

**THE “LAND CRUISER—RETURN FROM THE RIDGE” CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE IN CONJUNCTION WITH PARTICIPATION IN CONTEST (AS APPLICABLE).**

**This Contest is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms, Inc., Instagram or any other social media networking site in any way.**

**CONTEST ADMINISTRATOR:** US Sweepstakes & Fulfillment Co. (the “**Contest Administrator**”), 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

**SPONSOR:** Toyota Motor Sales, U.S.A, Inc. (the “**Sponsor**” or “**TMS**”), 6565 Headquarters Drive, Plano, TX 75024.

**CONTEST ENTRY PERIOD:** The “**Land Cruiser—Return From the Ridge**” Contest (the “**Contest**”) begins at 12:00:01 AM Eastern Time (“**ET**”) on Monday, April 29, 2024 and ends at 11:59:59 PM ET on Wednesday, May 29, 2024 (the “**Contest Entry Period**”).

**ELIGIBILITY:** The Contest is open to legal residents of the 48 contiguous United States and the District of Columbia who are at least 21 years of age at the time of entry and a U.S. licensed driver (“**Entrant**”). Officers, directors, representatives, employees or agents of the Contest Administrator, Sponsor, and all of their respective owners, parents, affiliates, subsidiaries and successor companies, and their advertising/promotional agencies (collectively the “**Contest Entities**”), their immediate family members or household members of anyone so employed, and influencer individuals who have been invited by the Sponsor to promote the Contest (each, an “**Influencer**”) are ineligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. Contest is void in Alaska, Hawaii, Puerto Rico, U.S. territories and possessions, outside of the 48 contiguous United States and D.C., and where restricted or prohibited by law. The Contest shall be staged in compliance with all applicable federal, state, and local laws. By entering the Contest, Entrants agree to abide by all terms of these Official Rules (“**Official Rules**”) and all applicable local, state and federal laws and regulations.

**HOW TO ENTER:** There are two (2) methods of entry.

**1. Entry Method #1 / Instagram Entry.** During the Contest Entry Period:

- Step One: Follow @ToyotaUSA on Instagram;
- Step Two: Create a video or Instagram reel of yourself sharing your best adventure story (the “**Video**”).

- Step Three: Post the Video to your public Instagram account and include the hashtag **#LandCruiserContest** and **@ToyotaUSA** in the caption to receive one (1) entry into the Contest (the “Instagram Entry”).

By using the hashtag, Entrant indicates Entrant’s agreement to these Official Rules. Entrant’s Instagram settings must be public. Instagram Stories will not be accepted as an entry. By submitting an Entry, Entrants agree to Instagram’s Terms of Use, which can be found at [https://help.instagram.com/581066165581870/?locale=en\\_US](https://help.instagram.com/581066165581870/?locale=en_US).

2. **Entry Method #2 / Online Entry.** During the Contest Entry Period:

- Step One: Create a video of yourself sharing your best adventure story (the “Video”).
- Step Two: Visit [www.landcruisercontest.com](http://www.landcruisercontest.com) (the “Contest Website”) and follow all entry instructions to complete the entry form, upload your Video and submit to receive one (1) entry into the Contest (the “Online Entry”).

Entrants are subject to all notices posted online, including, but not limited to, the Sponsor’s Privacy Policy, which can be found at <https://www.toyota.com/support/privacy-notice/>

Instagram Entry and Online Entry are collectively referred to herein as “Entry” or “Entries”. **Limit: Regardless of the method of entry, there is a limit of one (1) Entry per Entrant during the Contest Entry Period.** Although subsequent attempts to enter may be received, only the first complete Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to enter will be disqualified. Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different identities, Instagram accounts, email addresses, and/or any other methods, including, but not limited to, entries generated by script, macro or other automated devices will void that Entrant’s Entries and that Entrant may be disqualified from the Contest. Multiple Entrants are not permitted to share the same Instagram account or email address. None of the Contest Entities will verify receipt of Entries for Entrants.

**Entries submitted with a Video that has already been submitted or that is substantially the same as a previously submitted Video, as determined by the Sponsor in its sole discretion, will be disqualified.**

**All Entries must comply with the following minimum guidelines to be eligible:**

- The Entrant should be the primary subject of the Video. No other individuals may appear in the Video without express written permission. If Video features a minor under the age of majority in his/her/their state of residence, you must obtain written permission from the minor’s legal guardian.
- Entry and Video must conform to the format, length and size requirements and limitations of Instagram or Contest Website, whichever is applicable.
- Entry and Video cannot contain content that is irrelevant to the purpose of the Contest.
- By submitting a Video taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Video from the videographer.
- Entry and Video cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry and Video cannot be violent or promote firearms/weapons.
- Entry and Video cannot promote alcohol, illegal drugs or tobacco.
- Entry and Video cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.

- Entry and Video cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry and Video cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry and Video cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia (including, but not limited to, trademarks) identifying any brand, products, company or person, living or dead, without permission.
- Entry and Video cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Instagram (if applicable) wish to associate.
- Entry and Video cannot depict illegal activity and cannot itself be in violation of any law.
- Entry and Video cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry and Video may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Video cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use Entrant's Entry, Video, name, social media handle(s) hometown, photos, video recordings and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, including, but not limited to, the Video.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any Video was recorded by someone other than the Entrant; and (c) Entrant will indemnify and hold harmless the Contest Entities from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

**PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** There are three (3) Grand Prizes (each, a "Grand Prize") available to be won by three (3) winners (each, a "Winner"). Each Grand Prize will consist of a trip package for Winner and one (1) guest (each, a "Guest") to Park City, Utah from July 30, 2024 to August 1, 2024. Each trip package will include:

- Round-trip, coach-class air-transportation for Winner and Guest to Salt Lake City, Utah from a major airport within the 48 contiguous United States nearest the winner's residence as determined by Sponsor;
- Two (2) nights accommodations in a single room with double occupancy at the Grand Summit Hotel in Park City, Utah;
- Transportation to/from destination airport and hotel and to/from hotel and activities/experiences;
- Daily meals for duration of trip;
- Guided driving experiences on Park City Mountain;

- Group activities including hot air balloon ride and mountain biking

Helly Hansen Gear, as selected by Sponsor, with an ARV of \$3,800 for winner and guest.

**The ARV of each Grand Prize is \$5,000.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded. The total ARV of all prizes available to be won in this Contest is: \$15,000.

All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage not included in the prize package, and personal expenses are the sole responsibility of Winner and/or their Guest. Winner and Guest must travel on same itinerary. Winner's Guest must be legal U.S. resident, 18 years or older and the age of majority in their state of residence and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted below. Winner's Guest must also be a U.S. licensed driver. If a Winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded. **Winner and Guest must have valid photo ID and any other required documentation prior to departure. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change.** Travel is subject to availability. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable. Winners and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof. If a Winner and/or Guest elects not to participate or take part in any given scheduled activity, experience or component of the Grand Prize, no substitution or compensation will be provided.

Sponsor will, in its sole discretion, determine which airport is closest to each Winner's home. In the event a Winner's residence is close enough to Park City, Utah such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, such Grand Prize will not include air transportation and no other substitution or compensation will be provided in lieu thereof. Winners and their Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Winners and their Guest to redeem any portion of the Grand Prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Winners and Guests other than to supply the remaining elements of the prize package minus the unused portion of the Grand prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons or organizations providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the

sole contracts with respect to Winner's and Guest's transportation and such contracts shall be solely between the Winner, Guest, and such transportation companies. Trip components issued in connection with the Grand Prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries.

Winner and Guest must have a valid driver's license and must sign a Universal Vehicle Loan Agreement for use of the Land Cruiser vehicle (the "Vehicle") during the trip and driving experiences. Sponsor reserves the right to disqualify a potential winner or Guest or cancel the driving experience portion of the Grand Prize.

In the event a Winner and/or their Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Winner and/or their Guest home with no further obligation or compensation whatsoever to Winner and/or Guest. In the event a Winner and/or their Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner and/or Guest as a result of such conduct.

**SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE GRAND PRIZE. PARTICIPATION IN THIS CONTEST AND THE RECEIPT AND/OR USE OF ANY PRIZE AND/OR PRIZE COMPONENT IS OFFERED IS AT YOUR OWN RISK. ENTRANTS ACKNOWLEDGE THE INHERENT HAZARDS, DANGERS AND RISKS ASSOCIATED WITH THE ACTIVITIES INCLUDED IN THE PRIZE PACKAGE, INCLUDING BUT NOT LIMITED TO: INJURIES FROM ENCOUNTERS WITH WILDLIFE AND/OR INSECTS; INJURIES FROM EXPOSURE TO SUN, WIND, WEATHER AND/OR OTHER NATURAL ELEMENTS OR ACT OR OMISSION OF ANY GUIDE CONNECTED WITH ANY EXPERIENCE; RAPID MEDICAL ATTENTION AND/OR EMERGENCY RESPONSE MAY NOT BE AVAILABLE; AND THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF SUCH ACTIVITIES, AND ENTRANTS ASSUME THESE RISKS AND DANGERS.**

**JUDGING & WINNER DETERMINATION:** All Entries received during the Contest Entry Period will be reviewed and judged by a panel of judges appointed by the Sponsor who shall use the criteria set forth below ("**Judging Criteria**"):

- A. Video showcases the Entrant's adventure story in an authentic way that exemplifies the spirit of adventure (50%)

- B. Originality and Creativity of Entrant's Video (25%)
- C. Quality of content within Entrant's Video (25%)

The three (3) Entries that receive the highest judging scores based on the Judging Criteria will each be deemed a potential winning entry (each, a **"Winning Entry"**). Each Entrant that submitted a Winning Entry will be deemed a Winner. In the event of a tie, the tied Winning Entry with the highest score in Criteria A, will be deemed the Winning Entry. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the Winning Entry from among the tied Entries, the highest score in Criteria B will determine the potential Winning Entry. In the event additional tiebreakers are needed, all tied Winning Entries will be judged by a separate panel of judges using the judging criteria above.

Nothing in these Official Rules shall obligate Sponsor to publish or otherwise disclose the results of the Judging Criteria.

#### **WINNER NOTIFICATION & VERIFICATION:**

- If Winner Entered Via Instagram Entry: If a Winner entered via Instagram Entry, such Winner will be notified on or about June 7, 2024 by the Sponsor via direct message to the potential Winner's Instagram account or via comment to the Entrant's Instagram Entry (the **"Initial Notification"**). To begin the prize claim process, potential Winner must respond as instructed to the Initial Notification with Winner's full name and email address within two (2) days of the Initial Notification. Non-compliance will result in disqualification and the Entrant who received the next highest judging score will be deemed a potential Winner and will be notified. Within three (3) days of confirmation of a potential Winner's full name and email address, such potential Winner will receive a second notification (the **"Second Notification"**) from the Contest Administrator via email and will be required to return to Contest Administrator within three (3) days of Second Notification, a signed and notarized Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form (for the purpose of tax reporting as required by law) and where allowable, a Publicity Release (collectively, the **"Releases"**). Guest of Winner will also be required to sign a Travel Companion Liability & Publicity Release. Potential Winner and Guest will be required to provide their social media handles for the purposes of a background check, a copy of their valid U.S. issued Driver's License and their Social Security Number for the purpose of a background check. Noncompliance will result in disqualification and the Entrant who received the next highest judging score will be deemed a potential Winner and will be notified.
- If Winner Entered via Online Entry: If a Winner entered via Online Entry, such Winner will be notified on or about June 7, 2024 by the Contest Administrator via email and will be required to return to Contest Administrator within three (3) days of notification, a signed and notarized Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form (for the purpose of tax reporting as required by law) and where allowable, a Publicity Release (collectively, the **"Releases"**). Guest of Winner will also be required to sign a Travel Companion Liability & Publicity Release. Potential Winner and Guest will be required to provide their social media handles for the purposes of a background check, a copy of their valid U.S. issued Driver's License and their Social Security Number for the purpose of a background check. Noncompliance

will result in disqualification and the Entrant who received the next highest judging score will be deemed a potential Winner and will be notified.

Winners and Guests will be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential winner and/or Guest on the basis of the findings resulting from such background check or if a potential winner fails to properly authorize and/or provide the required information in connection with such background check.

**PRIZE CONDITIONS:** If a potential Winner fails to comply with these Official Rules, cannot be located or reached, has provided an incorrect e-mail, phone number or mailing address, is determined to be ineligible, fails to claim a prize, or if a notification is returned as undeliverable or if a prize is returned as undeliverable, the potential Winner will forfeit prize and an alternate potential Winner may be determined and notified without further notice.

Winners are responsible for all federal, state, local and income taxes associated with prize won.

**PUBLICITY RELEASE:** Except where prohibited by law, Entry and acceptance of a prize constitutes permission for Sponsor and the Contest Entities to use Winner's name, Entry, Video, prize won, address, photographs, testimonial or other likeness and/or prize information or personal exposition (and/or any edited position thereof) video recordings, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Entrants agree to these Official Rules and the decisions of the Sponsor and the Contest Administrator, and release the Contest Entities, Influencers, Meta Platforms, Inc., and their respective parents, subsidiaries, and affiliates, and all other businesses involved in this Contest, as well as any of the aforementioned entities' employees, shareholders, officers, directors, dealers, distributors, owners or agents (collectively, the "**Released Parties**"), from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of any prize offered. Entrants assume all liability for, and Released Parties shall be held harmless against, any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, possession, or use/misuse of any prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the "**Authorized Account Holder**" of the Instagram account or email address from which the Entry is submitted. Authorized Account Holder means the natural person to whom the Instagram account or email address is registered. Sponsor may ask any Entrant or potential Winner to provide Sponsor with proof that such party is the authorized account holder of the Instagram account or email address associated with the Entry. Entry materials/data that have been tampered with or altered, or any mass entries or entries generated by a script, macro or use of automated devices are void. The Contest

Entities are not responsible for: (i) lost, late, misdirected, damaged or illegible Entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer or mobile device related to or resulting from participating in the Contest. By participating in the Contest, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and Contest Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any contest it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) cancel the Contest and select Winners from among all eligible Entries received prior to cancellation.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, PANDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE TO WINNER, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.



**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Collin County, Texas and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Collin County, Texas. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Collin County, Texas. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Contest, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Contest Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of Entrant's personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with Entrant in relation to this Contest or on Contest Winner's list. Personal information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.toyota.com/support/privacy-notice/>.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the Winners (available after June 7, 2024), send a stamped, self-addressed envelope (no later than July 8, 2024), to: **The Land Cruiser—Return From the Ridge” Contest Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

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