

## **OFFICIAL RULES**

### **OFFICIAL RULES OF THE **Toyota Ultimate Fan Experience** SWEEPSTAKES.**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE ENTRANT'S ODDS OF WINNING. THIS SWEEPSTAKES IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF THE COMMONWEALTH OF VIRGINIA IN THE UNITED STATES OF AMERICA WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. SWEEPSTAKES NAME: 'Toyota Ultimate Fan Experience' SWEEPSTAKES ("Sweepstakes"). VOID WHERE PROHIBITED BY LAW.**

**SPONSOR and ADMINISTRATOR:** The Sponsor of the Sweepstakes is Central Atlantic Toyota Dealers Advertising Association, Inc. ("CATDAA" or "Sponsor"). The administrator of the Sweepstakes is CATDAA ("Administrator"). Sponsor and Administrator are collectively referred to herein as "Sweepstakes Entities." Administrator will conduct the Sweepstakes substantially as described in these Official Rules. By participating in the Sweepstakes each entrant agrees as follows:

**ELIGIBILITY:** The Sweepstakes is open only to natural persons who are legal residents of the Commonwealth of Virginia, and who are at least 18 years of age at the time of entry. Sweepstakes may only be entered from and in the eligible jurisdiction. Employees and owners (and their immediate family members as defined below) of Sponsor, its member Toyota dealerships, 186 Advertising, and Central Atlantic Toyota Distributors, Inc. are not eligible to participate. "Immediate family members" includes, for purposes of this Sweepstakes, spouse, children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses. In the event of a dispute as to the identity of an entrant, the entry will be declared made by the registered account holder submitted at the time of entry. The registered account holder is deemed to be the natural person who is (i) assigned the submitted mobile telephone number by a telephone company or wireless service provider that is responsible for assigning wireless phone numbers for the telephone exchange associated with the submitted telephone number, or (ii) assigned the submitted e-mail address by the relevant Internet service provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. With respect to any winning entry, the winner may be required to provide Administrator with proof that the person is the registered account holder of the telephone number and/or e-mail address, as applicable, associated with the winning entry. By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules and the decisions of the judges which are final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

**ENTRY PERIOD:** The Sweepstakes begins at 10:00 AM EST on **November 6, 2018** and ends at 11:59PM EST on **December 12, 2018**. Administrator's clock is the official time keeping device of the Sweepstakes.

**METHOD OF ENTRY:** Enter by completing an entry form at [www.hroadsevents.net](http://www.hroadsevents.net) on or before 11:59PM EST on **December 12, 2018**. You will be asked to provide basic contact information, including your name, age, city, state, zip code, email address and telephone number; incomplete entries will be disqualified.

One entry per valid email address will be entered into the Sweepstakes. Any subsequent attempts to enter by the same entrant are invalid and may cause the initial entry to be invalidated. No third party entry or entry through a sweepstakes service is permitted. All entries become the property of the Administrator, and none will be acknowledged or returned. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Administrator, will be disqualified.

**PRIZE:** Airfare for 2 on Wednesday, **January 10, 2019** from Norfolk, Virginia to Miami, Florida.\* Two tickets to the basketball game with FIU on Thursday, **January 11, 2019**. Bus travel with the team to Boca Raton, Florida on Friday, January 19, 2018. Two tickets to the basketball game with Florida Atlantic on Saturday, **January 12, 2019**. Airfare for 2 on **January 12 or 13, 2019** (at the Sponsor's discretion) from Miami, Florida to Norfolk, Virginia.\* Hotel accommodations for two for each night away from Norfolk at the basketball team hotel (room category at Sponsor's discretion). Five hundred dollars (\$500.00) cash spending money. The total estimated value of the Prize is \$2,500. \*Airports for departure and destination subject to change.

The Prize is not transferable. An unclaimed and/or unused Prize element will remain the property of Administrator. There will be only one Prize winner. Prize does not include any other item or expense not specifically described in these Official Rules, and all additional expenses are the sole responsibility of winner. Only listed Prize elements will be awarded and no substitutions or cash equivalents or redemption will be made, except that Administrator reserves the right to award a prize of equal or greater financial value if the advertised Prize (or any component thereof) becomes unavailable. Winner agree to accept the prize "as is", and entrants hereby acknowledge that Sweepstakes Entities and Old Dominion University have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties (if any) provided exclusively by a Prize element supplier.

Any valuation of the Prize stated above is based on available information provided to Administrator, and the value of the Prize awarded to the winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. The winner must provide Administrator with a valid taxpayer identification number or social security number before the Prize will be awarded. A Form 1099 will be issued to the winner.

**SELECTION OF WINNER:** The Prize winner will be selected on or about **December 13, 2018** in a random drawing from among all eligible entries received. The drawing will be conducted by Administrator, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Administrator reserves the right to disqualify any participant or winner and may refuse to award the Prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means. Any potential winner is subject to verification by Administrator. An entrant is not a winner of any prize, even if the Sweepstakes should so indicate, unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process.

The odds of winning depend on the number of eligible entries received. The Winner will be notified by telephone and/or e-mail and must meet all eligibility requirements. Return of a prize or prize notification as undeliverable, or the inability of Administrator to contact a potential winner by telephone or e-mail within two (2) days of selection, may result in disqualification of such potential winner, in which case an alternate winner will be selected by random drawing at Administrator's discretion. In the event a winner declines the Prize, Administrator will select an alternate winner by random drawing. In such case, alternate drawings will be held until a Winner is determined.

**PUBLICITY, PRIVACY & PRIZE NOTIFICATION:** Except where prohibited by law or regulation, by submitting an entry, entrant grants the Administrator a perpetual, worldwide, royalty-free license to use his/her name, character, photograph, voice, and likeness in connection with the promotion of this and other Sweepstakes, and entrants waive any and all claims and/or rights to receive any royalties or other compensation for the Administrator's use thereof, unless prohibited by law. Entry into this Sweepstakes may require entrant to enter its

email address and certain other personal information. Entrants are informed that the personal data collection in connection with this Sweepstakes will be collected by Administrator's servers and computer systems, which are based in the United States and such collection will therefore be subject to applicable United States laws. Sponsor's privacy policy may be found at [buyatoyota.com](http://buyatoyota.com). You may withdraw your personal data upon request; however, you will be disqualified as an entrant in this Sweepstakes if you withdraw your personal data prior to the determination of the winner and fulfillment of the Prize. Entrants agree that the Administrator may disclose to third parties all personal information obtained from entrants and use such information for marketing and other purposes. Winners may be required to complete, sign, notarize and return an affidavit of eligibility/liability release and a publicity release, which must be returned, properly executed, within two (2) days of issuance of prize notification. If the winner is under the age of majority in his or her place of residence, the affidavit of eligibility/liability release and publicity release must be executed by the winner and one or both parents or legal guardians, depending upon the state of residence of the winner. If these documents are not returned properly executed, or are returned to Administrator as undeliverable, or if any given prize winner does not otherwise comply with the Official Rules, the Prize will be forfeited and awarded to an alternate winner.

**GENERAL CONDITIONS/RELEASE:** The Sweepstakes is void where prohibited by law and is governed by the laws of the Commonwealth of Virginia. The submission of an entry is solely the responsibility of the entrant. By participating, entrants (a) release Sweepstakes Entities, Old Dominion University and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, members and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by participation in the Sweepstakes, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the Prize that may be awarded; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the Prize including, without limitation, the Prize quality or availability. Neither Sweepstakes Entities nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes.

Sweepstakes Entities maintain no control over the personnel, equipment, or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, or other person or entity furnishing service, products, or accommodations as a part of the prize packages. Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (1) by wrongful, negligent, or unauthorized act or omission on the part of Sweepstakes Entities or any other person or entity furnishing service, products, or accommodations as a part of the prize packages or any of their agents, servants, employees, or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by Sweepstakes Entities or any person or entity furnishing service, products, or accommodations as a part of the prize packages, (3) by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not an employee of the Sweepstakes Entities, or (4) by any cause, condition, or event whatsoever beyond the control of Sweepstakes Entities.

If the basketball team's Florida trip is cancelled or postponed for any reason, making the Prize elements impossible to fulfill, Sponsor shall so notify the Winner and, in Sponsor's sole discretion, the awarding of the Prize may be rescinded.

**ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE**

OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Sweepstakes Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

If, in the Administrator's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, failures, actions of entrants or any other causes which in the opinion of Sweepstakes Entities compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of this Sweepstakes, and/or this Sweepstakes is not capable of being conducted as described in these Official Rules, Sweepstakes Entities shall have the right, at their sole discretion, to disqualify any suspect entry or entrant, and/or to cancel, terminate, modify or suspend this Sweepstakes. In the event of any cancellation, termination or suspension, the determination of the winners will be made, from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Sweepstakes Entities determine in their sole discretion. Sweepstakes Entities reserve the right to prosecute any fraudulent entries to the fullest extent of the law. Entries not complying with all rules are subject to disqualification.

**DISPUTES:** Except where prohibited, entrants agree that (1): any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorney's fees; (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (4) any arbitration shall take place in Washington, D.C. or such other jurisdiction as the parties shall agree. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to that jurisdiction's conflicts of law doctrine. Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relating to the Prize.

**WINNER:** To obtain the name of the winner, please submit a written request for same, together with a self-addressed, stamped envelope where permitted by law, by **December 31, 2018** to Toyota Ultimate Fan Experience Sweepstakes, 2219 York Rd., Suite 201, Timonium, MD. 21093, Attention: John Greeley.

**MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or Sweepstakes Entity, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or Sweepstakes Entity or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.

**SPONSOR:** Central Atlantic Toyota Dealers Advertising Association, Inc., 2219 York Rd, Suite 201, Timonium, MD 21093.

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