



**TOYOTA**



**to Benefit the Guilds of Valley Children's Healthcare**

## **2023 World Ag Expo®**

# **TOYOTA TUNDRA GIVEAWAY**

### **OFFICIAL RULES**

- 1. ELIGIBILITY:** World Ag Expo® Toyota Tundra Giveaway to Benefit the Guilds of Valley Children's Healthcare (the "Fundraiser") is open to individuals who are 18 years of age or older. Need not be present to win. Officers, directors, and staff of International Agri-Center®, the Foundation and Guild Department of Valley Children's Healthcare, or the Central Valley Toyota Dealers Association and their advertising or promotion agencies and the immediate family (spouse, parents, siblings and children) of each such persons are not eligible. All federal, state, and local laws and regulations apply. Sponsor (Toyota) reserves the right to verify eligibility qualifications of any winner. Void where prohibited or restricted by law.
- 2. SPONSOR:** The fundraiser is facilitated by International Agri-Center® and sponsored by Toyota. The Toyota Tundra is donated by Central Valley Toyota Dealer Association: Madera Toyota, Michael Toyota in Fresno, Toyota of Clovis, Merced Toyota, Modesto Toyota World, Freeway Toyota, Toyota of Selma, and Visalia Toyota.
- 3. AGREEMENT TO OFFICIAL RULES:** Participation in the Toyota Tundra Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these official rules and the decisions of the Sponsor (Toyota) which are final and binding. Winning the Toyota Tundra is contingent upon fulfilling all requirements set forth herein.

4. ENTRY PERIOD: Ticket Sales for the Toyota Tundra Giveaway will begin October 13, 2022 and end February 16, 2023 at 3:00 p.m. PST. All tickets must be placed in the drawing hopper by 3:00 p.m. PST on February 16, 2023 in order to have a chance to be drawn.

5. ENTRY: Three ways to enter the giveaway:

- I. An entrant may purchase one (1) ticket from the Guilds of Valley Children's Healthcare for five dollars (\$5.00) or five (5) tickets for twenty dollars (\$20.00).
- II. An entrant may purchase one (1) ticket from the Guilds of Valley Children's Healthcare for five dollars (\$5.00) or five (5) tickets for twenty dollars (\$20.00) at the Holiday Boutique, 1772 W. Bullard, Fresno, CA.
- III. An entrant may purchase one (1) ticket for five dollars (\$5.00) or five (5) tickets for twenty dollars (\$20.00) by calling Valley Children's Healthcare Guild Department and a ticket will be mailed to you.
- IV. An entrant may purchase one (1) ticket at participating Central Valley Toyota dealerships for five dollars (\$5.00) or five (5) tickets for twenty dollars (\$20.00).

No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the fundraiser organizers and receipt of entries will not be acknowledged or returned. Delivery of the Toyota Tundra requires a street address (no P.O. Boxes). Toyota, International Agri-Center®, or Valley Children's Healthcare are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, or misdirected entries. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by the Sponsor (Toyota)

6. DRAWING / ODDS: At the conclusion of the entry period the fundraiser organizers (Valley Children's Healthcare, International Agri-Center®, and Toyota) will select one (1) potential winner in a random drawing of all eligible entries received. Odds of winning will depend on the number of eligible tickets received. The selected ticket will be announced on February 16, 2023, after 3:00 p.m. PST at the Toyota booth at World Ag Expo® and on World Ag Expo® social media sites and website.

7. REQUIREMENTS OF THE POTENTIAL WINNER: The winner is responsible for all transportation, taxes, and licensing fees, including a tax withholding of twenty-five percent (25%) of the net prize value which must be deposited with Sponsor (Toyota) before the Toyota Tundra is claimed. The potential winner will be contacted by phone and will be asked to

provide their full name, age, tax identification number, and mailing address within ten (10) days of the date of notification. Except where prohibited, the potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (“Affidavit/Release”) within seven (7) days of being notified. If a potential winner does not respond within the timeframe stated and/or fails to meet all of the qualifications, including payment of the twenty-five percent (25%) tax withholding, within fifteen (15) days of the date of notification, fundraiser organizers may select an alternate potential winner in his or her place at random from all other eligible entries. Additional drawings will continue as necessary until one (1) winner has met all qualifications.

8. PRIZE: One (1) Toyota Tundra SR Double Cab 2WD valued at approximately \$33,425 (the “Prize”). No cash or other substitution may be made, except by the Sponsor (Toyota) who reserves the right to substitute the Prize (Toyota Tundra) with another prize of equal or greater value if the Toyota Tundra is not available for any reason as determined by the Sponsor in its sole discretion.

9. CLAIMING OF THE TOYOTA TUNDRA: Winner will pick up the Prize (Toyota Tundra) at one of the Central Valley dealers, to be determined at a later date. It is the responsibility of the winner to cover any cost associated with picking up the Prize (Toyota Tundra) at a predetermined Toyota dealership.

10. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Fundraiser is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, the fundraiser organizers (Valley Children’s Healthcare, International Agri-Center®, and/or Toyota) may, in its sole discretion, either: (a) suspend the Fundraiser to address the impairment and then resume the Fundraiser in a manner that best conforms to the spirit of these official rules; or (b) award the Prize at random from among the eligible entries received up to the time of the impairment. The fundraiser organizers reserve the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Toyota Tundra Giveaway or to be acting in violation of these official rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Toyota Tundra Giveaway may be in violation of criminal and civil law, and should such an attempt be made, the fundraiser organizers reserve the right to seek damages from any such person to the fullest extent permitted by law. The fundraiser

organizers failure to enforce any term of these official rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the person in possession of the ticket corresponding to the entry. Neither Toyota, International Agri-Center®, or Valley Children's Healthcare, nor any other entity participating in operation of the Toyota Tundra Giveaway are responsible if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather, acts of terrorism or a worldwide pandemic. If an entrant does not comply with these official rules or attempts to interfere with the Fundraiser in any way, he or she will be disqualified.

11. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Toyota Tundra Giveaway, entrants agree to release and hold harmless the Sponsor (Toyota) and any other entity participating in operation of the Toyota Tundra Giveaway from and against any claim or cause of action arising out of participation in the Toyota Tundra Giveaway or receipt or use of any prize including but not limited to: (a) unauthorized human intervention in the Toyota Tundra Giveaway; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Toyota Tundra Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Toyota Tundra Giveaway or receipt of any prize. Entrant further agrees that in any cause of action, liability of the Sponsor (Toyota) and any other entity participating in operation of the Toyota Tundra Giveaway will be limited to the cost of entering and participating in the Toyota Tundra Giveaway, and in no event shall such entities be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever including but not limited to punitive, consequential, direct or indirect damages.

12. DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with the Toyota Tundra Giveaway or any prize awarded shall be resolved individually without resort to any form of class action and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, entrant's rights and obligations, or the rights and obligations of Sponsor shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction)

which would cause the application of the laws of any jurisdiction other than the State of California.

Revised Rules – 8.08.2022