

## “WIN A YARIS CROSS HYBRID” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to NSW residents and ACT residents aged 18 years or over who service their vehicles at an eligible NSW or ACT authorised Toyota dealer. A full list of eligible NSW and ACT Toyota dealers are listed in the table in clause 16 below (“**Eligible Dealer**”).
3. Employees (and their immediate families) of the Promoter, authorised Toyota dealers, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Entries into the promotion open on 01/11/2021 and close at 11:59pm AEDST on 31/12/2021 (“**Promotional Period**”).
5. To receive an automatic entry into the draw, individuals must complete the following steps during the Promotional Period:
  - (i) Book a ‘Toyota Genuine Service’ on their Toyota vehicle online at [www.toyota.com.au](http://www.toyota.com.au), [www.toyota.com.au/mytoyota](http://www.toyota.com.au/mytoyota), via the myToyota app, or a dealership online service booking website (“**Eligible Service**”); and
  - (ii) Have the Eligible Service completed at an Eligible Dealer by 11:59pm AEDST on 31/01/2022.

For clarity, the Eligible Service must be completed at an Eligible Dealer by 31/01/2022. Individuals can earn a bonus entry if they future book their next service at an Eligible Dealer, within 48 hours of having their Eligible Service completed, online at [www.toyota.com.au](http://www.toyota.com.au), [www.toyota.com.au/mytoyota](http://www.toyota.com.au/mytoyota) or via the myToyota app.

6. If a customer qualifies for an automatic entry in accordance with the above clause and does not wish to participate in this promotion, they must clearly notify their participating authorised Toyota dealer in person, over the phone, by SMS or through email before the draw date.
7. Multiple entries permitted, subject to the following: (a) only one (1) initial entry permitted per Eligible Service; (b) only one (1) bonus entry per Eligible Service; and (c) each entry must be submitted separately and in accordance with entry requirements.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. There will be one (1) major draw conducted from all valid entries received during the Promotional Period (the "Major Draw"). Entries will then be divided into groups according to the Eligible Dealer in which the entrant had their Eligible Service and there will be one (1) minor draw conducted for each Eligible Dealer ("Minor Draw"). There are a total of fifty nine (59) Eligible Dealers participating in this promotion. The draws will take place at Anisimoff Legal, Suite 5 / 210 Central Coast Hwy, Erina NSW 2250 on 10/02/2022 at 11:30am AEDST. The Major Draw will be in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by phone and email within two (2) business days of the draw and their names will be published on <https://www.toyota.com.au/news/yaris-cross-winners-announced-rewards-winner-announced-january-2022> on 21/02/2022.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn in the Major Draw will win a 2021 Toyota Yaris Cross Urban Hybrid 2wd with automatic transmission. Total prize value is up to AU\$34,990 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest authorised Toyota dealer.
14. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
15. The next ten (10) valid entries drawn in the Major Draw will each win a \$1000 digital gift card. Any ancillary costs associated with redeeming a digital gift card are not included. Any unused balance of a digital gift card will not be awarded as cash. Redemption of a digital gift card is subject to any terms and conditions of the issuer including those specified on the digital gift card.
16. The prize awarded in each Minor Draw is \$100 off the winner's next Toyota Genuine Service ("Minor Prize"). The number of Minor Prizes awarded per Eligible Dealer will vary and is outlined in the table below. Minor Prizes will be credited to the winner's account at the Eligible Dealer and must be redeemed by 09/04/2023.

17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or redeem the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total maximum prize pool in ACT is \$48,990. The total maximum prize pool in NSW is \$144,990. Total national prize pool value is AU\$148,990.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. A draw for any unclaimed prizes may take place on 10/05/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within two (2) business days of the draw and their names will be published on <https://www.toyota.com.au/news/yaris-cross-winners-announced-rewards-winner-announced-january-2022> on 15/05/2022.
22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing any website to participate in or enter the promotion is the entrant's responsibility and is dependent on the Internet service provider used.
25. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of/taking of a prize.
28. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.toyota.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
29. The Promoter is Toyota Motor Corporation Australia Limited (ABN 64 009 686 097) of 155 Bertie St, Port Melbourne VIC 3207, telephone 1800 869 682.

**NSW Authority No. TP/01041. ACT Permit No. TP21/01717**