

2019 Ultimate Golf Fan Experience Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. The following Sweepstakes (defined below) is intended for participants in the forty-eight (48) contiguous United States and Washington, D.C., only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this Sweepstakes if you are not a legal U.S. resident residing in the forty-eight (48) contiguous United States or Washington D.C. Further eligibility restrictions are contained in the official rules ("**Official Rules**") below.

1. DESCRIPTION: The "**2019 Ultimate Golf Fan Experience Sweepstakes**" (the "**Sweepstakes**") begins on Tuesday, April 30, 2019 at 12:00:01 a.m. Pacific Time ("PT") and ends on Monday, May 20, 2019 at 11:59:59 a.m. PT (the "**Sweepstakes Period**"). The Sponsor of this Sweepstakes is Lexus, a division of Toyota Motor Sales, U.S.A., Inc., 6565 Headquarters Drive, Plano, TX 75024 ("**Sponsor**"). The administrator of this Sweepstakes is Creative Zing Promotion Group, LLC ("**Administrator**"), 2265 Lee Road, Ste 229, Winter Park, FL 32789. The Sponsor and Administrator will collectively be referred to as the ("**Sweepstakes Entities**"). There is one (1) prize available, as described in Section 6.

2. ELIGIBILITY: Sweepstakes is open only to legal United States residents residing in the forty-eight (48) contiguous United States and Washington, D.C., who are physically located and residing therein and who are at least twenty-one (21) years of age at the time of entry (each, an "**Entrant**"). **ENTRANT, IF SELECTED AS A WINNER, MUST BE AVAILABLE FOR TRAVEL ON DATES TO BE SELECTED BY THE SPONSOR, WHICH ARE CURRENTLY CONTEMPLATED AS JUNE 13-17, 2019.** Employees, owners, shareholders, officers and directors of Sweepstakes Entities, Sponsor's local dealer groups and authorized dealers/distributors and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies together with the immediate family members and/or those living in the same household of such persons (collectively, "**Household Members**"), are not eligible to participate in the Sweepstakes. For purposes of the Sweepstakes "**Household Members**" shall mean those people who share the same residence at least three months a year; "**immediate family members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses; and employees of "**local dealer groups, authorized dealers and distributors**" shall include individuals employed directly by the local dealer group, authorized dealer or distributor such as sales, mechanical, marketing, operations, and accounting staff. In the event of a dispute over the identity of an Entrant or potential winner in the Sweepstakes, the Entrant or potential winner will be deemed the authorized account holder of the email address associated with the entry. "**Authorized Account Holder**" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Entries will not be acknowledged except as provided herein. Grand Prize, as defined below, is non-transferable and cannot be substituted, sold or bartered. Void in Alaska, Hawaii and where prohibited or restricted by law.

3. HOW TO ENTER: During the Sweepstakes Period, Entrants must go to pages.lexuscommunications.net/UGFE (the "**Website**") and follow the on-screen instructions to fully and accurately complete and submit the online Entry form to receive one (1) Entry into the Sweepstakes ("**Entry**"). All Entries must be received by 11:59:59 a.m. PT on Monday, May 20, 2019. No automatic Entries permitted for the Sweepstakes.

Limit one (1) Entry per person for the duration of the Sweepstakes. If Entries exceed the Entry limitations, the Entrant may be disqualified, at the Sponsor's sole discretion. Entries generated by a script, macro or other automated means will be disqualified. Entrants must accurately provide all of the requested information to be eligible to win. Incomplete, unreadable, or unintelligible Entries will be disqualified. ELIGIBLE ENTRANTS MUST SUBMIT THE REQUESTED ENTRY INFORMATION IN

ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Sweepstakes constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally.

4. WINNER SELECTION AND NOTIFICATION: At the conclusion of the Sweepstakes Period, one (1) potential Grand Prize Winner will be selected in a random drawing conducted by the Administrator from among all eligible Entries received. The potential Grand Prize Winner will be notified on or about Tuesday, May 21, 2019 at the email address associated with the Entry. The potential Grand Prize Winner will be required to respond (as directed) to the notification within three (3) days (or a shorter time if required by exigencies) of attempted notification. The failure to respond within the stated time period may result in forfeiture of the Grand Prize and an alternate potential Grand Prize winner will be selected and contacted, time permitting. The potential Grand Prize Winner will be required to verify address, sign, and return within three (3) days of initial notification one or more forms covering eligibility, liability, advertising and (unless prohibited by law) publicity rights and such other documents as Sponsor or Administrator may require (collectively, "**Prize Acceptance Forms**"). Failure to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the Grand Prize Winner and selection of an alternate potential Grand Prize Winner from the remaining eligible Entries, time permitting. Grand Prize, as defined below, will not be awarded and Entrant will not be confirmed as the Grand Prize Winner until all such properly executed Prize Acceptance Forms are returned. Sweepstakes Entities, in their sole discretion, may attempt to randomly select an alternate potential Grand Prize Winner in accordance with the above procedure if the Grand Prize goes unclaimed. Sweepstakes Entities reserve the right to disqualify anyone not fully complying with the Official Rules. All federal, state and local taxes and any other costs and expenses associated with the receipt or use of the Grand Prize are the sole responsibility of the Grand Prize Winner. As required by law, an IRS Form 1099 will be issued in the name of the Grand Prize Winner for the actual value of the Grand Prize received.

5. ODDS: Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period.

6. GRAND PRIZE: One (1) grand prize winner ("Grand Prize Winner") will be randomly selected to receive a 5-day/4-night trip for him/herself and one (1) travel companion ("Guest"), as further described below, to attend the 2019 U.S. Open Championship®, currently scheduled to take place June 14 -16, 2019 at Pebble Beach Golf Links located in Pebble Beach, California ("**U.S. Open**") which will consist of the following: (a.) round-trip economy class air transportation for the Grand Prize Winner and Guest from a major airport near Grand Prize Winner's home (as determined by Sponsor) or ground transportation, in Sponsor's sole discretion, if Grand Prize Winner lives within a 250 mile radius to Pebble Beach, California; (b.) four (4) nights' hotel accommodations at a hotel selected by the Sponsor (one room, double occupancy, room & tax only); (c.) airport transfers to/from airport and hotel in CA (if necessary); (d.) \$300 spending money, awarded in the form of a check for the Grand Prize Winner only; (e.) admission to the 2019 U.S. Open Championship® and VIP access to the Lexus Hospitality Suite for the winner and his/her Guest on June 14, 15, & 16, 2019; (f.) one (1) memorable photo with the U.S. Open Championship® Trophy; (g.) complimentary U.S. Open merchandise; (h.) the opportunity to participate in an autograph signing with Lexus Golf Ambassadors (based on availability); (i.) the opportunity to participate in various interactive golf experiences within the Lexus Performance Experience; and (j.) Lexus car service from hotel to Pebble Beach Golf Links. Approximate Retail Value ("ARV") of the Grand Prize: \$5,000.

Grand Prize travel is currently contemplated to take place June 13 – 17, 2019 and winner must agree to travel on specified dates or prize will be forfeited. Dates of departure and return are subject to change at Sponsor's sole discretion. All Grand Prize travel details are at the sole discretion of the

Sweepstakes Entities. Guest must be at least twenty-one (21) years of age and will be required to verify address and to execute a Travel Companion Release, as directed by the Administrator, prior to the Grand Prize travel departure date. Failure to return the executed Travel Companion Release within the specified time period may result in forfeiture of Grand Prize participation for Guest.

If prize cannot be awarded due to circumstances beyond the control of the Sweepstakes Entities, a substitute prize of equal or greater retail value may be awarded (except as follows). If the U.S. Open is cancelled or postponed for any reason, Sponsor reserves the right, in its sole discretion, to either: (a) award the Grand Prize excluding admission to the U.S. Open; or (b) to change the dates of the Grand Prize travel to accommodate an alternate event date, if applicable. Grand Prize Winner and Guest must travel together on same itinerary for Grand Prize travel. Grand Prize Winner and Guest agree to undertake Grand Prize travel at their own risk. All Grand Prize travel arrangements must be made through Sweepstakes Entities. Airline will be selected by Sweepstakes Entities in their sole discretion. Airline carrier's regulations and conditions apply. Once Grand Prize travel dates have been booked, no changes, extensions or substitutions are permitted, except at Sweepstakes Entities' sole discretion. Sweepstakes Entities will not replace any lost or stolen tickets or travel vouchers for or relating to Grand Prize travel. Any costs of Grand Prize exceeding the allowance provided herein shall be the sole responsibility of Grand Prize Winner. For the avoidance of doubt, Winner shall be solely responsible for all costs, expenses, and incidentals associated with prize acceptance and use, including, but not limited to, additional ground transportation, meals, beverages, gratuities, phone calls, insurance, taxes, and any other expenses not specifically mentioned as being included. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full airfare may be charged to the Winner from stopover point for the remaining segments, including return, of the Trip. Sweepstakes Entities are not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Airline tickets are non-refundable/non-transferable and are not valid for upgrades. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Winner is responsible for all applicable travel and other insurance, all applicable airport charges, including, without limitation, any baggage charges, airport taxes, fuel charges and any applicable Federal inspection fees. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner cannot assign or transfer the prize to another person. No cash alternatives or prize substitution is allowed except at the discretion of Sweepstakes Entities. All prize experiences are subject to availability. Other restrictions may apply. Any depictions of prizes are for illustrative purposes only.

Grand Prize Winner and Guest Conduct: Grand Prize Winner and Guest shall conduct themselves with due regard to the public conventions and morals. They shall not, during Grand Prize travel or other participation of Grand Prize acceptance, commit an offense involving moral turpitude under local laws or ordinances. Grand Prize Winner and/or Guest shall not commit any act that will tend to degrade the Sweepstakes Entities in society or bring the Sweepstakes Entities into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the Sweepstakes Entities. In the event the Grand Prize Winner and/or Guest engage in behavior that (as determined by Sweepstakes Entities in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, the Sweepstakes Entities reserve the right to terminate the Grand Prize travel or other participation of Grand Prize acceptance early and send the Grand Prize Winner and/or Guest home with no further obligation related to the Grand Prize.

Sweepstakes Entities maintain no control over the personnel, equipment, or operation of any air, water or surface carrier, transportation company, hotel, restaurant, venue, or other person or entity furnishing services, products, or accommodations as a part of the Grand Prize provided under this Sweepstakes ("**Providing Party**") and Sponsor is merely an independent supplier of the Grand Prize and is not in any way related to each Providing Party. The Sweepstakes Entities shall not be liable for

any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to (a) by wrongful, negligent, or unauthorized act or omission on the part of any of those Providing Parties or any of their agents, servants, employees or independent contractors, (b) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by any of those suppliers, (c) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Sweepstakes Entities, or (d) by any cause, condition or event whatsoever beyond the control of the Sweepstakes Entities.

7. CONDITIONS OF PARTICIPATION/RELEASES: Sponsor, in its sole discretion, may designate the Administrator to handle Grand Prize Winner selection, notification and fulfillment tasks on Sponsor's behalf. All federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Sweepstakes Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. Each Entrant (including potential Grand Prize Winner) and Guest hereby releases the Sweepstakes Entities, The United States Golf Association, Pebble Beach Golf Links, Sponsor's local dealer groups and authorized dealers/distributors and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies and each such company's employees, owners, shareholders, officers and directors (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of the Grand Prize. Winner hereby grants to the Sponsor and its designees the irrevocable, royalty-free right and license to use his/her photo, video, name, voice, likeness, biographical data or information, city and state of residence and Entry materials in advertising, marketing, programming, research or promotional activities, worldwide in perpetuity, and on a winner's list, if applicable, without further compensation unless prohibited by law. Winner may be asked to participate in select publicity activities, as determined at the sole discretion of the Sponsor. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and may edit such information or materials, at Sweepstakes Entities' sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the Grand Prize or resulting from acceptance, possession or use of the Grand Prize including participation in any activity or travel related thereto, or from participation in the Sweepstakes; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Entries, communications or affidavits, regardless of the method of transmission; (v) any inability of Grand Prize Winner to accept or use the Grand Prize (or portion thereof) for any reason, such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Sweepstakes. Sweepstakes Entities disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Sweepstakes. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, will select the Grand Prize Winner from eligible non-suspect Entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit Entrant from participating in the Sweepstakes or winning the Grand Prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES.

SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

8. INDEMNITY: Each Entrant (including potential Grand Prize Winner) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Sweepstakes; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of the Grand Prize, including without limitation, personal injury, death and property damage arising therefrom.

9. GOVERNING LAW: Any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that the Sweepstakes, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be resolved exclusively by arbitration to be held solely in Plano, Texas under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall an Entrant seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of this Sweepstakes.

All issues and questions concerning the construction, validity, interpretation and enforceability of this Sweepstakes, or the rights and obligations of Entrants and Sweepstakes Entities, shall be governed by, and construed in accordance with, the laws of New York State, U.S.A., without giving effect to any choice of law or conflict of law rules (whether of New York State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York State.

10. PRIVACY POLICY: The personal information provided by Entrants may be used as provided in Sponsor's privacy policy or these Official Rules. See Sponsor's privacy policy at <http://www.lexus.com/privacy/> for details regarding use of the personal information collected in connection with this Sweepstakes. In the event of any conflict between these Official Rules and such privacy policy, these Official Rules shall control. By entering the Sweepstakes, you grant Sponsor permission to correspond with you via email regarding the Sweepstakes, to share your email address and any other personally identifiable information with the corresponding Sweepstakes Entities or third parties for the purpose of Sweepstakes administration, communication and fulfillment or for any other purposes permitted by these Official Rules or the Privacy Policy. Sponsor will not sell, rent, transfer or otherwise disclose your personally identifiable information to any third party other than as permitted by these Official Rules or the Privacy Policy.

11. WINNER NOTICE/OFFICIAL RULES: To obtain the Grand Prize Winner's name or a copy of these Official Rules, send a request along with a stamped, self-addressed envelope to "2019 Ultimate Golf

Fan Experience Sweepstakes" Grand Prize Winner/Rules, 2265 Lee Road, Winter Park, FL 32789. Any requests for Winner notice and/or Official Rules must be received no later June 30, 2019.

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