

**Toyota Financial Services
11th Annual Toyota Dream Car Art Contest
OFFICIAL RULES (FY17)
No Purchase or Payment Required to Enter or Win**



Key Dates at a Glance

Sat 10/1/16.....	U.S. Contest Period opens
Tue 1/31/17.....	U.S. Contest Period closes
February 2017.....	U.S. Contest Semi-Finalists (90) Identified
February 2017.....	U.S. Contest Finalists (30) Identified
February 2017.....	U.S. Contest Finalists Notified and Paperwork Requested
March 2017.....	U.S. Contest National Judging Event
March 2017.....	U.S. Contest Winners (9) Announced
March 2017.....	U.S. Winning Artwork Sent to Japan as World Finalist Submissions
May-June 2017.....	World Contest Finalists (90) Identified
July 2017.....	World Contest Winners (30) Identified
August 2017.....	World Contest Awards Ceremony

1. **ELIGIBILITY.** The Toyota Financial Services Dream Car Art Contest ("Contest") is open 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 (collectively "Participant"). Eligible entries are those created by the Participant's child ("Applicant"). Employees of Toyota Financial Services ("Sponsor") and its parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (defined as spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited or restricted by law. Contest subject to all applicable federal, state and local laws.
2. **HOW TO ENTER.** The three-step submission process takes place between Saturday, October 1, 2016 through Tuesday, January 31, 2017 ("Contest Period"), which is as follows:
 - a. Obtain and complete an official Entry Form available for free download online through www.TFSintheCommunity.com/DreamCar.
 - b. 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 500 mm). Recommended sizes are:

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

- c. Artwork should be accompanied by a written description of the car. 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, home mailing address, telephone number (including area code), date of birth and other required information listed on the document for the Participant and Applicant (email address is optional).
- d. Send Submission in its entirety via regular U.S. Postal Service mail in an envelope with proper postage postmarked no later than Tuesday January 31, 2017 to:

**TOYOTA FINANCIAL SERVICES DREAM CAR ART CONTEST
Attn: Community Relations
19001 S. Western Ave., Mailstop EF33, Torrance, CA 90501**

- e. All Submissions must be received by regular U.S. Postal Service mail no later than Friday, February 10, 2017 or will be deemed ineligible. No limit on the number of Submissions per person. However, each Artwork must be different from other submitted ones and must be accompanied by a separate official Entry Form, all of which must be mailed separate from other Submissions. Submissions become sole property of Sponsor and will not be returned.

3. ARTWORK REQUIREMENTS. Artwork must meet the following requirements to be eligible:

- a. Artwork must be an original illustration in color hand-drawn (not digital) on paper (recommended paper sizes with measurements within 15.7 to 21.7 inches (400mm x 500 mm). Artwork not meeting these requirements is ineligible for consideration in the Contest. Artwork should be accompanied by a written description of the car.
- b. 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.
- c. Artwork must be an original artwork created solely by the Applicant and must not infringe any copyright, trademark, privacy, publicity or other intellectual rights of any person or entity.
- d. 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.
- e. 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 disclosed publicly and Participant is solely responsible for any consequences thereof on behalf of the Applicant.
- f. Artwork must not contain any commercial content or logos other than that of Sponsor.
- g. Artwork may not have been previously published or won previous awards.
- h. 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 confirms 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, in its sole discretion, that the fails to confirm 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 agrees 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 agrees that they will not 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.

4. 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:

- a. **Execution of Concept (33%)**
 - *Does the work express its theme and concept in an understandable way?*
- b. **Uniqueness (33%)**
 - *Is the dream or future car a product of the Applicant's unique imagination?*
- c. **Artistry (33%)**
 - *Is the design of the work solid?*
 - *Are colors in balance?*
 - *Does it have enough detail?*

The top three Applicants whose Artwork receives the highest scores in each Category will be deemed a National Contest Winner and potential World Contest Finalist for that Category. In the event of a tie, the Artwork among the tied Applicants with the highest score in Artistry will be declared the National Contest Winner. In the unlikely event of a further tie, the tied Applicant with the highest score in Uniqueness will be declared the National Contest Winner and in the event of a further tie, the tied Applicant with the highest score in Execution of Concept will be declared the National Contest Winner. In the event that a tie remains after application of all tie-breaker methods, the tied entries will be re-judged 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.

- 5. NATIONAL CONTEST WINNERS & WORLD CONTEST FINALISTS NOTIFICATION.** Decision of Judges and Sponsor are final and binding on all matters related to the Contest. National Contest Winners will be notified by telephone or email and must have signed completed copies of three forms on file — Affidavit of Eligibility & Publicity Release, Winner Liability Release, Travel Companion Liability/Publicity Release (unless prohibited by law) on behalf of the Participant and Applicant (collectively, "Release Forms") — and any other documents that may be required by Sponsor, which **MUST** be completed and returned for the Applicant to be considered as a World Contest Finalist. 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 or World Contest Finalist within a reasonable time period or noncompliance with these Official Rules by any National Contest Winner or World Contest Finalist may result in disqualification and, at Sponsor's sole discretion, the position as a World Contest Finalist may be awarded to the next runner-up in the Category. Officially becoming a World Contest Finalist is subject to verification of eligibility and compliance with these Official Rules.
- 6. PRIZES.** Limit one (1) prize per Participant on behalf of the Applicant. Each of the nine (9) National Contest Winners (three per Category) will receive an **Apple iPad or equivalent** (approximate retail value or ARV of \$350) and, if approved by Sponsor as a World Contest Finalist, will be flown at a later date to Toyota Motor Corporation ("TMC") Headquarters in Toyota City, Japan ("Trip") to compete with other World Contest Finalists around the globe for the Grand Prize (for more information about the World Contest in Japan, visit http://www.toyota-global.com/events/dream_car_art_contest/entry.html). The Trip consists of round-trip, economy-class air transportation for one World Contest Finalist and his/her guardian/parent from a major U.S. gateway airport nearest World Contest Finalist's residence to TMC Headquarters in Toyota City, Japan plus four (4) days and three (3) nights hotel accommodations within Japan included and determined by Sponsor (ARV of \$3,500), supervised tour of a TMC plant in Japan, and participation in both an "edutainment" program and farewell party. Trip must be taken on dates specified by Sponsor or it will be forfeited in its entirety and Sponsor will have no further obligation to such World Contest Finalist or his/her guardian/parent. Sponsor anticipates that Trip will be in **August 2017**, but Sponsor reserves the right to change dates. World Contest Finalist and his/her guardian or parent must travel together on the same itinerary. World Contest Finalist may not take Trip without his/her guardian or parent. If Applicant is selected as a World Contest Finalist, Release Forms completed and signed on behalf of the Applicant by Participant must be received by the Sponsor prior to issuance of travel documents. Trip must be made through Sponsor's agent, on a carrier of Sponsor's choice. Travel restrictions may apply. Except as indicated in these Official Rules, all meals, taxes, gratuities, travel insurance, bag check fees, parking fees, laundry service, food, alcoholic beverages, incidentals (including, without limitation, mini-bar), phone charges, merchandise, souvenirs and other expenses not specifically identified in these Official Rules are solely the responsibility of the World Contest Finalist and his/her guardian or parent. World Contest Finalist and his/her guardian or parent must comply with all hotel check-in requirements, including, but not limited to, the presentation of a major credit card. World Contest Finalist may not substitute, assign or transfer the Trip or redeem it for cash, but Sponsor reserves the right, at its sole discretion, to substitute the Trip (or portion thereof) with one of comparable or greater value. The guardian or parent of the World Contest Finalist is responsible for all applicable federal, state and local income taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.
- 7. GENERAL CONDITIONS.** By participating, each Participant agrees: (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 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 any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Participant's or Applicant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of the Trip (including any travel/activity related thereto); and (c) except where prohibited by law, to the use of World Contest Finalist's and his/her child'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 entrant 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. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

- 8. USE OF ALL ARTWORKS.** By submitting a Submission, each Participant hereby grants to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and 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 entrant or any third party.
- 9. OWNERSHIP OF ARTWORKS BY NATIONAL CONTEST WINNERS AND WORLD CONTEST FINALISTS.** By accepting a Prize, a National Contest Winner and World Finalist agree that the Artwork will be deemed a "Work Made for Hire" under the Copyright laws of the United States. If it cannot be so deemed, then the National Contest Winner and World Contest Finalist irrevocably assigns and transfers to Sponsor all of his/her 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. National Contest Winner and World Contest Finalist hereby 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, in its sole discretion. Upon request of Sponsor, National Contest Winner and World Contest Finalist 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.
- 10. GOVERNING LAW/JURISDICTION.** The Contest and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of California (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in California and where the relevant contacts are with such state. Except where prohibited, as a condition of participating in this Contest, each Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest, the Trip, or the determination of a National Contest Winner and World Contest Finalist shall be resolved individually, without resort to any form of class action. A National Contest Winner and World Contest Finalist 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 waives 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.

- 11. 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, the announcement of the World Contest Finalists 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 World Contest Finalists from all eligible, non-suspect Submissions received prior to action taken using the judging procedure outlined above.
- 12. CAUTION:** Any attempt to deliberately damage the website or undermine the legitimate operation of the National or World Contests 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 attorney fees) from any such individual to the fullest extent of the law, including criminal prosecution.
- 13. REQUEST FOR LIST OF WINNERS.** For a list of winners (available after October 1, 2017), send an email to Toyota Financial Services at TFS_Community_Relations@toyota.com.