

**San Diego County Toyota Dealers Advertising Association**  
**“Toyota 2018 C-HR Sweepstakes”**  
**Official Rules**

**NO PURCHASE NECESSARY OR PAYMENT REQUIREMENT TO ENTER OR WIN SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE A PARTICIPANT’S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL US RESIDENTS WHO RESIDE IN THE CALIFORNIA COUNTIES OF SAN DIEGO OR IMPERIAL, ARE 18 YEARS OF AGE OR OLDER AS OF APRIL 27, 2017, AND HOLD A VALID US DRIVER’S LICENSE AND HAVE OR BE ABLE TO OBTAIN CAR INSURANCE.**

**FINALISTS MUST BE ABLE TO ATTEND THE RACE AT THE DEL MAR THOROUGHBRED CLUB ON AUGUST 26, 2017.**

The San Diego County Toyota Dealers Advertising Association “Toyota 2018 C-HR Sweepstakes” (the “Sweepstakes”) is sponsored by San Diego County Toyota Dealers Advertising Association (“Sponsor”) 865 S Figueroa St., Los Angeles, CA 90017-2543, and is administered by Davis Elen Advertising, an independent judging organization (“Administrator”) on behalf of the Sponsor.

**1. DESCRIPTION OF THE SWEEPSTAKES AND TIMING:**

- a. No purchase or payment requirement is necessary to enter or win the Sweepstakes. A purchase or payment will not increase a Participant’s chances of winning.
- b. The Sweepstakes starts on April 27, 2017 and ends on August 13, 2017 (the “Promotional Period”). During the Promotion Period, an eligible participant may only enter the Sweepstakes as set forth in Section 3

At the end of the Promotional Period, there will be one (1) random drawing for the potential Sweepstakes winner, as described in Section 6 of these Official Rules.

**2. ELIGIBILITY:** Except as set forth in this Section, this Sweepstakes is open all individuals who:

- a. Are eighteen (18) years of age or older as of April 27, 2017.
- b. Are legal U.S. residents who currently reside within either (i) San Diego County, California or (ii) Imperial County, California, and hold a valid US driver’s license and be able to obtain or have car insurance.
- c. That the Promotional Period will start and end according to the Sponsor’s official clock, which is the Sponsor’s web server clock.

Directors, officers, employees, contractors, agents or representatives of Sponsor, Administrator, their respective parent companies, affiliates, subsidiaries, advertising, promotion and production agencies, and their immediate family members (*i.e.* spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each (collectively, “Sponsor & Others”) are ineligible to participate in the Sweepstakes and will be immediately disqualified from the Sweepstakes if found to violate any of the eligibility requirements.

The Sweepstakes is void where prohibited or restricted by law. Participation constitutes Participant’s full and unconditional agreement to the Official Rules and Sponsor and Administrator’s determining factors for Finalist/winner selection, which are final and binding in all matters related to this Sweepstakes. Any attempt to tamper, block, hack or intimidate registrations by others either online or in-person registration will be grounds for immediate disqualification from the Sweepstakes.

Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. HOW TO ENTER THE SWEEPSTAKES:** During the Promotional Period, a Participant may enter by one (1) of the following methods for one (1) entry into the Official Sweepstakes:

- a. By registering and completing a Sweepstakes entry form, while supplies last, while in attendance at the San Diego City Hall Earth Fair scheduled to be held on April 27, 2017.
- b. By registering and completing a Sweepstakes entry form, while supplies last, while in attendance at the San Diego Lifeguard Water Safety Days scheduled to be held on various dates from May 26 – August 13, 2017.
- c. By registering and completing a Sweepstakes entry form, while supplies last, while in attendance at the San Diego Fair scheduled to be June 2 – July 4, 2017 (one [1] entry per person for each day of the fair). If a Participant is unable to attend the San Diego Fair, then he/she may enter by registering and completing a Sweepstakes entry form, online at [Sdfair.com/toyota](http://Sdfair.com/toyota).
- d. By registering and completing a Sweepstakes entry form, while supplies last, while in attendance at the Del Mar Thoroughbred Club from July 19 – August 13, 2017. If a Participant is unable to attend the Del Mar Thoroughbred Club from July 19 – August 13, 2017, a Participant may enter the Sweepstakes during an active Entry Phase by registering and completing a Sweepstakes entry form, online at [dmtc.com/toyotapromo](http://dmtc.com/toyotapromo).

All entry forms must be legibly completed and submitted at the Toyota display at one of the events listed above. Sweepstakes entry forms that are mechanically reproduced or obtained through unauthorized channels are not valid and will be void, and any entrant attempting to use such Sweepstakes entry forms may, in Sponsor's sole discretion, be disqualified.

Regardless of method of entry, there is a limit of one (1) entry per Participant, per household. If more than one (1) entry is received from the same Participant/household during the Promotional Period, only the first entry received may be considered valid.

**4. COMPLIANCE WITH SWEEPSTAKES RULES:** By participating in the Sweepstakes, the Participant hereby agrees:

- a. To the official Sweepstakes rules and to the Sponsor's terms of service/privacy policy on the Sponsor's official website located at: [https://www.toyotafinancial.com/pub/w/#customer\\_service/online\\_privacy\\_policy](https://www.toyotafinancial.com/pub/w/#customer_service/online_privacy_policy).
- b. Each Participant is only eligible to win a prize if he/she is in compliance with the Official Rules.
- c. Failure to comply with the terms set forth herein will be grounds for immediate disqualification.
- d. Under no circumstances shall a Participant allow or permit any other person or third party or parties, including, without limitation, any person under the legal age to participate in the Sweepstakes on the Participant's behalf.
- e. Any form of entry other than what is described in "How to Enter the Sweepstakes" is herein voided.
- f. All entries, regardless of the method of entry, become the Sponsor's property and will not be returned.

**5. PRIZES:**

- a. Finalist Prize (8): Each Finalist will receive two (2) tickets to attend the race scheduled to occur on August 26, 2017 at the Del Mar Thoroughbred Club (“Finalist Prize”). The approximate retail value of a Finalist Prize is \$12 USD. No more than eight (8) Finalist Prizes will be awarded in the Sweepstakes.
- b. Sweepstakes Prize (1): There will be awarded one (1) prize, a 2018 Toyota C-HR (the “Vehicle” or “Sweepstakes Prize”) which has a Manufacturer’s Suggested Retail Price (“MRSP”) of \$24,000 USD.

The actual Vehicle features/options will be determined by Sponsor in its sole discretion. Vehicle is awarded “As-Is” condition subject to any warranty provided by Toyota Motor Sales, U.S.A, Inc. Any Vehicle upgrades, aftermarket additions, options or other elements beyond the model details provided in these official Sweepstakes rules will be the sole responsibility of the winner, in Sponsor’s sole and absolute discretion. The winner must take delivery of the Vehicle at a participating San Diego County Toyota dealership located close to the winner’s residence, as selected by Sponsor, in its sole discretion. No other delivery option will be available. Subject to availability, the Vehicle will be delivered approximately 120 days from final verification of winner’s eligibility, as further described in Section 8 of these Official Rules. The winner is responsible for taking delivery. If the winner refuses delivery, the Sweepstakes Prize may be forfeited, at Sponsor’s sole and absolute discretion. The winner is responsible for all taxes and expenses, including but not limited to: sales tax, luxury tax, destination charges, registration, title and license fees, insurance, and all other costs incurred in claiming, registering or using the Vehicle. Vehicle details and availability are subject to change. In the event the Vehicle cannot be supplied for any reason, a similar vehicle of comparable value may be substituted at Sponsor's sole discretion.

With respect to the Vehicle, the winner must be a licensed driver or motor vehicle operator and will be required to produce evidence of a valid driver license and insurance certificate prior to tendering of the Vehicle to the winner.

No substitutions, cash equivalents or transfers of the Sweepstakes Prize permitted by the winner. The actual style, model, make, color, design and features of the Vehicle may vary from any depictions of it in the Promotion materials. The applicable Sweepstakes Prize provider will determine the style, model, make, color, design and features including but not limited to interior and exterior features. No more than (1) Sweepstakes Prize will be awarded. The Sponsor will deliver the Sweepstakes Prize to the dealership closest to the winner’s address as set forth in his/her registration, as determined by Sponsor in its sole discretion.

## **6. SELECTION OF THE FINALISTS AND THE WINNER:**

- a. Selection of the Finalists: On or about August 14, 2017, Administrator will select eight (8) finalists (each, a “Finalist”) in a random drawing from among all eligible entries received during the Promotion Period. Each Finalist is a potential Finalist, subject to verification of eligibility and compliance with these Official Rules. Each potential Finalist will be notified by telephone and/or e-mail and must respond to such notification within twenty-four (24) hours from notification. Upon verification of eligibility, each Finalist will be provided additional instructions on where he/she must check in and by what time to participate in the Event (as further described in Section 6b). Each confirmed Finalist will be eligible to receive a Finalist Prize (as further described in Section 5A of these Official Rules). There will be no more than eight (8) confirmed Finalists in the Sweepstakes. Contact with the Finalists will only be made by an authorized agent of the San Diego County Toyota Dealers Association. No other contact is valid. The potential Finalist must respond as set forth in the notification within twenty-four (24) hours or forfeit his/her status as a potential Finalist.

- b. Selection of the Winner: Each Finalist must attend the race at the Del Mar Thoroughbred Club scheduled to occur on August 26, 2017 (the "Event") for the chance to win the Sweepstakes Prize. Finalists must follow all Sponsor's directions, including arriving at the Del Mar Thoroughbred Club and checking in at the designated location by the time specified by Sponsor. Failure to check in at the designated location by the time specified may be disqualified, in Sponsor's sole discretion, and may result in forfeiture of the opportunity to participate in the Event for a chance to win the Sweepstakes Prize. At the Event each Finalist will randomly draw a number from a container provided by Sponsor. Each number will be associated with a horse participating in a race at the Event. Numbers are randomly selected by Finalists on a first come, first-served basis. The Finalist assigned to the top-finishing horse, as determined by race officials and Sponsor, in their sole discretion, will be named the potential winner, subject to verification. If a horse associated with a number is scratched and not replaced with another horse, then the Finalist with that horse's number may be given the opportunity to select another horse if possible and time permitting, or the Finalist will not receive another number and will not win the Sweepstakes Prize. The potential winner will be subject to verification of eligibility and compliance with the Official Rules as stated herein before being named the official winner of the Sweepstakes.

Sponsor's and/or Administrator's decision is final and binding in all respects to this Sweepstakes. No Participant or winner shall have the right to contest any decision by the Sponsor or Sponsor's judging organization concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or determination as to the qualification of entries into the Sweepstakes.

7. **ODDS OF WINNING**: The actual odds of winning a Finalist Prize depend on the number of eligible entries received during the entire Promotional Period. The actual odds of winning the Sweepstakes Prize are approximately 1:8.

#### **8. PRIZE FULFILLMENT, AFFIDAVITS AND RELEASES:**

- a. Each potential Finalist must reply to the official notification of potential Finalist telephone call or e-mail within twenty-four (24) hours of the initial contact. Failure to respond within the time permitted in these Official Rules will be viewed by the Sponsor as declining the Finalist Prize and relinquishing all rights and involvement in the Sweepstakes including the Finalist Prize and the chance to win the Prize.
- b. If any potential Finalist or the potential winner is found to be ineligible or not in compliance with the Official Rules, declines to accept a prize, or Sponsor is unable to contact a potential Finalist within the required time period, or in the event that any prize notification is returned undeliverable, such prize will be forfeited and, in the Sponsors' sole discretion, and alternate potential Finalist shall be selected in a random drawing from among all remaining eligible entries, in the event of the Finalist Prize; or the Finalist assigned to the next-top-finishing horse, as determined by Sponsor in its sole discretion, in the event of the Sweepstakes Prize. Any selected potential Finalist or the potential winner is subject to the verification requirements set forth above.
- c. If a potential Finalist, potential winner or any alternate Finalist/winner is found to be ineligible, the prize will be forfeited.
- d. Once a potential Finalist/winner has declined the prize he/she may not be re-entered into the Sweepstakes or re-named as a Finalist/winner (or any variation) under any circumstances as Participant's rejection officially removes said Participant from the Sweepstakes and relinquishes all rights to anything related to the Sweepstakes. No exceptions for reinstatement will be made.

- e. The potential winner will be required to furnish proof of identification, acceptance of the Sweepstakes Prize, and must execute and return an Affidavit of Eligibility/Liability & Publicity Release and a tax acknowledgment form within ten (10) business days from the date it is transmitted electronically to the potential winner as having been sent by the Administrator or the Sweepstakes Prize may, in the Sponsor's sole discretion, be forfeited and, in Sponsor's discretion, awarded to an alternate winner determined as the Finalist assigned to the next-top-performing horse, as determined by Sponsor in its sole discretion.
- f. The right to receive any prize is non-assignable, non-transferable and no prize substitution, exchange or any other type of equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of prize or force majeure.
- g. Once the Affidavit of Eligibility/Liability & Publicity Release and a tax acknowledgment form are received by the Sponsor, Sponsor shall not be held responsible for any delays in awarding the Sweepstakes Prize for any reason. The Sweepstakes Prize will only be awarded to a verified winner.

**9. LIMITATION OF LIABILITY:** The Sponsor and Administrator are not responsible for illegible, lost, late, incomplete, stolen, misdirected, or undeliverable entries, e-mails, or errors in submission into the Sweepstakes.

- a. This includes failures of connections, delivery, or availability, or corrupt or jumbled submissions or communications. This too shall include transmissions blocked by an internet service provider, internet website access or restriction or accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or any other type of error, unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information.
- b. The Sponsor and Administrator are not responsible for any incorrect or inaccurate information, whether caused by any website, internet users, tampering, hacking, or by blocking access to the Sweepstakes by any measures.
- c. The Sponsor and Administrator assume no responsibility for any errors, omissions, disruption or interruption of access or service pertaining to the Sweepstakes, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, postage due mail, or unauthorized access to any website.
- d. Sponsor and Administrator are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Sweepstakes and/or accepting/using a prize.
- e. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, the Participant's sole remedy is to submit another entry during the Promotional Period.
- f. If for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner, in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension.
- g. The Sponsor and Administrator are not responsible for, and shall be indemnified by the winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize.

- h. The Sponsor and Administrator shall not be liable to any winner or any other person for any part thereof, by reason of any acts of God; any action(s), regulations, orders or requests by any governmental or quasi-governmental entities (whether or not they prove to be valid). This too includes any equipment failure, terrorist acts, earthquakes, fires, floods, wars, explosions, unusually severe weather, hurricanes, embargos, labor dispute or strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrections, riot, or any other causes beyond Sponsor's control.
- i. As a condition of participating in this Sweepstakes, each Participant agrees to indemnify, release and hold harmless the Sponsor and Others from any injuries, losses, damages, theft, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes, including acceptance, possession, use, misuse or nonuse of a prize awarded.
- j. EACH FINALIST AND THE WINNER ACKNOWLEDGES THAT EACH PRIZE IS AWARDED AS-IS. SPONSOR AND ADMINISTRATOR MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION, NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION LAWS) OR NONINFRINGEMENT AS REGARDS TO THE PRIZES OR ANY COMPONENTS OF THE PRIZES. Void where prohibited, as some jurisdictions may not allow limitations of exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

**10. DISPUTES:** All disputes, claims or other matters regarding the Sweepstakes and/or the Official Rules will be handled in accordance with the Sponsor's dispute resolution policy set forth at [https://www.toyotafinancial.com/pub/w/#customer\\_service/online\\_privacy\\_policy](https://www.toyotafinancial.com/pub/w/#customer_service/online_privacy_policy).

#### **11. PRIVACY POLICY AND OPT OUT:**

- a. Any personally identifiable information collected during participation in this Sweepstakes will be collected by Sponsor and used by Sponsor or Administrator, on Sponsor's behalf, (for communication and verification of potential winner), their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in the Official Rules and in accordance with Sponsor's Privacy Policy set forth at: [https://www.toyotafinancial.com/pub/w/#customer\\_service/online\\_privacy\\_policy](https://www.toyotafinancial.com/pub/w/#customer_service/online_privacy_policy) and any opt-ins a Participant may have agreed to during the Sweepstakes entry.
- b. If a Participant does not wish to receive any further communication from the San Diego County Toyota Dealers Advertising Association's regarding this Sweepstakes or future promotions or offerings, the Participant may choose to opt-out of future communication by sending Participant's e-mail address and his or her name and address to:  
San Diego County Toyota Dealers Advertising Association  
Attn: Communication Opt-Out  
865 S. Figueroa Street, 12th Floor  
Los Angeles, CA 90017

**12. PUBLICITY RIGHTS:** By participating in the Sweepstakes and or accepting a prize, each Participant agrees to allow Sponsor and/or Sponsor's designee the perpetual right, where lawful, to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the Internet, without notice, review or approval and without additional compensation except where prohibited by law. If a Participant is chosen as the winner, Participant's personal identifiable information may be disclosed to third parties such as placing Participant's name on an official winner's list.

### 13. ADDITIONAL PARTICIPATION AGREEMENTS:

- a. In entering the Sweepstakes, the Participant agrees to abide by and accept the Official Rules throughout the Promotional Period and the decisions of Sponsor and Administrator as final and binding in all matters relating to this Sweepstakes.
- b. Participant waives all rights to claim any ambiguity in the Official Rules.
- c. In no event will more than eight (8) Finalist Prizes and one (1) Sweepstakes Prize be awarded in the Sweepstakes. In the event that due to technical, typographical, mechanical, or other errors there are more than eight (8) Finalist Prize claims and/or one (1) Sweepstakes Prize claim, such prize(s) will be awarded in a random drawing held from among all prize claimants, in Sponsor's sole discretion.
- d. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike manner or with the intent to annoy, harass, abuse or disrupt any person or the normal operation of this Sweepstakes.
- e. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and any individual suspected of utilizing such methods will be disqualified, in Sponsor's sole discretion.
- f. Any attempt to deliberately damage any website or undermine the legitimate operation of Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, the sponsor reserves the right to seek damages or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.
- g. All entries and/or materials submitted become the property of Sponsor and will not be returned and no communication will be entered into.
- h. In any event of a conflict or challenge to the Sweepstakes Official Rules or any Sweepstakes marketing materials, the details of the Official Rules shall prevail.

**14. WINNER LIST:** Any person wishing to receive a list of the verified Finalists and winner must send a self-address stamped envelope no later than 30 days from end of Sweepstakes to:

San Diego County Toyota Dealers Association  
Attn: Winner List, Toyota 2018 C-HR Sweepstakes  
865 S. Figueroa Street, 12th Floor  
Los Angeles, CA 9001

**15. OFFICIAL NOTICES:** The Official Rules may not be reprinted or republished in whole or in part without the prior written consent of Sponsor. The information each Participant provides will only be used by Sponsor or Administrator for proper administration of this Sweepstakes.

Sponsored by: San Diego County Toyota Dealers Advertising Association, 865 S Figueroa St., Los Angeles, CA 90017-2543.

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