



## Pacific Toyota Dealers Fall 2024 Tires Giveaway' Contest

### Official Rules & Regulations

#### **THIS CONTEST IS OPEN TO BRITISH COLUMBIA AND YUKON RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW**

**ELIGIBILITY:** The Pacific Toyota Dealers 'Fall 2024 Tires Giveaway' Contest (the "Contest") is open to legal residents of the province of British Columbia and Yukon who are at least 19 years of age at the time of entry. The Contest is not open to employees, representatives or agents (or those with whom they are domiciled, whether related or not) of the Pacific Toyota Dealers (the "Sponsor"), its member dealers, Toyota Canada Inc., or their respective agents/affiliates (collectively the "Contest Parties"). By entering this Contest, the entrant represents that they have read, understood and agreed to comply with these Official Contest Rules & Regulations ("Official Rules"). Entry into this Contest constitutes your acceptance of, and agreement to be legally bound by, these Official Rules.

The Contest opens on Tuesday, October 15, 2024 at **9:00 AM MST** and closes at **5:00 PM MST** on Tuesday, December 31, 2023 (the "Contest Period").

**HOW TO ENTER:** NO PURCHASE NECESSARY. To enter, eligible participants must complete the online entry form available at [www.shoptoyota.ca/pacific/en/tire-contest](http://www.shoptoyota.ca/pacific/en/tire-contest) by entering their first and last name, valid email address, postal code, and (ii) signify agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules. Once you have fully completed the entry form with all required information, click the "submit" button to complete your entry (the "Entry").

To be eligible, your Entry must be submitted and received within the Contest Period.

**ENTRY LIMIT:** Limit one (1) Entry per person. For greater certainty, you can only use one (1) email address to enter the Contest. If it is discovered that any person has attempted to: (i) obtain more than one (1) Entry per person; and/or (ii) use (or attempt to use) multiple names, multiple identities and/or more than one (1) email address to enter the Contest, then (in the sole and absolute discretion of the Sponsor) they may be disqualified from the Contest and all of their Entries voided. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the entry form is not fully completed with all required information. Use (or attempted use) of 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 Sponsor. The Released Parties (as defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

All Entries are subject to verification at any time and for any reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

**PRIZE DETAILS AND DRAW:** There will be a total of one (1) prize available to be won, consisting of one (1) set of four (4) tires from a Pacific Toyota dealership of your choice to the maximum retail value of \$2,000 CDN. Prize includes tires only. Rims, accessories and installation not included.

Winner Selection: One eligible Entry will be drawn at random at or around 9 A.M. on Tuesday, January 6, 2025 from among all eligible Entries received in accordance with these Official Rules. The odds of winning depend on the number of eligible Entries received.

Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the prize or a component thereof with a prize of equal or greater value. The prize will only be awarded to the person whose verifiable full name and valid email address appears on the entry form. All aspects of prize are subject to availability and subject to change.

**WINNER NOTIFICATION AND CONFIRMATION:** The Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected entrant using the information provided on the entry form within five (5) business days of the draw date. If the selected entrant cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then they will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its 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).

Before being declared as the confirmed winner, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return, within five (5) business days of notification, the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their name, city/province of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet and including, but not limited to, any video or feature article which the Sponsor may elect to produce and publish in their discretion. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest declaration and release form within the specified time; and/or (c) cannot accept the prize as awarded for any reason; then they will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its 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).

**GENERAL CONDITIONS:** This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Official Rules.

The Released Parties will not be liable for: (i) any failure of the Contest entry system(s) during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry and/or other information to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other

organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that they are the authorized account holder of the email address associated with the Entry in question.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest (or to amend these Official Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy. By opting in by checking the box on the entry form, you will be consenting to receiving promotional communications from Toyota Pacific Dealers Association and Toyota Canada.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant or Entry with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the entry form, Contest website and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.