotion Period' the *smart* cars will be at the Locations specified above and users can enter the promotion via Twitter or Facebook. You may enter the promotion in the following manner:

(i) To enter on Twitter: To qualify for the promotion entrants need to tweet an image of a *smart* car from the *smart* parade and share on Twitter using hashtag #smartparadeBHM (for Birmingham parade), #smartparadeMAN (for Manchester parade), #smartparadeCDF (for Cardiff parade), #smartparadeBST (for Bristol parade), #smartparadeLDS (for Leeds parade), #smartparadeNCL (for Newcastle parade) and #smartparadeEDI (for Edinburgh parade). They will need to tweet within the 'Promotion Period' stated above. Tweets that are posted outside of these periods shall not be treated as entries.

(ii) To enter on Facebook: Entrants need to comment with their image of a smart car from the smart parade on the competition announcement post.

You must have a valid Twitter/Facebook account to enter the promotion. All entries must be received during the Promotion Period. Entries are only accepted via the method described. The entry should not be insulting, defamatory, xenophobic, revisionist or infringing honour or reputation of another; the entry should not encourage discrimination, hatred toward a person or a group of persons because of their origin, their belonging or non-belonging to an ethnicity, a nation, a sexual orientation, a race or a religion.

Information collected from entrant via Twitter or Facebook will only be used for email marketing purposes if entrant consents to use in such manner. The use of automated devices to enter this promotion is prohibited. Any attempt by any person to submit multiple entries by using multiple/different Twitter or Facebook accounts or any other methods will void all entries submitted by that person over the Entry Period and that person will be disqualified from the promotion. The Released Parties assume no responsibility for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur. All entries become the Promotor's property and will not be returned.

4) PRIZES: Prize is a personalised designed *smart* UK frame placed around the photograph supplied by the entrant for entry. This will be allocated by a first 30 entrants meeting the above criteria. There will be 30 framed photos to give away for each city (210 in total) during the Total Promotion Period.

5) PARTICIPANT SELECTION: Participants will be selected on a 'first 30 people to enter' basis on each day of the promotion (first 15 on Facebook, first 15 on Twitter). Due to the real time nature of social media there will be multiple promotions during the day (between "Entry Period" outlined above). 30 Participants will be selected during the "Promotion Period" for each city.

6) PRIZE NOTIFICATION: The Participants will be contacted via Twitter or Facebook, depending on their chosen entry:

(i) Prize Notification on Twitter: The promotion is open during the times outlined above. Participants will be tweeted their smart edited picture from the @smartcarUK account Twitter account.

(ii) Prize notification on Facebook: smart will comment or reply back to the Participants with the designed, framed image from the smart Facebook announcement post.

a) Publicity Release: Subject to applicable law, Participants irrevocably grant to Sponsor the right to edit, use and publish his/her Entry Photo, proper name, town/city and county of residence, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Participants regarding the promotion or Sponsor online and in print and in any other media now known or hereafter developed, worldwide, in perpetuity, in connection with the promotion and for advertising and promotional purposes, without additional compensation or notification. Acceptance of a prize constitutes permission for Sponsor to use Participant's and guest's names and likenesses for advertising and promotional purposes in any and all media now known or hereafter developed, worldwide, in perpetuity, without additional compensation or notification.

7) ADDITIONAL TERMS: By entering, each entrant agrees to accept and abide by the Official Rules of this promotion and agrees that any dispute with regard to the conduct of this promotion, rule interpretation, or award of prize, shall be resolved by Promoter, whose decision shall be binding and final.

By entering the promotion, each entrant and the promotion shall release, indemnify and hold harmless the Released Parties, Sponsor and Promoter from and against any liability, loss, damage, cost, and expense that the Released Parties, Sponsor and Promoter may suffer as a result of any claims, suits, demands, actions, causes of action ("**Claims**"), penalties, expenses, or costs, including reasonable legal

fees (“**Losses**”), whether foreseen or unforeseen, that may be made or had against the Released Parties, Sponsor and Promoter arising from or in connection with the promotion, including all such Claims and Losses arising from: 1) any prizes won; 2) the negligence, reckless acts, and/or intentional or wilful misconduct by entrants and/or Participant’s 3) any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract.

In no event will the Released Parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the promotion, downloading from and/or printing material downloaded from any websites associates with the promotion. In no event shall the Released Parties’ total liability to you for all damages, losses, or causes of action exceed £50. Without limiting the foregoing, this promotion and all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

As a condition of entering the promotion, Participants give consent for Promoter to obtain and deliver his/her name, address, and other information to third parties for the purpose of administering this promotion and complying with applicable laws, regulations, and rules. Any information entrants provide to Promoter may be used to communicate with entrant in relation to this promotion or on a promotion Participant’s list.

Promoter or Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the promotion, or in the announcement of prizes.

In the event Promoter or Sponsor is prevented from continuing with this promotion, or the integrity and/or feasibility of the promotion is undermined by any event including, but not limited to: fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any national or local law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s or Promoter’s control (each a “Force Majeure” event or occurrence), Sponsor or Promoter shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the promotion without further obligation and, if so, Promoter reserves the right, but not the obligation, to award the prize to an entrant selected from among all valid and eligible entries received up to the time of such Force Majeure event.

Promoter, in its sole discretion, reserves the right to modify, change, alter, and/or delete any and all terms, conditions and rules regarding: 1) the promotion; 2) participation in the promotion; and 3) the nature, level, value, frequency, and amount of the Prizes, at any time prior to the conclusion of the Promotion Period.

The Promoter reserves the right to disqualify any entrant or participant who has provided false or misleading information and/or has breached the official Rules of the promotion.

8) COMPUTERISED ONLINE REGISTRATION: This promotion is intended for viewing in the United Kingdom only and shall be construed and evaluated according to English Law. Do not enter this promotion if you are not located in the United Kingdom or if you are not a legal resident of it. Promoter reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. If for any reason, the computerised entry portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the control of Promoter which corrupt or affect the administration,

security, fairness, integrity, or proper conduct of this promotion, then Promoter reserves the right to cancel, terminate, modify, or suspend the promotion without notice or further obligation. Each entry must be manually key-stroked and manually entered by the individual entrant. Repetitive automated electronic submission of entries is specifically prohibited, and any such entries will be disqualified.

Entries will be deemed made by the authorised account holder of the Twitter account submitted at the time of entry. "Authorised account holder" is defined as the natural person who is assigned to a Twitter account. In the event of a dispute, the potential Participant may be required to provide proof that he/she is the authorised account holder of the identified Twitter account, and Promoter's decision will be final. Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, including any error that may result in an erroneous appearance of qualification for a prize. Promoter is not responsible for any problem or technical malfunction of any computer equipment or software that results in loss of entry. Promoter may prohibit an entrant from participating in the promotion or winning the Grand Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the promotion by cheating, hacking, deception or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Promoter representatives. Warning: any attempt by any person to deliberately damage any computerised site or undermine the legitimate operation of the promotion is a violation of criminal and civil laws and should such attempt be made, Sponsor and Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law.

9) DISPUTES; GOVERNING LAW. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the promotion. These Official Rules and the interpretation of its terms shall be governed by and construed in accordance with the laws of England without regard to its conflicts of laws rules.

10) PRIVACY: Trust is a cornerstone of Mercedes-Benz's corporate mission and the success of Mercedes-Benz's business depends on it. Mercedes-Benz is committed to maintaining your trust by protecting personal information it collects about you. Information collected from entrants is subject to Mercedes-Benz's Privacy Policy, which can be found at: http://www2.mercedes-benz.co.uk/content/unitedkingdom/mpc/mpc_unitedkingdom_website/en/home_mpc/privacy_statement.ngrb.html. By entering the promotion, each entrant hereby agrees to Mercedes-Benz's collection and usage of his/her personal information and acknowledges that he/she has read and accepted the terms of Sponsor's privacy policy.