



OFFICIAL RULES FY20
USA Toyota Dream Car Art Contest



NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE APPLICANT'S CHANCES OF WINNING. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND APPLICANTS & PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

KEY DATES AT A GLANCE

Friday, November 1, 2019.....	U.S. Contest Period opens
Friday, January 31, 2020.....	U.S. Contest Period closes
March 2020	U.S. Contest National Judging Event
March 2020	U.S. Contest Winners (9 total) Announced

A. ELIGIBILITY. The USA Toyota Dream Car Art Contest (“Contest” or “National Contest”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are the age of majority in their state of residence and who are parents or legal guardians of children between the ages of four (4) and fifteen (15) years of age at the time of entering (“Participant”). Eligible entries are those created by the Participant’s child (referred to herein as “Applicant”). Employees, officers and directors of Toyota Financial Services (“Sponsor”), its parent company, and each of their respective subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family and persons living in the same household of such individuals, are not eligible to enter or win. For purposes of this Contest, ‘immediate family members’ are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and ‘those living in the same household’ shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law.

B. HOW TO ENTER. The three (3)-step submission process takes place between Friday, November 1, 2019 through Friday, January 31, 2020 (“Contest Period”), which is as follows:

1. Obtain and complete an official entry form (“Entry Form”) available for free download online through www.ToyotaDreamCarUSA.com.
2. Submit hand-drawn (not digital) original artwork (“Artwork”) in color created by Applicant on paper sized **within** 15.7 to 21.7 inches (400mm x 500mm).
3. Artwork must be accompanied by a written description of the car on or attached to the Entry Form. Artwork may be done on any type of paper within the recommended sizes using artistic medium such as paint (watercolors, acrylic, etc.), markers, crayons, and colored pencils. Artwork, together with a completed Entry Form, shall be collectively referred to as the “Submission.” The Entry Form must include the name, email address, home mailing address, telephone number (including area code), date of birth and other required information listed on the document for the Participant and Applicant. Send Submission in its entirety via regular U.S. Postal Service mail in an envelope with proper postage postmarked no later than Friday, January 31, 2020 to:

CauseConnect, LLC

Attn: TOYOTA DREAM CAR ART CONTEST
5535 Memorial Dr., Ste. F-666
Houston, TX 77007

All Submissions must be received by regular U.S. Postal Service mail no later than Friday, February 7, 2020 or the entry will be deemed ineligible. Entries may NOT be dropped off at Toyota dealerships and MUST be submitted via mail. There is NO limit on the number of Submissions per person. However, each Artwork must be different from the other ones submitted and must be accompanied by a separate official Entry Form, all of which must be mailed separate from other Submissions. Submissions become the sole physical property of Sponsor and will not be returned unless a self-addressed, stamped envelope is included with the Submission. For any Applicant not selected as a National Contest Winner (defined below), original artwork can only be returned if a self-addressed, stamped envelope is included with their Submission.

C. ARTWORK REQUIREMENTS. Artwork must meet the following requirements to be eligible as any not meeting these requirements is ineligible for consideration in the Contest.

1. Artwork must be an original illustration in color hand-drawn (not digital) on paper with measurements within 15.7 to 21.7 inches (400mm x 500 mm). While all sizes in the table below are acceptable, paper that is sized 11x17 inches is recommended:

	MILLIMETERS		INCHES	
	Width	Height	Width	Height
Letter	215.9	279.4	8.5	11
Legal	215.9	355.6	8.5	14
Ledger	279.4	431.8	11	17
Tabloid	431.8	279.4	17	11

2. Artwork should be accompanied by a written description of the car provided in the Entry Form and parents, legal guardians or an adult may assist the Applicant with the written description.
3. Artwork may not contain content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise containing inappropriate content or objectionable material as determined by Sponsor, in its sole and unfettered discretion.
4. Artwork must be an original work created solely by the Applicant and must not infringe any copyright, trademark, privacy, publicity or other intellectual rights of any person or entity.
5. If Artwork contains an image of any recognizable persons, on behalf of the Applicant, the Participant is responsible for obtaining, prior to sending the Submission, any and all releases and consents necessary to permit the exhibition and use of Artwork by Sponsor as set forth in these "Official Rules". If an image of a recognizable person appearing in any Artwork is under the age of majority in their state, country or province of residence, the signature of a parent or legal guardian is required on each release.
6. Artwork must not contain any personally identifiable information of any person other than Participant or Applicant. Should Artwork include personally identifiable information of Participant or Applicant, Participant acknowledges and agrees that such information will be publicly disclosed, and Participant is solely responsible for any consequences thereof on behalf of the Applicant.
7. Artwork must not contain any commercial content or logos other than that of Sponsor.

8. Artwork may not have been previously published or won previous awards or exhibited or displayed publicly (i.e., disclosed beyond Applicant's immediate circle of friends and family) through any means previously.
9. Artwork may not contain any material or elements that are not owned/created by Participant or Applicant and/or that are subject to the rights of any third parties.

By submitting a Submission, the Participant agrees that Artwork by the Applicant conforms to these Official Rules and that the Sponsor, in its sole discretion, may disqualify the Submission for any reason at any time, including if it determines that, in its sole discretion, the Submission fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

Also, by submitting a Submission, on behalf of the Applicant, Participant hereby grants permission for Artwork to be posted online by Sponsor on its website and social media networks, and otherwise used for commercial or non-commercial purposes. Participant and Applicant agree that Released Parties (as defined below) are not responsible for any unauthorized use of the Applicant's Artwork by any third parties. Released Parties do not guarantee the posting of any Artwork by the Applicant. Participant and Applicant agree that neither Participant nor Applicant will use the Applicant's Artwork for any other purpose, including, without limitation, posting of the Applicant's Artwork to any online social networks without the express consent of Sponsor in each instance.

D. JUDGING. All eligible Artworks received by Sponsor will be divided by age of the Applicant into three (3) age categories (under 8 years old; 8-11 years old; and 12-15 years old; each a "Category") and judged by a panel of qualified judges based on the following criteria:

1. Execution of Concept (33.4%)

Does the Artwork express its theme and concept in an understandable way?

2. Uniqueness (33.3%)

Is the dream or future car depicted in the Artwork a product of the Applicant's unique imagination?

3. Artistry (33.3%)

Is the design of the Artwork solid? Are colors in balance? Does it have enough detail?

The top three (3) Applicants whose Artwork receives the highest scores in each Category (for a total of nine (9)) will each be deemed a "National Contest Winner." In the event of a tie, the tied entries will be re-judged using the criteria above until the tie is broken. Sponsor reserves the right to choose fewer than the stated number of potential National Contest Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Artworks.

E. NATIONAL CONTEST WINNERS NOTIFICATION. National Contest Winners will be notified by the Sponsor via telephone or email on or about March 31, 2020. Decision of Judges and Sponsor are final and binding on all matters related to the Contest. After notification, National Contest Winners will be emailed three (3) forms, which must be completed, signed and returned to the Sponsor: (a) Affidavit of Eligibility & Publicity Release, (b) Winner Liability Release, and (c) Travel Companion Liability/Publicity Release (unless prohibited by law) on behalf of the Participant and Applicant (collectively, "Release Forms"). Any other documents that may be required by Sponsor must be completed and returned for the Applicant to receive his/her National Contest Prize. Return of a prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a National Contest Winner within a reasonable time period or

noncompliance with these Official Rules by any National Contest Winner may result in disqualification and, at Sponsor's sole discretion, the position may be awarded to the next runner-up in the Category.

- F. NATIONAL CONTEST PRIZES.** Limit one (1) prize per Participant/Applicant in connection with this Contest. The prize will be awarded to Participant on behalf of the Applicant. For the first prize (or Gold Award) winner selected in each Category, the National Contest Winner receives a \$750 Toyota Mastercard® Reward Card. For the second prize (or Silver Award) winner in each Category, the National Contest Winner receives a \$500 Toyota Mastercard® Reward Card. For the third prize (or Bronze Award) winner in each Category, the National Contest Winner receives a \$250 Toyota Mastercard® Reward Card. The cash card will be subject to issuer's terms and conditions thereto and any terms and conditions on the card itself. Additionally, each National Contest Winner will receive an award certificate and a ready-to-frame copy of their artwork. The total ARV of all prizes awarded in the National Contest is \$5,850.

MASTERCARD IS NOT A PARTICIPANT IN OR SPONSOR OF THIS CONTEST. References to third parties in connection with prizes are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.

- G. GENERAL CONDITIONS.** By participating, each Participant agrees (on behalf of themselves and Applicant): (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge, indemnify and hold harmless Sponsor, its affiliates, subsidiaries, and advertising and promotion agencies; and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from and against any and all claims, costs (including attorneys' fees), fines, injuries (up to and including bodily injury and death), liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from (i) Participant's or Applicant's participation in the Contest or any Contest-related activity; (including travel to/from any Contest activity); (ii) the acceptance, possession, use or misuse of any prize (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize; and (c) except where prohibited by law, to the use of Participant's and his/her Applicant's names, voices, performances, photographs/videos, images and/or likenesses for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide, including, but not limited to, on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from Participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Participant agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any

Participant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

- H. USE OF ALL ARTWORKS.** By submitting a Submission, each Participant and Applicant hereby grant to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and non-exclusive license to use, publish, exploit, modify, edit, transmit and distribute the Artwork, including, without limitation, except where prohibited by law, the names and likenesses of any persons or locations embodied therein, and Participant's and Applicant's names and likenesses in any and all media now known or hereafter devised, worldwide, in perpetuity for Sponsor's advertising and promotional purposes without compensation, permission or notification to Participant, Applicant or any third party.
- I. OWNERSHIP OF ARTWORKS BY NATIONAL CONTEST WINNERS.** By accepting a prize, a National Contest Winner agrees that the Artwork will be irrevocably assigned and transferred to Sponsor and all of Applicant's right, title and interest in and to his/her Artwork, including, all but not limited to, all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged, shall vest in Sponsor. National Contest Winner waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Artwork. Sponsor reserves the right to alter, change or modify the winning Artwork or make derivative works of the Artwork, in its sole discretion. Upon request of Sponsor, National Contest Winner shall execute and deliver such additional instruments of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Artwork and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.
- J. GOVERNING LAW/LIMITATION OF LIABILITY.** The Contest and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Texas (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Texas and where the relevant contacts are with such state. Except where prohibited, as a condition of participating in this Contest, each Participant and each Applicant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest, or the determination of a National Contest Winner shall be resolved individually, without resort to any form of class action. Each Participant and Applicant further agrees that in any cause of action, the Released Parties' entire liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorneys' fees and/or experts' fees and costs. Participant and Applicant waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and Participant further waives all rights to have damages multiplied or increased.
- K. DISPUTE RESOLUTION.** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor 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 Participant or Applicant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- L. MISCELLANEOUS.** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, postage-due Submissions; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Contest site, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Artworks, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by any website or its users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest site. Persons who tamper with or abuse any aspect of the Contest or Contest site, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised in any way, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential National Contest Winners from all eligible, non-suspect Submissions received prior to action taken using the judging procedure outlined above. The invalidity or unenforceability of any provision of these Official Rules or the Release Forms will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Release Forms is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Participants and Applicants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- M. CAUTION.** Any attempt to damage the website or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such individual to the fullest extent of the law, including criminal prosecution.
- N. REQUEST FOR LIST OF WINNERS.** For a list of winners (available after March 31, 2020), send an email (before July 1, 2020) to TFS_Community_Relations@toyota.com.
- O. ENTRY INFORMATION AND CONTEST COMMUNICATIONS.** As a condition of entering the Contest, each Participant gives consent for Sponsor to obtain and deliver his or her and Applicant's name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information that the Participant provides to Sponsor may be used to communicate with the Participant in relation to this Contest or on a Contest winner's list.
- P. SPONSOR.** This Contest is sponsored by Toyota, 6565 Headquarters Dr., Plano, TX 75024.