

**PACIFIC
TOYOTA
DEALERS**



**Pacific Toyota Dealers "Ultimate Sun Peaks 2024" 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 "Ultimate Sun Peaks 2024" Contest (the "Contest") is open to legal residents of the province of British Columbia and the Yukon who are at least 19 years of age at the time of entry. The Contest is not open to employees or representatives (or those with whom they are domiciled, whether related or not) of the Toyota Pacific Dealers Association (the "Sponsor"), its member dealers or their respective agents/affiliates (collectively the "Contest Parties"). By entering this Contest, the entrant represents on behalf of him/herself that the entrant has read, understood and agreed to comply with these Official Contest Rules & Regulations ("Official Rules"). Entry into this Contest constitutes your acceptance of these Official Rules.

The Contest opens on Monday, August 26, 2024 at 9:00 AM PDT and closes at 5:00 PM PDT on Monday, September 9, 2024 (the "Contest Period").

HOW TO ENTER: NO PURCHASE NECESSARY. To enter, participants must complete the online entry form by entering first and last name, email address, postal code, phone number and (ii) signify agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the "Rules"). Once you have fully completed the Entry Form with all required information, click the "submit" button to complete your entry (the "Entry").

PRIZE DETAILS AND DRAW: There will be a total of one (1) grand prize available to be won, including a three-night visit to Sun Peaks Grand Hotel during the 2025 summer season, including three (3) nights accommodation for two (2) at Sun Peaks Grand Hotel, three (3) days of adult bike park lift tickets for two (2), a \$200 resort gift card (eligible for Mantles, Masa's or Morrissey's), VIP access to Freeride Days, and a \$200 gas credit in the form of a prepaid Visa gift card. Stays are subject to availability at the time of booking. Sun Peaks Grand reserves the right to limit or refuse redemption during peak periods, including but not limited to, dates through the festive season and other statutory holidays. Blackout dates and other conditions may apply. Approximate retail value of prize package: \$1,750.00 CDN.

Winner Selection: One entry will be drawn at random at or around 9 A.M. on Tuesday, September 10, 2024 from among all eligible entries received in accordance with these Official Rules. The odds of winning a prize depends 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 except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a 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/social media handle appears on the Entry Form. There is a limit of one (1) Prize per email address. All aspects of prize are subject to availability and subject to change. The Contest Parties reserve the right to make substitutions of prize elements in their sole discretion.

WINNER NOTIFICATION AND CONFIRMATION: For the Grand Prize (referred to in this section as "Prize"), the Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected entrants using the information provided on the Entry Form within one (1) business day of the respective draw date. If a selected entrant cannot be contacted within one (1) business day of the draw date, or if there is a return of any notification as undeliverable; then he/she 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 a confirmed Prize winner, each 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 one (1) business day of notification, the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these 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 "Releasees") from any and all liability in connection with this Contest, his/her 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 his/her name, address, 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 Sponsors may elect to produce and publish in their discretion. If a 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 he/she 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 Rules.

The Releasees 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 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 he/she is 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 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 his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy, unless the entrant otherwise agrees.

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 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 Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

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, Contest website and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.

NO PURCHASE NECESSARY: The Contest closes Monday, September 9, 2024 at 5:00 pm PDT. Open to legal residents of British Columbia and the Yukon age 19 years or older. There will be a total of one (1) grand prize available to be won, including a three-night visit to Sun Peaks Grand Hotel during the 2025 summer season, including three (3) nights accommodation for two (2) at Sun Peaks Grand Hotel, three (3) days of adult bike park lift tickets for two (2), a \$200 resort gift card (eligible for Mantles, Masa's or Morrissey's), VIP access to Freeride Days, and a \$200 gas credit in the form of a prepaid Visa gift card. Stays are subject to availability at the time of booking. Sun Peaks Grand reserves the right to limit or refuse redemption during peak periods, including but not limited to, dates through the festive season and other statutory

holidays. Blackout dates and other conditions may apply. Approximate retail value of prize package: \$1,750.00 CDN.

PRIVACY POLICY: By entering information on the Contest entry form, you consent to the use of such information to administer, implement and fulfill this Contest 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, Toyota Canada and Sun Peaks Resort LLP. By entering this contest, entrants understand and approve a complete release of Facebook and Instagram and offer acknowledgement that this promotion is in no way sponsored, endorsed, administered by or associated with Facebook and/or Instagram.