

## **“On your mark, redeem, win” Contest**

### **My Toyota Extra Program**

#### **Contest Rules**

1. The **“On your mark, redeem, win”** Contest is sponsored by l’Association pièces et service des concessionnaires Toyota du Québec (APSCTQ) (the “Contest Organizers”). The Contest runs in Québec from June 14, 2023 to August 21, 2023, at 11:59 p.m. ET (the “Contest Period”), in about sixty-six (66) Toyota dealers in Quebec participating in the My Toyota Extra program (the “Program”). The list of participating Québec Toyota dealers is available at <https://www.matoyotaextra.ca/en/find-a-dealer> (the “Participating Dealers”).

#### **ELIGIBILITY**

2. The Contest is open to individuals aged 18 or over, residing in Canada and being members of the Program (the “Members”). Employees, representatives and agents of the Contest Organizers, Toyota dealers in Quebec, Toyota Canada, of any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, suppliers of material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individuals with whom such employees, representatives and agents are domiciled, are not eligible.
3. All eligibility criteria and all conditions applicable to the Program can be obtained by consulting the terms and conditions available at the following address: <https://www.matoyotaextra.ca/en/matoyota-the-program> (the “Terms and Conditions of the Program”).

#### **HOW TO ENTER**

4. One (1) Contest entry will be granted to any Contest-eligible Member who makes an eligible redemption of My Toyota Extra points under the Program at one of the Participating Dealers during the Contest Period. There is no minimum number of points to redeem to obtain an entry. A point redemption transaction entitles you to a single entry into the Contest, regardless of the number of points redeemed.
5. Eligible redemption under the Program means an exchange of points under the Program made by a Member presenting his/her Membership card, his/her Membership card number or providing the email address or number telephone number linked to his/her account at a Participating Dealer, against a purchase credit for : i) parts; (ii) accessories; (iii) services; iv) maintenance and/or v) the purchase or lease of a new Toyota or a Certified used Toyota, or a non-Certified used Toyota (the “Eligible Redemption”), all in accordance with the Terms and Conditions of the Program.

6. In accordance with the Program, it is not possible to redeem points and therefore obtain a Contest entry for the purchase of services rendered by bodyshop departments;
7. If a person is not a Member of the Program, this person may become a Member during the Contest Period. To become a Member of the Program, all you have to do is meet the eligibility conditions for the Program and register by following the registration procedure at [www.matoyotaextra.ca](http://www.matoyotaextra.ca). No purchase is necessary to become a Member of the Program. To be eligible and become a Member of the Program, it is sufficient to have a domicile in Canada, to be eighteen (18) years of age or older, to own or lease a Certified Toyota vehicle or any other brand of vehicle and to be a current or potential client of a Toyota dealer in Quebec. **In order to obtain a Contest entry, the Program registration process and the Eligible Redemption process must be completed during the Contest Period.**

#### **ALTERNATIVE ENTRY WITHOUT PURCHASE**

8. **No purchase necessary.** If a person is not a Member of the Program, they may become a Member during the Contest Period in accordance with paragraph 7. **No purchase is necessary to become a Member of the Program.** If an Eligible Member wishes to participate in the Contest and obtain an entry without making an Eligible Purchase, he must legibly write a handwritten and original letter (no reproduction is admissible) of at least fifty (50) words explaining which getaway he would like to do in a Toyota and indicate his/her last name, first name, Member number, full address including postal code, telephone number including area code and email address. One (1) entry into the Contest will be automatically granted upon receipt of the eligible letter at the following address: **“On your mark, redeem, win”** Contest, Showroom Team, 1010 Rue Sainte-Catherine O., Montreal, Quebec, H3B 5L1. Each mailed letter must be sent in a sealed envelope with proper postage, and to be eligible must, under penalty of nullity, be mailed no later than August 21, 2023, the postmark being proof thereof.

#### **ENTRY LIMITS**

9. The following entry limits apply:
  - 9.1 There is a limit of one (1) entry per Member per redemption per day;
  - 9.2 There is a limit of five (5) entries per Member for the entire Contest Period, regardless of the method of entry;
  - 9.3 A person cannot participate with more than one (1) Membership card if he holds more than one;
  - 9.4 There is a limit of one no-purchase entry per stamped envelope.

## **PRIZES**

### **GRAND PRIZE**

10. One (1) grand prize will be awarded consisting of a gift certificate valued at one thousand dollars (\$1,000), redeemable at the Parts and Service Department at Participating Dealers.

### **SECONDARY PRIZES**

11. Five (5) secondary prizes will be awarded, each consisting of a gift certificate valued at five hundred dollars (\$500), redeemable at the Parts and Service Department at Participating Dealers.
12. The following conditions apply to gift certificates awarded as prizes:
  - a) The gift certificate must be exchanged for parts and services at a Participating Dealer's Parts and Service Department;
  - b) It cannot be exchanged for the purchase or lease of a vehicle or for services rendered by bodyshop departments;
  - c) The gift certificate must be redeemed in whole or in part no later than August 31, 2025.
  - d) If the gift certificate is not used in a single transaction, the balance of the gift certificate will be converted into My Toyota Extra points in accordance with the value set out in the Program Terms and Conditions, and registered to the Member's account.

### **PRIZE DRAW**

13. On September 5, 2023, around 10:00 a.m. (ET), at the offices of the agency responsible for organizing the Contest in Montreal, a random selection of six (6) eligible entries will be made among all the entries in the Contest, in order to award the prizes in the order in which they are described above.
14. The odds of an entrant's entry being selected for a prize depend on the total number of eligible entries received during the Contest Period.
15. There is a limit of one prize per person and per residence.

### **AWARDING OF PRIZES**

16. Any selected entrant will be notified and contacted by phone or email, at the sole discretion of the Contest Organizers, within five (5) business days of the random draw

(the "Communication"). The coordinates indicated in the Member's Program profile will be used for this purpose or those on the no purchase entry letters, if applicable. It is the responsibility of each Participating Member to ensure that their contact details are accurate and up to date. The Contest Organizers will not be liable if an entrant does not receive or respond to the Communication within the prescribed time. A participant who cannot be reached or does not respond within the time limit will be disqualified.

17. In order to be declared a winner and to receive a prize, any selected entrant must:

- a) be reached by email or telephone by the Contest Organizers and respond in accordance with the instructions provided within seven (7) days;
- b) at the request of the Contest Organizers, if they deem it necessary to confirm eligibility to the Contest, provide the information and documents necessary to verify their identity, eligibility and compliance with these Contest Rules, within the timeframe specified by the Contest Organizers;
- c) complete and sign the declaration and liability waiver form (the "Declaration Form") to the effect that he has fulfilled all the requirements of these rules of participation and return it to the Contest Organizers so that it is received no later than seven (7) days following the date it was sent to the selected entrant;
- d) have correctly answered the mathematical skill-testing question appearing on the Declaration Form.

18. If one of the conditions mentioned in these Contest Rules is not respected, the selected entrant will be automatically disqualified and will have waived any claim relating to the prize. In such a case, the Contest Organizers may, at their discretion, cancel the prize or hold a new draw in accordance with these Contest Rules among the remaining entries until an entrant is selected and declared the winner. The Contest Organizers reserve the right to modify the notification and declaration procedures for the selection of another winner, if necessary. In no event will more than the stated number of prizes be awarded. Lost or unclaimed prizes may not be awarded, at the sole discretion of the Contest Organizers.

19. Approximately thirty (30) days following the moment all conditions provided for in these Contest Rules are met and the persons selected for a prize are declared winners, they will receive their gift certificate in the mail.

## **GENERAL CONDITIONS**

20. **Verification.** Entries, no purchase entry letters, forms and communications with selected entrants are subject to verification by the Contest Organizers. Any entry, letter, Declaration Form or communication which is, as the case may be, incomplete, illegible, fraudulent, registered, received or submitted late, not bearing the correct answer to the

mathematical skill-testing question or otherwise noncompliant shall be rejected and will not entitle to an entry or to the Prize, as the case may be.

21. **Disqualification.** The Contest Organizers reserve the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants (e.g. entries exceeding the permitted limit). Such a person may be reported to the appropriate legal authorities.
  
22. **Acceptance of the prize.** The prize must be accepted as described in these Contest Rules and may not, in any case, be transferred to another person, or replaced by another prize, except as provided in the Contest Rules or at the sole discretion of the Contest Organizers.
  
23. **Substitution of Prize.** In the event where it would be impossible, difficult and/or more costly for the Contest Organizers to award the prize as described in these Contest Rules, they reserve the right to award a prize of the same kind and of equivalent value or, at their sole discretion, the cash value of the Prize as indicated in the Contest Rules.
  
24. **Liability limit: use of the prize.** By entering the Contest, the entrants selected for a prize indemnify, release and hold harmless the Contest Organizers, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, representatives and agents (the “Released Parties”) from and against any and all liability resulting from the acceptance or use of the prize. Each winner acknowledges that upon receipt of the gift certificate, the liability arising from the performance of the services in exchange for the gift certificate is the sole responsibility of the Participating Dealer who has honoured the gift certificate and that the only warranty applicable to the products and services obtained in exchange for the gift certificate is the usual warranty of the manufacturer or Participating Dealer.
  
25. **Liability limit: conduct of the Contest.** The Released Parties disclaim all liability for any malfunctioning of any computer component, software or communications line; loss or lack of a communications network; or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network that may limit or prevent any entrant’s participation in the Contest. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to participation in the Contest.
  
26. **Contest modification.** The Contest Organizers reserve the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human

intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules, subject to approval by the Régie des alcools, des courses et des jeux du Québec, if required.

27. **Termination of the participation in the Contest.** In the event that the computer system cannot register all Contest entries for whatever reason, or if participation in the Contest must be terminated in whole or in part before the end of the Contest Period, the Contest Organizers may, in their sole discretion, proceed with the Prize draw among the entries duly registered and received or, as the case may be, up to the event ending participation in the Contest.
28. **Prize limit.** In no event shall the Contest Organizers be required to award more than six (6) prizes as described above or to award prizes otherwise than in compliance with these Official Rules.
29. **Liability limit: participation in the Contest.** Persons who enter or try to enter this Contest release the Released Parties from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
30. **Authorization.** By entering this Contest, any entrant selected for the prize authorizes the Contest Organizers and their representatives to use his/her name, photo, likeness, voice, place of residence and/or statement regarding the Prize for publicity purposes, without any form of compensation.
31. **Communication with entrants.** No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Official Rules or at the Contest Organizers' discretion.
32. **Personal information.** Entrants' personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants, unless they have otherwise agreed to receive such communications.
33. **Entrant identification.** For the purpose of these Official Rules, the entrant is the Program account holder used for the purposes of his/her participation and it is to this person that the prize will be awarded if he/she is selected and declared a winner.
34. **Contest Organizers' decision.** Any decision by the Contest Organizers or their representatives regarding this Contest is final and without appeal, subject to a ruling by the Régie des alcools, des courses et des jeux on any issue under its jurisdiction.
35. **Litigation.** For Quebec residents, any litigation respecting the conduct or organisation of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie for the purpose of helping the parties reach a settlement.

36. **Unenforceability.** If a section of the Official Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
37. **Language.** In case of any discrepancy between the French and English versions of these Contest Rules, the French version shall prevail.