

**“2022 LEXUS ULTIMATE DAY OF GOLF” 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 “2022 Lexus Ultimate Day of Golf” Sweepstakes (the “Sweepstakes”) begins at 12:00 a.m. Eastern Standard Time (“EST”) on May 16, 2022 and ends at 11:59 p.m. EST on June 10, 2022 (the “Sweepstakes Period”).

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the states of New York, New Jersey or Connecticut who are at least twenty one (21) years of age at time of entry (each, an “Entrant”). The Entrant who is selected as the potential grand prize winner (the “Grand Prize Winner”) must have a unique, personal and valid social security number for Sponsor (defined below) to report the tax liability associated with acceptance of the grand prize (the “Grand Prize”). Valid social security numbers will be determined by Internal Revenue Service (“IRS”) requirements as further defined in the “PRIZE CLAIMS” section of these Official Rules. **NOTE: The potential Grand Prize Winner will be notified by telephone starting on or about June 13, 2022. Entrants must provide a telephone number through which they can be reached on such dates.**

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 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 the Grand Prize.

**HOW TO ENTER:** To enter, visit [www.mgagolf.org/lexus/ultimatedayofgolf](http://www.mgagolf.org/lexus/ultimatedayofgolf) (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 where you can be reached for potential Grand Prize winning notifications (including area code) 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”). The potential Grand Prize Winner 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 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. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged entries. 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. Any person who tampers with the entry process in any way will be disqualified.

**WINNER SELECTION/NOTIFICATION:** On or about June 13, 2022, one (1) Grand Prize Winner will be selected at random from among all eligible entries received during the Sweepstakes Period. Odds of being selected as the Grand Prize Winner are based upon the total number of eligible entries received during the Sweepstakes Period. **The potential Grand Prize Winner will be notified by telephone between the hours of 8:30 a.m. ET and 4:30 p.m. ET from June 13, 2022 to July 15, 2022 (“Notification”).** Independent Administrator will make two (2) attempts to reach the potential Grand Prize Winner via the Notification. **Notifications will not be left on answering machines / voicemail.** If the potential Grand Prize Winner cannot be reached after two (2) attempts have been made, or, if he/she is ineligible in accordance with these Official Rules, as determined by the Sponsor/Independent Administrator in their sole discretion, he/she will be disqualified without compensation of any kind, and an alternate will be selected at random from among the remaining non-winning eligible entries received, and notified as outlined above, time permitting. The awarding of the Grand Prize will commence immediately upon receipt of the “Required Documents” (further defined in the “PRIZE CLAIMS” section below). The random

drawing and determination of the Grand Prize Winner 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.

**PRIZE:** One (1) Grand Prize Winner will be awarded i) one (1) 18 hole round of golf at a premiere New York, New Jersey or Connecticut Golf Course for Grand Prize Winner and three (3) guests, ii) Lunch at the Golf Course for Grand Prize Winner and three (3) guests, iii) One (1) dozen Callaway ChromeSoft golf balls and iv) \$100 Golf Shop Credit per player. Approximate Retail Value ("ARV") of Grand Prize: \$1,500. All Grand Prize details are at the sole discretion of the Sponsor. Grand Prize Winner cannot assign or transfer Grand Prize to another person. No Grand Prize substitution or cash alternative is allowed except at the sole discretion of Sponsor, who reserves the right to substitute any portion of the Grand Prize with a prize of comparable or greater value, in their sole discretion.

*Names of prize manufacturers are used solely for the purpose of identification of the prize. No endorsement, authorization, sponsorship, or approval by prize manufacturer for this Sweepstakes is intended or implied.*

**GOLF EXPERIENCE MUST BE TAKEN ON THE DATES INDICATED BY SPONSOR OR GRAND PRIZE WILL BE FORFEITED WITHOUT COMPENSATION OF ANY KIND. Golf Experience will need to occur between August 1, 2022-September 30, 2022. In such case an alternate Grand Prize Winner will be selected, time permitting. Sponsor reserves the right to change or adjust the aforementioned travel dates, at its sole discretion.** All guests must be twenty-one (21) years of age or older. The Golf Course will be determined by the Sponsor depending on the location of the Grand Prize Winner and the Golf Courses available in the Grand Prize Winner's area. Golf Experience may be subject to change due to impracticability or unavailability, or for any other reason as determined necessary by Sponsor or its designee, and are subject to any and all applicable health and safety protocols (which may be dictated by provider/location policies and/or state and/or local government requirements – all of which are subject to change at any time, including as the result of the COVID-19 pandemic). Grand Prize Winner and guests must adhere to the requirements of the golf course for any vaccinations/testing in order to participate. Any depictions of the Grand Prize are for illustrative purposes only and may not reflect the actual Grand Prize awarded. Any difference in the ARV listed herein and the actual value of the Grand Prize at the time for which it is awarded will not be awarded to the Grand Prize Winner. Grand Prize Winner agrees to undertake and participate in any Grand Prize related activities at his/her own risk. All arrangements must be made through the Sponsor. Once dates have been booked, no changes, extensions or substitutions are permitted, except at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated or stolen tickets, gift cards, or travel vouchers (if applicable). Grand Prize Winner is solely responsible for all costs, expenses, and incidentals associated with Grand Prize acceptance and use, including, but not limited to, additional ground transportation, parking, meals, beverages, gratuities, phone calls, insurance, taxes, and any other expenses not specifically mentioned as being included. The Grand Prize is taxable as income and the Grand Prize Winner is solely responsible for any and all federal, state and local taxes arising from receipt, possession, acceptance or use of the Grand Prize. No more than the one (1) Grand Prize as set forth in these Official Rules will be awarded. The Grand Prize will be awarded, time permitting.

**PRIZE CLAIMS:** Except where prohibited, the potential Grand Prize Winner will be required to complete, execute and return an Affidavit of Eligibility, Liability and Publicity Release (the "Release") and an IRS Form W-9 ("W-9 Form") and any other documents required by Sponsor, including a Companion Waiver ("Waiver"), which must be completed and executed by the each guest (collectively, the "Required Documents") within twenty-four (24) hours or less from receipt of Notification from the Independent Administrator. If the potential Grand Prize Winner fails to return the Required Documents within twenty-four (24) hours of receiving it, the potential Grand Prize Winner forfeits his/her right to the Grand Prize and another potential Grand Prize Winner will be selected at random from among the remaining non-winning eligible entries received during the Sweepstakes Period, time permitting. At the end of the tax year for which the Grand Prize is awarded, Grand Prize Winner will be issued a Form 1099 equivalent to the retail value of the Grand Prize, for income verification and tax purposes. Grand Prize Winner is advised to seek independent counsel regarding the tax implications of his/her Grand Prize winnings. **Potential Grand Prize Winner must report income to the IRS. In the event it is deemed during the verification process that the potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the Grand Prize, potential Grand Prize Winner will be disqualified and another Grand Prize Winner will be selected as outlined above, time permitting. Valid social security numbers will be determined by IRS requirements.** If it is determined by the Sponsor, in its sole discretion, that the potential Grand Prize Winner is not eligible in accordance with these Official Rules, the potential Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate will be selected as outlined above, time permitting. In the event that the potential Grand Prize Winner is disqualified for any reason, Sponsor shall have no liability or obligation to such individual. 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 to formalize, effect or perfect such consent, except where prohibited by law) to Sponsor, New York Lexus Dealer Association, Toyota Motor Sales USA, Inc., or MGA's use of his/her name, likeness (photograph and/or video), biographical information, and voices in 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.

**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 Prize at random from among the 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, LLC, 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:** The Released Parties are not responsible for: (a) unauthorized human intervention in any part of the entry process or the Sweepstakes; (b) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (c) any property loss, damage, personal injury or death, in connection with the prizes provided pursuant to this Sweepstakes and/or any person's participating in the Sweepstakes (d) any printing or typographical errors in any Sweepstakes-related materials; (e) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries or the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet Service (as applicable); and (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware or software (including Entrant's particular wireless device carrier network, if applicable), hardware or software. 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 New York, 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 name of the Grand Prize Winner, please submit a self-addressed, stamped envelope by August 13, 2022 to "2022 Lexus Ultimate Day of Golf 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.*