



OFFICIAL RULES FY21
Toyota Dream Car USA Art Contest



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

KEY DATES AT A GLANCE

November 16, 2020Contest Period opens
January 31, 2021Contest Period closes
March 2021 Contest Judging and Announcement of Winners

SPONSOR AND ADMINISTRATOR. The Toyota Dream Car USA Art Contest (“Contest”) is sponsored by Toyota Motor North America, Inc., 6565 Headquarters Dr., Plano, TX 75024 (“Sponsor”) and administered by CauseConnect, 5535 Memorial Dr., Suite F-666, Houston, TX 77007-8021 (“Administrator”).

A. ELIGIBILITY. The 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”). Void where prohibited by law.

B. HOW TO ENTER. The Contest submission period opens on November 16, 2020 and closes on January 31, 2021 (“Contest Period”). The three-step submission process is as follows:

1. Download an official entry form (“Entry Form”) and artwork guidelines at www.ToyotaDreamCarUSA.com. Complete Entry Form with required information, such as the first name of Applicant, Applicant’s date of birth, Applicant’s school name, first and last names of Participant, Participant’s physical and email addresses and phone number, as well as a description of the Artwork, as defined below.
2. Applicant should create an original hand-drawn artwork (“Artwork”) on paper sized up to 15.7 to 21.7 inches (400mm x 500mm) but no smaller than 8.5 to 11 inches (215.9mm x 279.4 mm), accompanied by a written description of the Applicant’s Toyota Dream Car.
3. Artwork, together with a completed Entry Form, is collectively called a “Submission.” Each Submission must be postmarked by January 31, 2021 (“Deadline”) to the address below:

TOYOTA DREAM CAR USA ART CONTEST
c/o Plaza de la Raza – attn: CauseConnect
3540 N. Mission Rd.
Los Angeles, CA 90013-3135

All Submissions must be received no later than Monday, February 8, 2021 or the Submission will be deemed ineligible. It is recommended that Participants consider mailing their Submissions a week or two earlier than the Deadline to ensure timely receipt. Submissions may NOT be dropped off at any Toyota dealership and MUST be submitted via mail or shipping service. There is NO limit on the number of Submissions per Participant and Applicant. However, each Artwork must be different from the other ones submitted, must be accompanied by a separate official Entry Form, and 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.

C. ARTWORK REQUIREMENTS. Artwork must meet all of the following requirements to be eligible (note: any Artwork submitted that does not meet these requirements is ineligible for consideration in the Contest):

1. Artwork must be an original illustration hand-drawn in color on paper with measurements up to 15.7 to 21.7 inches (400mm x 500 mm) but no smaller than 8.5 to 11 inches (215.9mm x 279.4 mm). No digital or computer-generated drawings are accepted. The color, material and shape of the paper can be chosen freely but should not be thicker than 5mm or the Artwork will be disqualified. While all sizes in the table below are acceptable, paper that is sized 11x17 inches (tabloid or A3) 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 can be created using artistic medium such as paint (watercolors, acrylic, etc.), markers, crayons, and colored pencils. Collage or cutout pictures are allowed as part of simple drawings, but any materials or techniques that require special care in handling, such as Artwork that includes items that are not securely affixed and/or Artwork that is not protected from potential smudging, are not allowed.
3. Artwork should be accompanied by a written description of the Applicant's Toyota Dream Car. provided in the Entry Form and Participant may assist the Applicant with the written description.
4. 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.
5. 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.
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 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.
10. Artwork that has been collaboratively drawn by multiple individuals or has been created by a person other than the Applicant is ineligible.
11. Artwork submitted without a signed or completed Entry Form is ineligible.
12. Artwork that resembles previous Contest submissions, as determined by Sponsor, is ineligible.

By submitting a Submission, the Participant agrees that Artwork created solely by the Applicant conforms to these Official Rules and Sponsor may, in its sole discretion, disqualify the Submission for any reason at any time, including if it determines that 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 Artwork received by Sponsor will be divided by age of the Applicant into three (3) age categories: between the ages of 4 and 7; between the ages of 8 and 11; and between the ages of 12 and 15 (each a "Category") and judged by a panel of qualified judges ("Judges"), as determined by Sponsor, 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 Applicant's Toyota Dream 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 in each Category whose Artwork receives the highest scores (each a "Score") (for a total of nine (9)) will each be deemed a "Contest Winner," as further clarified below. In the event of a tie, the tied Artwork 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 Contest Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

E. CONTEST WINNERS NOTIFICATION. Contest Winners will be notified by the Sponsor via telephone or email on or about March 5, 2021. Decision of Judges and Sponsor are final and binding on all matters related to the Contest. After notification, Contest Winners will be emailed two (2) forms, which must be completed, signed and returned to the Sponsor: (a) Affidavit of Eligibility & Publicity Release and (b) Winner Liability Release 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 Prize, as specified below. Return of a Prize, as specified below, or

notification thereof as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a Contest Winner within a reasonable time period or noncompliance with these Official Rules by any Contest Winner may result in disqualification and, at Sponsor's sole discretion, the Prize, as specified below, may be awarded to the next runner-up in the Category.

- F. 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 each Category, the Contest Winner with the highest Score will each receive a \$750 Toyota Mastercard® Reward Card (each, a "Gold Award"). For each Category, the Contest Winner with the second highest Score will receive a \$500 Toyota Mastercard® Reward Card (each a "Silver Award"). And, for each Category, the Contest Winner with the third highest Score will receive a \$250 Toyota Mastercard® Reward Card ("Bronze Award"). The Gold Awards, the Silver Awards and the Bronze Awards (each, a "Prize") are subject to Mastercard terms and conditions thereto and any terms and conditions on the card itself. Additionally, each Contest Winner will receive an Award certificate and a ready-to-frame copy of their Artwork. The total approximate retail value ("ARV") of all Prizes to be awarded in the 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 Judges and Sponsor, 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 any 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 ARTWORK.** 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 ARTWORK BY CONTEST WINNERS.** By accepting a Prize, a Contest Winner agrees that the Artwork will be irrevocably assigned and transferred to Sponsor and all of Applicant's/Participant's right, title and interest in and to the Artwork, including, all but not limited to, all copyright and trademark rights to the Artwork in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged, shall vest in Sponsor. 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 Contest Winners may now or later have to the 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, 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 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 Artwork, 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 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 Contest Winners (available after March 5, 2021), send an email (before June 1, 2021) to info@toyotadreamcarusa.com.
- O. ENTRY INFORMATION AND CONTEST COMMUNICATIONS.** As a condition of entering the Contest, each Participant gives consent for Sponsor and/or Administrator 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 to be provided on a Contest Winners' list.