

**“2023 LEXUS DECEMBER TO REMEMBER” SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE STATE OF NEW YORK, NEW JERSEY AND CONNECTICUT AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**DATES OF SWEEPSTAKES:** The “2023 Lexus December to Remember” Sweepstakes (the “Sweepstakes”) begins at 12:00 a.m. Eastern Standard Time (“EST”) on December 5, 2023 and ends at 11:59 p.m. EST on December 12, 2023 (the “Sweepstakes Period”).

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the states of New York, New Jersey and Connecticut who are at least twenty one (21) years of age at time of entry (each, an “Entrant”). Officers, directors, managers and employees of the Team One Advertising (the “Sponsor”), New York Lexus Dealer Association, Toyota Motor Sales USA, Inc., Metropolitan Golf Association (“MGA”) and each of their respective parent companies, subsidiaries, affiliates, and related companies, dealers, advertising and promotion agencies, consultants and agents, as well the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such person, whether or not related, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including National Sweepstakes Company, LLC (the “Independent Administrator”) are not eligible to participate. Sweepstakes is subject to all federal, state and local laws and regulations. Sweepstakes is void outside the states of New York, New Jersey and Connecticut and wherever else restricted or prohibited by law. Persons who have previously won a contest, sweepstakes or promotion of any kind sponsored or otherwise associated with Sponsor, New York Lexus Dealer Association or Toyota Motor Sales, U.S.A., Inc. within thirty (30) calendar days immediately preceding the start of this Sweepstakes are ineligible to participate or win in this Sweepstakes.

**HOW TO ENTER:** To enter, visit <https://www.mgagolf.org/lexus/decembersweeps> (the “Website”) during the Sweepstakes Period, click on the Sweepstakes image and complete the official entry form (the “Entry Form”) in its entirety including your first name, last name, address, city, state, zip code, email address (not required), telephone number and date of birth. Then, click the “Submit” button in order to receive one (1) entry into the Sweepstakes. **There is a limit of one (1) entry per Entrant during the Sweepstakes Period.** Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant’s entry and that Entrant may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name and mailing address were submitted via the Entry Form (the “Authorized Account Holder”) and such individual must comply with these Official Rules. The potential Grand Prize Winners may be required to show proof of being the Authorized Account Holder. If the Sponsor cannot determine the identity of the person based upon the information submitted via the Entry Form, the respective Entrant will be disqualified. No mechanically or programmatically reproduced entries or entries generated by script, macro or other automated means or any means which subvert the entry process are permitted. Sponsor will not verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned. By entering, each Entrant fully and unconditionally agrees to and accept these Official Rules and the decisions of Sponsor, which are final and legally binding in all respects.

**WINNER SELECTION:** On or about December 13, 2023, two (2) potential Grand Prize Winners will be selected at random from among all eligible entries received during the Sweepstakes Period. Odds of being selected as a Grand Prize Winner are based upon the total number of eligible entries received during the Sweepstakes Period. The random drawing and determination of the Grand Prize Winners will be conducted by the Independent Administrator whose decisions are based upon their sole discretion of these Official Rules and are final and binding in all respects.

**WINNER NOTIFICATION:** Each potential Grand Prize Winner will be notified by the Independent Administrator via email or phone following the random drawing. If a potential Grand Prize Winner does not respond to the email notification or two (2) attempts via phone, or if they are otherwise ineligible as determined by the Sponsor in its sole discretion, the Grand Prize (defined below) will be forfeited and an alternate Grand Prize Winner will be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period, and they will be notified as outlined above until the Grand Prize Winners are determined.

Each Grand Prize Winner consents (and agrees to sign any additional documents required by Sponsor, New York Lexus Dealer Association, Toyota Motor Sales USA, Inc., or MGA (collectively, “Licensed Parties”) to formalize, effect or perfect such consent, except where prohibited by law) to Licensed Parties’ use of their name, likeness (photograph and/or video), biographical information, voice and/or prize won for advertising/publicity/trade without limitation and without compensation, notice or approval; and, Grand Prize Winner disclaims any ownership rights of such advertising/publicity/trade material.

**GRAND PRIZES (2):** \$500 MGA gift certificate (“Grand Prize”) for use at the Grand Prize Winner’s MGA Member Club, if the Grand Prize winner is a member, or participating golf retailer. The approximate retail value (“ARV”) of each Grand Prize is \$500. Terms and conditions apply to use of gift certificate. **Grand Prize Winner is solely responsible for all federal, state and local taxes and all other expenses not specifically mentioned herein.** Grand Prize is not transferable and may not be resold. No substitution or cash redemption of Grand Prize, except at Sponsor’s sole discretion or as otherwise stated herein. Sponsor reserves the right to substitute the Grand Prize with a prize of comparable or greater value. Grand Prize is not transferable prior to award. Grand Prize is awarded “as is” with no warranty or guarantee, either express or implied. All Grand Prize details are at Sponsor’s sole discretion. Limit one (1) Grand Prize per person.

No more than the number of prizes as set forth in these Official Rules will be awarded.

Total ARV of all prizes to be awarded is \$1,000.

**GENERAL CONDITIONS:** Should any portion of the Sweepstakes be, in Sponsor’s sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupts or impairs the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at the Website. In such event, Sponsor reserves the right to award the Grand Prizes at random from among the non-suspect, eligible entries received up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor. 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner and void all associated entries. Sponsor reserves the right to disqualify or reject any incomplete, inaccurate or false entry. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR’S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**RELEASE:** By participating in this Sweepstakes, Entrants agree to release and hold harmless Sponsor, Saatchi & Saatchi North America, Inc., New York Lexus Dealer Association, Toyota Motor Sales, U.S.A., Inc., MGA and each of their respective officers, directors, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, dealers, distributors, advertising, promotion, and fulfillment agencies, including the Independent Administrator, consultants and legal advisors (collectively, the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt, redemption or use of the Grand Prize (including any travel or activity related thereto).

**LIMITATIONS OF LIABILITY:** Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, postage-due or garbled emails, notifications, mail, entries, or other communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), 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 sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Grand Prize, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants’ or to any other person’s computer or other device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. All applicable federal, state and local regulations apply.

**DISPUTES:** Entrant agrees that; (a) 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 these Official Rules (or any part thereof) are invalid, illegal, or otherwise voidable (or void) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in Rochester, New York under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures; (b) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with Entrant’s participation in this Sweepstakes or otherwise accessing this Sweepstakes, and in no event will Entrant be entitled to receive attorneys’ fees or other legal costs; and (c) under no circumstances will you be permitted to obtain awards for, and Entrant hereby waives, all rights to claim, punitive,

special, incidental, and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 entrant seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of this Sweepstakes, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Sweepstakes or any content or other material used or displayed on this Sweepstakes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**ENTRANTS PERSONAL INFORMATION:** Information collected from Entrants in connection with this Sweepstakes will be used in accordance with Lexus Privacy Policy, which can be viewed at <http://www.lexus.com/privacy>. If you are selected as a Grand Prize Winner, your first name, last initial, city and state will also be included in a publicly-available winner's list.

**WINNER'S LIST:** For the names of the Grand Prize Winners (first name, last initial and state of residence), please submit a self-addressed, stamped envelope by January 13, 2024 to "2023 Lexus December to Remember Sweepstakes", PO Box 458, Newark, NY 14513.

**OFFICIAL RULES:** A copy of these Official Rules may be obtained at the Website during the Sweepstakes Period.

**SPONSOR:** Team One Advertising, 299 West Houston St. 8<sup>th</sup> Floor, New York, NY 10014.  
*This Sweepstakes shall not be published without the written permission of the Sponsor.*