

THE LEXUS VALENTINE'S SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Lexus Valentine's Sweepstakes ("Sweepstakes") is sponsored by Lexus, a division of Toyota Motor Sales, U.S.A., Inc. ("Sponsor"), 6565 Headquarters Dr., Plano, TX 75024 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on January 16, 2020 at 12:00:01 AM Pacific Standard Time ("PST") and ends on February 3, 2020 at 11:59:59 PM PST ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of one of the fifty (50) United States (including the District of Columbia) who are at least twenty-one (21) years old at the time of entry and, **if selected as a winner, must be physically located within fifty (50) miles of the selected prize restaurant on February 14, 2020.** Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, or those living in the same house as any authorized dealers, distributors and their parent companies, affiliates, divisions, subsidiaries, agents, representatives, advertising agencies, or immediate family members living in the same house, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit LexusValentinesSweepstakes.com ("Website") and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant must also select one (1) of five (5) available prize pools (each a "Prize Pool"), that he/she would like to enter. **Once a Prize Pool is selected it may not be changed. All of entrants Sweepstakes entries will be allocated to the selected Prize Pool.** Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes for the selected Prize Pool.

Additional Entries: During the Sweepstakes Period, an entrant may obtain up to ten (10) additional entries into the selected Prize Pool by following the instructions on the Website and set forth below to share the Sweepstakes on Facebook and/or Twitter. Upon clicking the buttons to share the Sweepstakes, a message with a unique link will be posted to the entrant's choice of his/her Facebook Wall or Twitter Feed ("Invitation Post"). To obtain an entry, an entrant's Facebook "Friend" or Twitter follower must click on the unique link in the Invitation Post and complete and submit the registration information requested, and enter the Sweepstakes. Upon the Friend's/follower's successful entry into

the Sweepstakes, the original entrant will receive one (1) additional Sweepstakes entry. An entrant will receive one (1) entry for each Friend/follower who enters the Sweepstakes by following the unique link in his/her Invitation Post, up to maximum of ten (10) total entries for Facebook and Twitter.

Entry Limit: There is a limit of one (1) entry per person through the registration process, and up to ten (10) additional entries during entire the Sweepstakes Period. If more than the stated number of entries are received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

4. **RANDOM DRAWING:** On or around February 5, 2020, the Administrator will randomly select five (5) potential winners, one (1) per Prize Pool, from all eligible entries received in each Prize Pool. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.
5. **PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:** There are a total of five (5) prizes available in this Sweepstakes as set forth below. **Except as otherwise set forth herein, travel, transportation, parking, and any and all other costs or expenses not expressly set forth in these Official Rules are not included in each prize. Winners are responsible for all gratuities, transportation, lodging, and any other incidental costs or expenses not identified in these Official Rules. Additionally, if an entrant is selected as a winner, such entrant must be physically located within fifty (50) miles of the restaurant associated with his or her entry on Friday, February 14, 2020.**
 - A. **Prize Pool 1 (Los Angeles, CA):** The prize is a tasting menu dinner for two (2) on February 14, 2020 at Trois Mec in Los Angeles, CA, a two (2) night hotel stay at Terranea Resort (single room, double occupancy), transportation to the restaurant and from the restaurant to the hotel, and a Lexus vehicle (specific vehicle determined by Sponsor in its sole discretion), to use during hotel stay. The ARV of this prize is \$3,292.80.
 - B. **Prize Pool 2 (San Francisco, CA):** The prize is a tasting menu dinner for two (2) on February 14, 2020 at Atelier Crenn in San Francisco, CA, a two (2) night hotel stay at Cavallo Point Lodge (single room, double occupancy), transportation to the restaurant and from the restaurant to the hotel, and a Lexus vehicle (specific vehicle determined by Sponsor in its sole discretion), to use during hotel stay. The ARV of this prize is \$4,147.80.
 - C. **Prize Pool 3 (Dallas, TX):** The prize is a tasting menu dinner for two (2) on February 14, 2020 at Fearing's in Dallas, TX, a two (2) night hotel stay at The Rosewood Mansion on Turtle Creek (single standard room, double occupancy), transportation to the restaurant and from the restaurant to the hotel, and a Lexus vehicle (specific vehicle determined by Sponsor in its sole discretion), to use during hotel stay. The ARV of this prize is \$3,099.80.

- D. Prize Pool 4 (NYC, NY):** The prize is a tasting menu dinner for two (2) on February 14, 2020 at DANIEL at 60 E 65th St. New York, NY 10065, and transportation to and from the restaurant. In addition, winner will also receive a two (2) night hotel stay at Lake Placid Lodge (single standard room, double occupancy) and a Lexus vehicle (specific vehicle determined by Sponsor in its sole discretion) to use during hotel stay. Hotel stay must be used prior to March 31, 2020. The ARV of this prize is \$3,591.80.
- E. Prize Pool 5 (Chicago, IL):** The prize is a tasting menu dinner for two (2) on February 14, 2020 at Girl & The Goat in Chicago, IL, a two (2) night hotel stay at the Thompson Chicago (single standard room, double occupancy), transportation to the restaurant and from the restaurant to the hotel, and a Lexus vehicle (specific vehicle determined by Sponsor in its sole discretion), to use during hotel stay. The ARV of this prize is \$2,464.80.
- F. Total ARV:** The total ARV of all of the prizes is \$16,597.
- G. Odds of Winning:** The odds of winning a prize depend on the number of eligible Sweepstakes entries received in each Prize Pool, during the Sweepstakes Period.
- H. General Conditions:** Sponsor will cover cost of tasting menu, tax and 20% gratuity. All costs and expenses not specifically included herein are solely the winner's responsibility. Each hotel stay must be on February 14, 2020 and February 15, 2020 or the prize will be forfeited, except for the New York prize where winner can select two (2) nights in February or March 2020 (must be redeemed by March 31, 2020). The New York winner is responsible for transportation to and from their home to the hotel. All other winners will receive car transportation from their home/pick up location (must be within 50 miles of the restaurant for his/her prize), to the restaurant and then to the hotel. All winners are responsible for travel home from the hotel after the hotel stay.

There is a limit of one (1) prize per person. In no event will more than five (5) prizes, be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

- 6. CONDUCT:** Each winner and his/her guest shall conduct themselves with due regard to the public conventions and morals. They shall not, while representing the Sponsor, commit an offense involving moral turpitude under local laws or ordinances. Each winner and his/her guest shall not commit any act that will tend to degrade the Sponsor in society or bring the Sponsor 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 Sponsor. In the event the winner or his/her 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 experience early and send the winner and/or guest home with no further obligation related to the prize.

Sweepstakes Entities maintain no control over the personnel, equipment, or operation of any transportation company, restaurant or hotel ("Providing Party") and Sponsor is merely an independent supplier of the 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. HOW TO CLAIM A PRIZE:** The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winners via e-mail at the e-mail address provided at the time of registration. Each potential winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents (including any other documents required for winners' guests) within twenty-four (24) hours from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Each winner's guest must be twenty-one (21) years of age or older. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her prize, and may result in the prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Upon verification of eligibility, the prize winners will be contacted by Sponsor/Administrator to make prize fulfillment arrangements. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Sponsor will issue an IRS Form 1099-MISC for the winners. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

- 8. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line

failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 9. INDEMNITY:** Each entrant (including each potential winner and the winners) 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 any prize, including without limitation, personal injury, death and property damage arising therefrom.
- 10. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK COUNTY, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING

ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY:** Sponsor’s privacy policy is available at <https://www.lexus.com/privacy>.
12. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor’s designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
13. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person’s entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word,

phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

14. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List – The Lexus Valentine's Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received no later than April 3, 2020.

Customer Service inquiries may be made at [Contact Us](#).

© 2020 Lexus, a division of Toyota Motor Sales, U.S.A. Inc. All rights reserved.