

## **Buy Now Anytime, Anywhere! Campaign Terms & Conditions**

**1. Eligibility:** Campaign is open to:

- a. Selected Buy Now target countries (please refer to the last page for the list of countries)
- b. Those with a verified BE FORWARD account (a BEFORWARD account is required to be able to use the Buy Now service)
- c. Those who used Buy Now feature to reserve and make payment for a vehicle(s) during the campaign period.

**2. Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of BE FORWARD, as final and binding as it relates to the content.

**3. Campaign Period:** The campaign starts on April 9<sup>th</sup> 2020, 11:00AM Japan Standard Time (JST), and ends on May 11<sup>th</sup> 2020, 11:59PM Japan Standard Time (JST).

**4. How to Enter:**

- a. During the campaign period, use the Buy Now feature to reserve a vehicle via issuing a Proforma Invoice (PI), and then,
- b. Complete the payment also within the campaign period stated above. One Buy Now Proforma Invoice with completed (full) payment is equivalent to one entry.

Please note that:

- Buy Now feature is only available for selected countries (please refer to the last page for the list of countries)
- Entrants need to log-in to their verified BE FORWARD Account to be able to use the Buy Now feature. If entrants don't have an existing BE FORWARD Account, they can sign-up for a new account

**5. Entries:** Individuals may use the Buy Now feature multiple times to enter the campaign for more chances of winning.

**6. Prizes:** One winner will be selected to receive the Grand Prize of 2,000 BF Points. 2 winners will be selected to receive the 2nd Prize of 500 BF Points each, and 10 winners will be selected to receive the 3rd Prize of 200 BF Points each.

BF Points cannot be exchanged for cash and cannot be used for import duties, taxes and handling fees. 1 BF Point is equivalent to \$1 US Dollar. BF Points can only be redeemed with available items on <https://www.beforward.jp>, <https://autoparts.beforward.jp> or <https://store.beforward.jp>. Unredeemed Points will automatically expire after one (1) year from the date when points are awarded.

**7. Winner selection and notification:** Winners of the Campaign will be selected in a random drawing under the supervision of BE FORWARD. Winners will be notified via the registered email address used to reserve and pay for the Buy Now vehicle/s. Winners will be notified about two (2) weeks after the end of the campaign.

BE FORWARD shall have no liability for the winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within a specified period required by BE FORWARD on the notification email or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternative winner will be selected.

The receipt by winners of the prize offered in this Campaign is conditioned upon compliance with any and all laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT BE FORWARD'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this campaign you understand that BE FORWARD, anyone acting on behalf of BE FORWARD, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's information for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** This campaign cannot be combined with other campaigns (unless permitted by BE FORWARD), and is subject to all applicable federal, state and local laws and regulations. Void where prohibited. BE FORWARD reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Campaign should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Campaign. In such case, BE FORWARD may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by BE FORWARD. BE FORWARD reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the campaign may be a violation of criminal and civil laws and should such an attempt be made, BE FORWARD reserves the right to seek damages from any such person to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering you agree to release and hold harmless BE FORWARD and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS CAMPAIGN IS GOVERNED BY THE LAWS OF JAPAN WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Tokyo, Japan having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign), and participant further waives all rights to have damages multiplied or increased.

**12. Sponsor:** The sponsor of the Campaign is:

BE FORWARD CO., LTD.  
4-6-1 Fuda Chofu-City, Tokyo 182-0024 Japan  
Tel.: +81 42 440 3440  
FAX: +81 42 440 3450  
Email: [top@beforward.jp](mailto:top@beforward.jp)

**LIST OF BUY NOW TARGET COUNTRIES**

No.	Country	No.	Country	No.	Country
1	Aruba	30	Burundi	59	Angola
2	Australia	31	D.R.Congo	60	Antigua and Barbuda
3	Barbados	32	Finland	61	Djibouti
4	Bermuda	33	France	62	Swaziland
5	Canada	34	Grenada	63	British Virgin Islands
6	Cayman Islands	35	Guatemala	64	New Caledonia
7	Cyprus	36	Lesotho	65	Oman
8	Commonwealth of Dominica	37	Madagascar	66	Panama
9	Germany	38	Malawi	67	Saudi Arabia
10	Ghana	39	Micronesia	68	Senegal
11	Guyana	40	Montserrat	69	Turks And Caicos Islands
12	Haiti	41	Mozambique	70	Vanuatu
13	Hong Kong	42	Netherlands Antilles	71	Ethiopia
14	Ireland	43	Norway	72	Republic of Guinea-Bissau
15	Jamaica	44	Palau	73	Italy
16	Kenya	45	Papua New Guinea	74	Nauru
17	Netherlands	46	Rwanda	75	Poland
18	New Zealand	47	Samoa	76	Niger
19	Nigeria	48	Solomon Islands	77	Ukraine
20	Saint Kitts And Nevis	49	South Sudan	78	Marshall Islands
21	Spain	50	St.Lucia	79	Niue
22	Suriname	51	St.Vincent	80	Comoros
23	Sweden	52	Sudan	81	Cook Islands
24	Tanzania	53	Uganda	82	Saint Helena
25	Trinidad And Tobago	54	Zambia	83	Saba Island
26	United Kingdom	55	Zimbabwe	84	American Samoa
27	Anguilla	56	USA	85	Saint Eustatius
28	Bahamas	57	St.Maarten	86	Curacao/Netherlands Antilles
29	Botswana	58	Tonga		