

# **2022 TOYOTA OWNERS TOURNAMENT TOYOTA 4RUNNER GIVEAWAY**

## **OFFICIAL RULES (“OFFICIAL RULES”)**

### **VOID OUTSIDE OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, OR WHERE OTHERWISE PROHIBITED BY LAW.**

- 1. ELIGIBILITY:** The 2022 Toyota Owners Tournament Toyota 4RUNNER Giveaway (the “Giveaway”) is open to legal residents of the continental United States, who are 18+ years of age at time of Entry, as defined below (“Entrant”). Eligible Entrant must also be a registered participant of the 2022 Toyota Bonus Bucks Owners Tournament, must compete in the 2022 Toyota Bonus Bucks Owners Tournament at Table Rock Lake, Ridgedale, MO, October 15-16, 2022, and must be present at the time of the drawing for the Toyota 4RUNNER, in order to be eligible to participate in the Giveaway. Employees of Toyota Motor Sales, U.S.A., Inc. (the “Sponsor”) or Dynamic Sponsorships, LLC (“Administrator”), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway.

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to be fully unconditionally bound by these Official Rules and represent and warrant that they meet the eligibility requirements set forth herein. The Giveaway is subject to all applicable federal, state, and local laws.

- 2. GIVEAWAY PERIOD:** Entries, as defined below, will be accepted starting on May 10, 2022 and ending October 15, 2022 at 5:00 PM (“Giveaway Period”). All Entries must be received by October 15, 2022 at 5:00 PM. All times are (GMT-05:00) Central Standard Time (US).

- 3. HOW TO ENTER:** Entrants are eligible to participate in the Giveaway by submitting and completing their team registration in the 2022 Toyota Bonus Bucks Owners Tournament and must also participate in the 2022 Toyota Bonus Bucks Owners Tournament, October 15-16, 2022; held at Table Rock Lake, Ridgedale, MO to be eligible. Registration for the 2022 Toyota Bonus Bucks Owners Tournament can be done online at <https://ownersevent.toyotatrucksbonusbucks.com> (an "Entry"). Entries must fulfill all Giveaway requirements, as specified, to be eligible for a chance to win. Must be present at the 2022 Toyota Bonus Bucks Owners Tournament during drawing to win. Entries that are not complete or do not adhere to the rules or specifications for this Giveaway, or the 2022 Toyota Bonus Bucks Owners Tournament rules, may be disqualified at the discretion of Sponsor and/or Administrator. One Entry per Entrant during the Giveaway Period. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If Entrant uses fraudulent methods or otherwise attempt to circumvent the rules Entrant's submission may be removed from eligibility at the discretion of Sponsor and/or Administrator.
- 4. ODDS OF WINNING THE PRIZE:** Odds of winning is dependent on the total number of eligible Entries received.
- 5. WINNER SELECTION AND NOTIFICATION:** Winner of the Giveaway will be selected in a random drawing by Administrator on October 15, 2022. ("Winner"). Winner will be notified in person at the 2022 Toyota Bonus Bucks Owners Tournament by Sponsor and/or Administrator. If the selected Winner is ineligible, or fails to be present at the 2022 Toyota Bonus Bucks Owners Tournament during the drawing, at the time award notification is made, Prize will be forfeited and an alternate winner selected. The receipt by

Winner of the Prize offered in this Giveaway is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT SPONSOR'S AND/OR ADMINISTRATOR'S DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATIONS AS WINNER OF THE GIVEAWAY AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**6. PRIZE:** The prize consists of the following elements (collectively, "Prize"):

A **MY 22 Toyota 4RUNNER TRD Pro** with a manufacturer's suggested retail price of **\$55,418** ("Vehicle Prize") as further described below:

**VEHICLE PRIZE:** The depiction of the Vehicle Prize in any advertising or promotional materials may not reflect the actual Vehicle Prize delivered to the Winner. Sponsor will determine all features of Vehicle Prize, including, but not limited to, color of exterior and interior. Any additional features or upgrades outside of what the Sponsor selects will be paid for by Winner. Winner must be a U.S. licensed driver and will be required to provide proof of valid U.S. driver's license and legally required insurance at time of delivery (or an alternative winner shall be selected if applicable and the original winner's rights to the Vehicle Prize shall be automatically forfeited). Sponsor is responsible for the applicable federal, state and local sales taxes due on the Vehicle Prize ARV prior to delivery to Winner and Winner's receipt and acceptance of the Vehicle Prize. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with Vehicle Prize as well as any taxes that may be due after Winner takes delivery of the Vehicle Prize. Sponsor and Administrator and each of their respective parents, subsidiaries and affiliated companies (the "Giveaway Entities") shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Vehicle Prize provided pursuant to the Giveaway and/or any person's participation in the Giveaway;

provided, however, that Sponsor shall be solely responsible for any express-written limited warranties specifically set forth in the applicable Owner's Guide for the Vehicle Prize. Winner must take delivery of Vehicle Prize from the automobile dealership designated by Sponsor. Sponsor shall not be responsible for delays in delivery of the Vehicle Prize, and delivery is subject to availability. Sponsor, however, shall use all reasonable efforts, subject to availability, to deliver the Vehicle Prize within one hundred eighty (180) days of completion of verification process. The Winner shall bear all risk of loss or damage to the Vehicle Prize after it has been delivered to the specified delivery site. The Winner must personally retrieve the Vehicle Prize within thirty (30) days of written notification of delivery. Vehicle Prize is non-transferable and no substitution or cash equivalent is allowed except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Vehicle Prize for one of comparable or greater value, at its sole discretion. Winner is responsible for costs and fees associated with Vehicle Prize receipt and/or use not specified herein as being awarded.

**7. WINNER CONDUCT:** Winner shall conduct themselves at the 2022 Toyota Bonus Bucks Owners Tournament ("Tournament") and all related activities with due regard to the public events and morals. They shall not, during the 2022 Toyota Bonus Bucks Owners Tournament event acceptance and participation, commit an offense involving moral turpitude under local laws or ordinances. Winner shall not commit any act that will tend to degrade the Giveaway Entities in society or bring the Giveaway Entities into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency or incite prejudice. In the event the Winner engages in behavior that (as determined by Giveaway Entities in their discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, the

Giveaway Entities reserve the right to terminate the Prize or other participation Prize acceptance early and send the Winner home with no further obligation. If the Tournament is cancelled or postponed for any reason, Sponsor / Administrator reserves the right, in its sole discretion, to change the dates of the Giveaway and awarding of the Prize to accommodate an alternate Tournament date, if applicable. Winner agrees to participate in the Giveaway at their own risk. Giveaway Entities will not replace any lost or stolen items relating to the Prize Package. Any costs of accepting and using the Prize Package exceeding the allowance provided herein shall be the sole responsibility of Winner. For the avoidance of doubt, Winner shall be solely responsible for all costs, expenses, and incidentals associated with Prize Package acceptance and use, including, but not limited to, ground transportation, meals, beverages, gratuities, insurance, taxes, and any other expenses not specifically mentioned as being included. If any element of the Prize cannot be awarded due to circumstances beyond the control of the Sponsor and Administrator, substitute Prize element(s) of equal or greater retail value may be awarded at the discretion of Sponsor and/or Administrator. The Giveaway Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (a) by wrongful, negligent, or unauthorized act or omission on the part of any of the independent Prize suppliers or any of their agents, servants, employees, or independent contractors, (b) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by any of the Prize suppliers, (c) by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not an employee of the Giveaway Entities, or (d) by any cause, condition, or event related to the Prize whatsoever beyond the control of the Giveaway Entities. ALL COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF ANY

ELEMENT OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner cannot assign or transfer any element of the Prize to another person. No cash alternatives or substitutions allowed except at the discretion of Sponsor and/or Administrator. All Prize-related elements are subject to availability. Other restrictions may apply. Any depictions of any element of the Prize is for illustrative purposes only.

8. **TERMS:** Sponsor and/or Administrator reserve the right, in their discretion, to cancel, terminate, modify, or suspend the Giveaway 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 Giveaway. In such case, Sponsor and/or Administrator reserve the right to disqualify any individual who tampers or attempts to tamper with the Entry process or the operation of the Giveaway or violates these Terms & Conditions, including, but not limited to, attempted multiple Entries from the same user from different IP addresses; multiple Entries from the same computer in excess of that allowed by these Official Rules; or the use of bots, macros, or scripts or other technical means for Entering. Should an Entrant attempt to deliberately damage any web site or undermine the legitimate operation of the Giveaway, the Sponsor and Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law.
  
9. **CONDITIONS OF PARTICIPATION/RELEASES:** Each Entrant hereby releases the Giveaway Entities and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies and each such company's employees, owners, shareholders, officers and directors (collectively, the "Released Parties") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Giveaway

and/or acceptance or use of any element of the Prize. Winner hereby grants to the Sponsor and Administrator and their designees, the irrevocable, royalty-free right and license to use his/her photo, video, name, voice, likeness, biographical data or information, city and state of residence and Entry materials in advertising, marketing, programming, research or promotional activities, worldwide in perpetuity, and on a Winner's list, if applicable, without further compensation, unless prohibited by law. Winner may be asked to participate in select publicity activities, as determined at the discretion of Sponsor and/or Administrator. Sponsor and/or Administrator are not obligated to use any of the above-mentioned information or publicity materials but may do so and may edit such information or materials, at Giveaway Entities' sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by any element of the Prize or resulting from acceptance, possession or use of any element of the Prize, including participation in any Prize-related activity or travel related thereto, or from participation in the Giveaway; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Entries, communications or affidavits, regardless of the method of transmission; (v) any inability of Winner to accept or use any element of the Prize (or portion thereof) for any reason, such Prize or element thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Giveaway. Giveaway Entities disclaim any liability for damage to any computer system resulting from Entering, participating in or

accessing or downloading information in connection with this Giveaway.

**10. GOVERNING LAW:** Any and all disputes, claims and causes of action arising out of, or connected with, this Giveaway, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that the Giveaway, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be resolved exclusively by arbitration to be held solely in Plano, Texas under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall an Entrant seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of this Giveaway.

**11. PRIVACY POLICY:** The personal information provided by Entrants may be used as provided in Sponsor's privacy policy at <https://www.toyota.com/support/privacy-rights>, and/or as provided in these Official Rules for details regarding use of the personal information collected in connection with this Giveaway. In the event of any conflict between these Official Rules and either privacy policy, these Official Rules shall control. By Entering the Giveaway, Entrants grant Sponsor and Administrator permission to correspond with them via email regarding the Giveaway, to share Entrant's email address and any other personally identifiable information with the Giveaway Entities or third parties for the purpose of Giveaway administration, communication, fulfillment, or for any other purposes permitted by these Official Rules or either privacy policy. Sponsor and Administrator will not sell, rent, transfer or



otherwise disclose Entrant's personally identifiable information to any third party other than as permitted by these Official Rules or either privacy policy.

**12. WINNER NOTICE/OFFICIAL RULES:** To obtain the Winner's name or a copy of these Official Rules, send a request via email to [bonusbucks@dynamicsponsorships.com](mailto:bonusbucks@dynamicsponsorships.com) or with a stamped, self-addressed envelope to "2022 Toyota Bonus Bucks Owners Tournament Toyota 4RUNNER Giveaway Winner/Rules, Attn: Toyota Bonus Bucks Program Office, 4860 S. Lewis Avenue., Suite 100, Tulsa, OK 74105. Any requests for Winner notice and/or Official Rules must be received no later than November 30, 2022.

**13. ADMINISTRATOR AND SPONSOR:** The Giveaway is being produced/administered by Administrator, Dynamic Sponsorships, L.L.C., located at 4860 South Lewis Avenue, Suite 100, Tulsa, Oklahoma 74105, and is Sponsored by Toyota Motor Sales, U.S.A., Inc., located at 6565 Headquarters Dr., Plano, TX 75024.