

2015 AMA Supercross – JGRMX Yamaha YZ450 Practice Bike Giveaway

1. NO PURCHASE NECESSARY TO ENTER OR RECEIVE A PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. ONE (1) ENTRY PER PERSON.

2. GIVEAWAY ENTRANTS AND PRIZE RECIPIENTS MUST BE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA, MUST BE 18 YEARS OF AGE OR OLDER, AND NOT A MINOR IN THEIR PRIMARY STATE OF RESIDENCE, TO PARTICIPATE. VOID OUTSIDE THE FIFTY UNITED STATES, THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED BY LAW.

3. Employees of Toyota Motor Sales, U.S.A., Inc., (hereinafter, “Sponsor”) and its respective parent companies, subsidiaries, affiliated companies, divisions, advertising and promotion, fulfillment and/or judging agencies, dealers and dealer personnel and such employees’ immediate families, employees of Feld Motorsports, Feld Entertainment and Podium Marketing (hereinafter, “Related Entities”) are not eligible. Giveaway is subject to all applicable federal, state and local laws and regulations.

4. SPONSOR: The Sponsor of this Giveaway is Toyota Motor Sales, U.S.A., Inc., 19001 South Western Avenue, Torrance, CA 90501.

5. HOW TO ENTER: Visit the Toyota display at any AMA Supercross event at which the display is present to fill out an Official Toyota Entry Form on the provided iPADS (available while supplies last) and complete all entry questions on the form between the dates of January 3rd 2015 and May 2nd 2015. Upon entering, eligible fans will receive an official Toyota Scan Card. Use this scan card at any participating on-site Toyota display to increase odds of winning. Fans using the scan card at all on-site Toyota locations will receive one bonus entry for their participation. iPad entry forms and scan cards will be available in multiple locations in and around the stadium. Eligible fans may also enter by visiting www.JGRMX.com for mail in ballot details. Mail-in ballots are not eligible for bonus entries. Incomplete forms will be disqualified from the giveaway. Limit One (1) entry per person for the entire 2015 Supercross season. Entries are the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, illegible or otherwise misdirected entries that are processed late.

6. THE PRIZE: After the 2015 AMA Supercross Season is complete (on or about May 2nd, 2015), a random drawing will be conducted by Podium Marketing, Inc., an independent judging organization, from among all eligible entries received at all events during the season to award the following prize:

One (1) Grand Prize Winner will receive an official used JGRMX team practice bike: a JGRMX Yamaha YZ450 Practice Bike (“Prize”). Estimated Retail Value (“ERV”) of prize is \$4,999. Odds of winning the prize will depend upon the total number of eligible entries received, during the 2015 Supercross season from all locations combined. No substitutions or cash redemptions allowed. Prize is non transferable. Sponsor reserves the right to substitute a prize of equal or greater value if stated prize is unavailable for any reason. Details of Prize will be determined by Sponsor in its sole discretion.

7. WINNER NOTIFICATION: The potential prize winner will be notified by mail delivery, email or phone within 15 days following the drawing. Such notice shall be made to the US address, email or phone number provided by the winner of the prize. Winner may be required to execute and return an affidavit of eligibility, valid government-issued ID with proof of age, a liability release and, except where prohibited, publicity release, which must be returned to Sponsor within 10 days, or Prize will be forfeited and an alternate Winner may be selected by random drawing from the remaining eligible Entries. If Prize is unclaimed, Winner’s notification or the prize is returned as undeliverable, the Potential Prize Winner is found to be ineligible, or the Potential Prize Winner declines a prize, it will be forfeited, and an alternate Winner may be selected by random drawing from the remaining eligible Entries. Winner is solely responsible for all federal, state and local taxes. Any difference between actual value and ERV will not be awarded. Eligibility, age, and claims made by prize winner are subject to verification. Sponsor is not responsible for fraudulent calls made to entrants by third parties not associated with the Sponsor.

8. GENERAL. By entering the Giveaway and/or accepting Prizes, entrants/Prize winners agree to: (a) be bound by these rules; (b) release Sponsor, its parent companies, subsidiaries, distributors, affiliates, advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, and their agents (collectively “Giveaway Entities”) from all liability, claims, action, or proceedings relating to the Giveaway and from injuries or damages arising in connection with or relating to participation in the Giveaway, or use or misuse of the Prizes; (c) acknowledge that the Giveaway Entities have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose and (d) waive any right to claim ambiguity in the Giveaway or these Official Rules. All expenses not specified herein are the sole responsibility of the winner. All federal, state, and local laws and regulations apply. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Giveaway, to void suspect entries and/or cancel, terminate or suspend any portion of this Giveaway should tampering, bugs, non-authorized human intervention or other causes beyond the control of Toyota corrupt or impair the administration, security, fairness or proper play of the Giveaway and, in any such event, at its discretion, select winner from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension.

9. LIMITATIONS ON LIABILITY/UNFORSEEN EVENTS: Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries. Incomplete entries are ineligible. All entries become the exclusive property of Sponsor and, will not be acknowledged or returned. Sponsor may prohibit an entrant from participating in the Giveaway if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor’s representatives. Giveaway Entities shall not be responsible or liable for any property loss, damage, personal injury, or death, in connection with the Prize(s) provided pursuant to the Giveaway and/or any person’s participation in the Giveaway. Giveaway Entities shall not be liable to winner or any other person for failure to supply the Prize(s) or any part thereof, for any reason beyond the reasonable control of Sponsor (including, but not limited to, acts of God, or any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity) (each an “Event of Force Majeure”). If for any reason (including, but not limited to, an Event of Force Majeure) Sponsor cannot continue the Giveaway, then the Giveaway will not resume until Sponsor resumes normal business, if ever. In the event that this Giveaway is challenged by any legal or regulatory authority (including but not limited to any federal or state governmental authority), Sponsor reserves the right to discontinue or modify the Giveaway, as applicable, or to disqualify entrants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any entrants who are disqualified due to such an action.

10. DISPUTES: Entrant agrees that (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Giveaway (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 Los Angeles, California 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 Giveaway or otherwise accessing this Giveaway, 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 Giveaway, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Giveaway or any content or other material used or displayed on this Giveaway. 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 Giveaway, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

11. RELEASES: Acceptance of a prize constitutes permission for Sponsor and/or its designees to use the winner's name, testimonial, likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner to the extent permitted by law, except where prohibited.

12. USE OF INFORMATION: The information that you provide in connection with the Giveaway may be used for Sponsor's internal purposes and to send you information about Sponsor's products but will not be provided to third parties, except as necessary for the administration of the Giveaway or as required by law or legal process. If you do not wish to receive information about Sponsor's products, please do not check the box on the Official Entry Form.

13. NAME OF WINNER: To obtain the name of the Prize Winner, please contact: Podium Marketing at (303) 278-0402 or email mail@podium-marketing.com. All requests must be received by January 1, 2016.

14. NATURE OF SPONSOR'S BUSINESS: Automobile Manufacturer

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