

## **TOYOTA “Tundra Tough” Contest**

### **Official Contest Rules**

#### **THIS CONTEST IS GOVERNED BY CANADIAN LAW**

1. **CONTEST SPONSORS:** The “*Tundra Tough*” contest (the “Contest”) is sponsored by the participating Prairie Toyota dealers (each, a “Participating Toyota Dealership”) of the Toyota Dealers Advertising Association- Prairie Zone and Toyota Canada Inc. (TCI) (collectively, the “Contest Sponsors”). The Prairie Zone includes: the provinces of Alberta, Saskatchewan and Manitoba; the City of Kenora, Ontario and its immediate trading area (as defined by TCI); the City of Cranbrook, British Columbia and its immediate trading area (as defined by TCI); and The City of Dawson Creek, British Columbia and its immediate trading area (as defined by TCI) (collectively, the “Prairie Zone”). (For more specifics on what constitutes the trading areas for these cities please see the trading area maps listed below).

- Cranbrook, BC
- Dawson Creek, BC
- Kenora, ON

2. **CONTEST PERIOD:** The Contest commences at 09:00:01 a.m. MST on Monday, June 30, 2014, and closes at 09:00:00 a.m. MST on Monday, Sept 29<sup>th</sup>, 2014 (the “Contest Period”).

3. **ELIGIBILITY:** This Contest is open only to legal residents of the Prairie Zone who, at the time of entry, have reached the age of majority in the province in which they reside except employees, representatives or agents (or persons with whom such persons are domiciled, whether related or not) of the Contest Sponsors, their respective dealerships, subsidiaries, affiliates, prize suppliers and advertising and promotional agencies (collectively, the “Contest Parties”).

4. **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter the Contest, you must first obtain an official Contest unique PIN code (each, a “PIN Code”). At the beginning of the Contest Period, 50,000 PIN Codes will be available for distribution. You may obtain a PIN Code by either of the following ways during the Contest Period (while supplies last):

A. Visit a participating Toyota Tundra event booth (each, a “Booth”) and request an official Contest ballot with a PIN Code (a “Ballot”) from the Contest Sponsors’ representative to receive a Ballot, while supplies last (see below for details). For up-to-date information regarding the event dates, locations and number of Ballots available to be distributed at the beginning of each event, visit [www.tundratoughcontest.ca](http://www.tundratoughcontest.ca) (the “Contest Website”); OR

B. Send an email to [toyota@venturecommunications.ca](mailto:toyota@venturecommunications.ca) that includes: (i) a minimum one hundred (100) word, unique and original essay based on the topic of “Why the Toyota Tundra is Tough for Years”; and (ii) your first name, last name, telephone number, email address and complete mailing address (including postal code) (each, an “Email Request”). To be eligible to receive a PIN Code (while supplies last), your Email Request must be received during the Contest Period. If your Email Request is received in accordance with these Official Contest Rules (the “Rules”), the Sponsor will send you a PIN Code via email (which will be sent to the email address provided as part of your Email Request).

After you have received your PIN Code, to enter, visit the Contest Website, and follow all instructions on the Contest Website to fully complete and submit the official Contest

entry form (the “Entry Form”), which requires you to: (i) provide your first and last name, full address, phone number, email address and your PIN Code; and (ii) signify that you have reached the age of majority in the eligible province in which you reside and that you have read and agree to be bound by these Official Contest Rules (the “Rules”).

If you fully complete and submit your Entry Form following the instructions provided on the Contest Website during the Contest Period (as determined by the Contest Sponsors at their sole discretion), you will be eligible to receive one (1) entry into the Contest (an “Entry”).

Only one (1) Entry per person/address/e-mail address is permitted, regardless of the method of obtaining a PIN Code. If it is discovered that any person has attempted to: (i) obtain more than one (1) Entry per person/address/e-mail address; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address or address to enter the Contest; then (in the sole and absolute discretion of the Contest Sponsors) any or all of your Entries may be deemed invalid. Your Entry may be rejected if (in the sole and absolute discretion of the Contest Sponsors) the Entry Form is not fully completed with all required information and submitted during the Contest Period. Use (or attempted use) of multiple names, identities, email addresses, addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Contest Sponsors.

All Entries are subject to verification at any time. The Contest Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsors – including, without limitation, government issued photo identification) to participate in this Contest and/or compliance with these Rules. Failure to provide such proof to the satisfaction of the Contest Sponsors in a timely manner may result in disqualification (as determined by the Contest Sponsors at their sole discretion). The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

All eligible Entries received in accordance with these Rules will be entered into the Grand Prize Draw (defined below).

5. GRAND PRIZE DRAW DATE: The random draw to award the Grand Prizes (the “Grand Prize Draw”) will take place at approximately 9:00 a.m. MST in Calgary, AB on Oct 3<sup>rd</sup>, 2014 (the “Draw Date”) from among all eligible Entries received. The first three (3) entrants selected in the course of the Grand Prize Draw will each be deemed a potential Grand Prize winner.

6. IN ORDER TO WIN: Before being declared a confirmed Grand Prize winner, each selected entrant must: (i) first correctly answer, unaided, a mathematical skill-testing question asked by telephone or email at a time mutually convenient to the selected entrant and the Contest Sponsors (or the latter’s designated agent); and (ii) sign and return the Contest Sponsors’ release (the “Release”) confirming acceptance of the Grand Prize as awarded and releasing the Contest Sponsors, their respective assignees, affiliates, officers, directors, agents, representatives, successors and associates and others named in the Release (collectively, the “Released Parties”), from any and all liability that may arise in relation to the Contest, his/her participation therein and/or the awarding and use/misuse of the Grand Prize or any portion thereof. If a

selected entrant, in the sole and absolute discretion of the Contest Sponsors: (a) fails to correctly answer the skill-testing question; (b) cannot accept the Grand Prize as awarded for any reason; (c) fails to provide proof of identity; (d) fails to sign and return the Release as instructed; and/or (d) is found to have violated these Rules or otherwise does not meet all Contest conditions, then he/she will be disqualified (and will forfeit all rights to a Grand Prize) and the Contest Sponsors reserve the right, in their sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

The decisions of the Contest Sponsors are final with respect to all aspects of this Contest, including but not limited to eligibility of entrants, PIN Codes, Entries and Ballots and the correctness of an answer to the skill-testing question.

7. GRAND PRIZES: There are three (3) Grand Prizes available to be won in the Contest, each consisting of a \$5,000 gift card to Home Depot (subject to the terms and conditions of the issuer). Limit of one (1) Grand Prize per person. Each Grand Prize must be accepted as awarded and cannot be transferred or assigned to another person, substituted for another prize, or exchanged in whole or in part, for cash, except at Contest Sponsors' option. The Contest Sponsors reserve the right to substitute each Grand Prize with one of equal or greater value, including, without limitation, but at Contest Sponsors' sole discretion, a cash award.

8. ODDS OF WINNING A GRAND PRIZE: The odds of winning a Grand Prize depends upon the total number of eligible Entries received, but will be no worse than 1 in 16,666. A maximum of 50,000 PIN Codes will be issued as provided herein.

9. NOTIFYING SELECTED WINNER: The Contest Sponsors or their designated representative will make a minimum of three (3) attempts to contact each selected entrant by telephone or email (using the information provided on the applicable Entry Form) within three (3) weeks of the Draw Date. The selected entrant will be disqualified if (a) she/he cannot be reached after three (3) attempts; or (b) the Contest Sponsors determine, in their sole and absolute discretion, that she/he is ineligible according to these Rules; or (c) that person does not comply with these Rules including correctly answering the skill-testing question; or (d) if his/her prize notification is returned to the Contest Sponsors as being undeliverable. In the event a selected entrant is disqualified, the Contest Sponsors reserve the right, in their sole and absolute discretion, to randomly select an alternate eligible entrant from among all remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant). Arrangements for receiving the Grand Prize will be made directly between the confirmed winner and the Contest Sponsors.

10. CORRESPONDENCE AND COMMUNICATION: All correspondence and communication with entrants in connection with this Contest will be by mail, email or telephone, except as otherwise noted. By participating in this Contest, entrants agree to abide by, and be bound by, these Rules. The Contest is subject to all applicable federal, provincial and municipal laws and is void where prohibited.

11. RELEASES: By participating in and accepting a Grand Prize in this Contest, each winner: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Grand Prize as awarded; and (iii) consents to the publication, reproduction and/or other use of his/her first and last name, municipality, voice, statements about the Contest, picture (both moving and still) and/or other likeness, without further notice or

compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsors in any manner whatsoever, including print, broadcast or the internet. Each Grand Prize winner agrees to release the Released Parties from any and all liability, claims or actions of any kind whatsoever for injuries, damages or lost persons and property which may be sustained in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Grand Prize or any portion thereof.

12. NO LIABILITY: The Contest Sponsors reserve the right, in their sole and absolute discretion, to change the terms of this Contest, suspend or cancel it (or to amend these Rules), at any time and in any way, without liability on the part of the Contest Sponsors, and without prior notice. The Released Parties shall not be liable for late, lost, stolen, damaged, incomplete, misdirected, mislaid, illegible or unintelligible Entries (all of which are void). All Entry materials become property of the Contest Sponsors. The Released Parties assume no responsibility for failure of the internet or the Contest Website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, postal service, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the Contest. If, in the sole and absolute discretion of the Contest Sponsors, the administration or integrity of the Contest is compromised or corrupted at any time, the Contest Sponsors reserve the right to modify, suspend or cancel the Contest or to disqualify any entrant's Entry in the Contest or entitlement to a Grand Prize. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Contest Sponsors in their sole and absolute discretion) is a violation of criminal and civil laws and, should such an attempt be made, the Contest Sponsors reserve their right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsors reserve their right, in their sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsors, in their sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

13. REFERENCES TO OTHER TRADE NAMES: The Contest Website may contain references to other company, brand and/or product names. These company, brand and/or product names are used for identification purposes only and may be trade-marks of their respective owners. The images of people or places displayed, forms, structures and graphics displayed or found within the website are either the property of, or used with permission by Toyota Dealers Advertising Association - Prairie Zone. Toyota Dealers Advertising Association - Prairie Zone may be, but is not necessarily, sponsored by or affiliated with any owners of the other company, brand or product names appearing on the website, and makes no representations about them, their owners, their products or services.

14. PRIVACY: By entering this contest, each entrant expressly consents to the Contest Sponsors, their respective agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with the Contest Sponsors' privacy policy, unless the entrant otherwise agrees. For further information about the Contest Sponsors' privacy

practices, please review the privacy policy by clicking this link  
<http://www.prairietoyota.ca/privacy-policy>.

15. DISCREPANCY: In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, websites (including, without limitation, the Contest Website) and/or point of sale, television, print, online or other advertising or correspondence; the terms and conditions of these Rules shall prevail, govern and control.