## **Denver Region Toyota Dealers – 2016 Prius Giveaway Sweepstakes Official Rules**

## NO PURCHASE NECESSARY. A PURCHASE OR TEST DRIVE DOES NOT IMPROVE THE ODDS OF WINNING. VOID WHERE PROHIBITED.

- **1. HOW TO ENTER:** For a chance to win one (1) Grand Prize, a 2016 Toyota Prius, model 1223 (Approximate Retail Value \$25,260) in the Denver Region Toyota Dealer's "Denver 2016 Prius Giveaway Sweepstakes" (the "Promotion"), fill out an official entry form available at any participating Toyota Dealer. Official entry forms available while supplies last. Deposit your entry in the receptacle provided at any participating Denver Region Toyota Dealer no later than May 31, 2016. Alternatively, to receive one (1) entry without visiting a participating Toyota Dealer, hand print your complete name, address, email address and daytime phone number on a 3"x 5" piece of paper and mail in an envelope with sufficient postage affixed to: Denver 2016 Prius Giveaway Sweepstakes, P.O. Box 809004, Houston, TX 77280-9921. The Promotion starts May 1, 2016, and ends on May 31, 2016 ("Promotion Period"). Entries must be original. No mass or mechanically reproduced entries accepted. Mail-in entries must be postmarked by May 31, 2016, and received by June 14, 2016. No limit on mail-in entries, but only one entry per envelope and each envelope must be mailed separately.
- 2. DRAWING/ODDS OF WINNING: On or about June 20, 2016, a random drawing from among all eligible entries received will be conducted under the supervision of contest administrator The Service Center, Ltd., an independent administrator ("The Service Center"). The decisions of The Service Center are final with respect to all matters relating to this promotion and participants agree to be bound by these Official Rules. Odds of winning are dependent upon the number of eligible entries received. Any entry form, or mail-in entry received that is tampered with, illegible, mutilated, reproduced, contains printing or other errors, obtained where prohibited by law or was not obtained legitimately will be null and void. Toyota Motor Sales, U.S.A., Inc. ("Sponsor") and The Service Center are not responsible for lost, late, misdirected, incomplete, stolen or misplaced entries or the failure to forward entries to prize headquarters in time for random drawing. All entries become the property of the Sponsor.
- One Grand Prize will be awarded in this promotion: a 2016 Toyota Prius, Model #1223 3. PRIZE: Approximate Retail Value: \$25,260. Vehicle will be delivered with standard equipment. Accessories and/or equipment upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner will be notified by The Service Center on or about June 21, 2016 according to the contact information provided on the entry form. Winner will be required to sign and return an Affidavit of Eligibility and Release of Liability/Publicity, along with a copy of the winner's driver's license and proof of insurance within ten (10) days of prize notification. If the potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification is returned as undeliverable, the potential winner may be disqualified, in Sponsor or The Service Center's sole discretion. In the event that a potential winner is disqualified for any reason, Sponsor/The Service Center reserves the right to award the prize to an alternate entrant who will also be selected randomly, even if the disqualified potential winner's name may have been publicly announced. All prize claims are subject to verification. Prize will be delivered to and must be picked up at the Toyota Dealer where the winning entry has been presented or the closest Toyota Dealer to the winning entry's address, after receipt and verification of the forms. The Service Center will notify the winner when the prize is available for pick-up. The winner has one month to claim the prize after The Service Center's final notification, or an alternate winner will be selected until the prize is awarded. Winner is responsible for personal travel to and from designated dealership and any additional fees on Grand Prize including any local, state and federal taxes. Grand Prize winner will receive an IRS Form 1099 from Sponsor for the total ARV of Grand Prize. ARV is as of the date of printing of these Official Rules. Any difference in prize value as stated herein and value at the time of notification, if any, will not be awarded. Color, package, and options of automobile, and other prize specifics are subject to availability and at the sole discretion of Sponsor. Grand Prize winner is solely

responsible for any local, state, and federal taxes and any other fees and/or costs (including optional equipment, title, license, registration, and insurance), incurred in claiming, registering, or using the vehicle. Winner must reside in the U.S at time of delivery; have proof of insurance and a valid U.S. driver's license to take delivery of the vehicle. If winner does not provide such proof of a valid driver's license and proof of insurance prior to taking possession of the vehicle, winner forfeits the prize. The manufacturer's limited warranty shall apply to the prize awarded, and no other warranty, representation or guarantee is provided to winner in respect to the Grand Prize. If the Grand Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the Grand Prize with another prize of equal or greater value. Sponsor and The Service Center are not responsible for any change of email address, mailing address and/or telephone number of entrants. An unclaimed Grand Prize will not be awarded.

**4. GENERAL RULES:** The Promotion is open to legal residents of the 48 contiguous United States, except Florida, New York, and Rhode Island, who have reached the age of 18, and who are not considered to be minors in their primary state of residence (i.e., 19+ in Alabama and Nebraska), by May 1, 2016, and possess a valid U.S. driver's license. Void in Alaska, Hawaii, Florida, New York, Rhode Island, and where prohibited. Employees and family members (i.e., spouses, children, siblings, parents, and persons living in the same households, whether or not related) of Toyota Motor Sales, U.S.A. Inc. ("Sponsor"), GS Marketing, The Service Center, and each of their respective affiliates, subsidiaries, dealers, and advertising and promotional agencies or any organization involved with the production, execution or distribution of the Promotion are not eligible to participate in the Promotion. All federal, state and local laws and regulations apply. No assignment, transfer, or substitution of Prize, in whole or in part, is permitted, except at Sponsor's sole discretion. In no event will Sponsor be liable for more than the stated prize in Rule 3.

The winner grants Sponsor, and those acting under its authority, permission to use his/her name, likeness, voice, address (city and state) and statements and/or testimonials in all media, now or hereafter known, throughout the world in perpetuity, in any manner Sponsor deems appropriate without any further compensation, notification or permission to the respective entrant, unless prohibited by applicable law.

5. WAIVER AND RELEASE: By entering the Promotion, participants (i) agree to these Official Rules and the decisions of the Sponsor and The Service Center, which shall be final and binding in all matters relating to the Promotion; (ii) agree to release and hold harmless Toyota, GS Marketing, The Service Center, and each of their respective parent companies, subsidiaries, affiliates, agents, advertising and promotion agencies, distributors, retailers, and web development companies and any other companies participating in the design, administration or fulfillment of this Promotion, and the officers, governors, directors, agents, and employees of each of these entities (collectively, the "Released Parties") for personal injuries, death, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Promotion or acceptance of or use or inability to use prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

It is the entrant's responsibility to ensure that he/she has complied with all of the conditions contained in the Official Rules. The Released Parties shall not be responsible for any lost, late, misdirected, stolen, illegible, delayed, invalid, incomplete entries, or for any computer, online, telephone or technical malfunctions that may occur. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Promotion, or any technical or human error or negligence which may occur in the processing of submissions in the Promotion. The Released Parties assume no responsibility for any error, printing error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems, failures or technical malfunction of any

telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Released Parties are not responsible for any injury or damage to participants related to or resulting from participating in the Promotion.

If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of any of the Released Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and select winner from among all eligible, non-suspect entries received prior to the cancellation. Persons found tampering with or abusing any aspect of this Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Entrants acknowledge that the releases herein are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

- **6. ARBITRATION AND CHOICE OF LAW**: Except where prohibited by law, as a condition of participating in the Promotion, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with the Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest to entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of California, without regard to California's choice of law rules.
- **7. PRIVACY:** Information collected from entrants is subject to Sponsor's Privacy Policies (http://www.toyota.com/support/privacy-rights). To have your name removed from our mailing list, please write to us at: Denver 2016 Prius Giveaway Sweepstakes, P.O. Box 441827, Houston, TX 77244-1827.
- **8. WINNER'S LIST**: For the name of the winner, send a self-addressed stamped envelope after July 6, 2016, to Denver 2016 Prius Giveaway Sweepstakes Winners List, P.O. Box 441827, Houston, TX 77244-1827.

<b>9. SPONSOR:</b> The Avenue, Torrance, Ca	Promotion i alifornia 9050	s sponsored	by Toyota	Motor	Sales,	U.S.A.,	Inc.,	19001	South	Western
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