



World Ag Expo & Toyota Tundra Giveaway to Benefit the Guilds of Valley

Children's Hospital

OFFICIAL RULES

- 1. ELIGIBILITY:** World Ag Expo & Toyota Tundra Giveaway to Benefit the Guilds of Valley Children's Hospital is open to individuals who are 18 years of age or older. The winner must be a resident of the United States of America. Employees of the International Agri-Center, Foundation and Guild Department of Valley Children's Hospital, or Toyota Dealers and its advertising or promotion agencies, those involved in the production, development, implementation or handling of the fundraiser, any agents acting for or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers, and any other person or entity associated with the fundraiser and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible. All U.S., federal, state and local laws and regulations apply. Sponsor reserves the right to verify eligibility qualifications of any winner. Void where prohibited or restricted by law.
- 2. SPONSOR:** The fundraiser is sponsored by Central Valley Toyota Dealer Association: Madera Toyota, Michael Toyota in Fresno, Toyota of Clovis, Merced Toyota, Modesto Toyota World, Toyota of Hanford, Toyota of Selma, and Visalia Toyota.
- 3. AGREEMENT TO OFFICIAL RULES:** Participation in the fundraiser constitutes entrant's full and unconditional agreement to and acceptance of these official rules and the decisions of the sponsor which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 4. ENTRY PERIOD:** World Ag Expo & Toyota Tundra Giveaway to Benefit the Guilds of Valley Children's Hospital begins on December 12, 2014 and ends on February 12, 2015 at 3:00 p.m.
- 5. ENTRY:** Two suggested ways you may enter the giveaway:

- I. You may purchase a ticket from the Guilds of Valley Children's Hospital for a suggested \$5.00 donation.
- II. You may purchase a ticket from the Guilds of Valley Children's Hospital during World Ag Expo, Feb. 10-12, 2015 until 3:00 p.m. on February 12, for a suggested \$5.00 donation.

No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the sponsor and receipt of entries will not be acknowledged or returned. Delivery of prize requires a street address (no P.O. Boxes). Sponsor is 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 sponsor.

6. DRAWING: At the conclusion of the entry period, World Ag Expo will select the name of the potential winner in a random drawing of all eligible entries received during the entry period. The selected ticket will be announced on February 12, 2015, at 3:00 p.m. at the Toyota exhibit during World Ag Expo. The odds of being selected as a potential winner depend on the number of eligible entries received during the entry period. Potential winner will be contacted by phone and will be asked to provide their full name, age and mailing address within 10 days of the date of notification. If a potential winner does not respond within the timeframe stated World Ag Expo may select an alternate potential winner in his/her place at random from all entries received during the entry period.

7. SELECTION OF WINNER / ODDS. One (1) winner will be selected in a random drawing from among all eligible entries received during the entry period. Drawing will be conducted by sponsor and World Ag Expo on February 12, 2015. Odds of winning depend on the number of eligible tickets received. By entering the fundraiser you fully and unconditionally agree to be bound by these rules and the decisions of the sponsor and World Ag Expo, which will be final and binding in all matters relating to the fundraiser.

8. REQUIREMENTS OF THE POTENTIAL WINNERS: Winner must be a resident of the United States of America.

Except where prohibited, the potential winners 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 fails to sign and return the Affidavit/Release within the

required time period, an alternate entrant will be selected in his/her place in a random drawing of all entries received.

9. PRIZE: Toyota Tundra approximate valued at \$30,000. No cash or other substitution may be made, except by the sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the sponsor in its sole discretion. The winner is responsible for all transportation, taxes, and licensing fees associated with receipt or use of a prize. Winner will pick up the Toyota Tundra at one of the Central Valley dealers at a later date.

10. CLAIMING OF THE TOYOTA TUNDRA: It is the responsibility of the winner to cover any cost associated with picking up the Toyota Tundra at a predetermined Toyota dealer.

11. 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 sponsor 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 sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the fundraiser 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 fundraiser may be a violation of criminal and civil law and should such an attempt be made, the sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The sponsor's 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 authorized account holder. Sponsor is not responsible if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. If an entrant does not comply with these official rules, or attempts to interfere with this fundraiser in anyway he/she will be disqualified.

12. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the fundraiser, entrants agree to release and hold harmless the fundraiser entities and sponsors from and against any

claim or cause of action arising out of participation in the fundraiser or receipt or use of any prize including but not limited to: (a) unauthorized human intervention in the fundraiser; (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 fundraiser 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 fundraiser or receipt of any prize. Entrant further agrees that in any cause of action, the fundraiser entities' liability will be limited to the cost of entering and participating in the fundraiser and in no event shall the fundraiser 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.

13. DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the fundraiser 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 the sponsor in connection with 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 – 12/12/2014