

THIS CONTEST IS OPEN TO RESIDENTS OF CANADA ONLY

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

The Entry Period for the *Toyota C-HR #drivingtheexceptional* Contest (the “**Contest**”) begins on June 19, 2017 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on August 16, 2017 at 11:59:59 p.m. ET (the “**Entry Period**”).

2. ELIGIBILITY:

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry; except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Toyota Canada Inc. (the “**Sponsor**”), its parent companies, subsidiaries, associated and affiliated entities, prize suppliers, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

4. TWITTER AND INSTAGRAM NOT INVOLVED:

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram (each, a “**Social Platform**”). Each Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to a Social Platform. You may only use one (1) Twitter Account and/or one (1) Instagram Account (each, an “**Account**”) to participate in this Contest. To be eligible to earn an Entry (each, an “**Entry**” and collectively, the “**Entries**”) in this Contest, your applicable Account must be set to public and not private.

5. HOW TO ENTER:

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING.

You can earn a maximum of one (1) Entry, as follows:

Twitter: To enter via Twitter, you must log-in to your Twitter Account and post a tweet that: (i) includes content that depicts, describes or otherwise reflects why you are Driving the Exception (the “**Theme**”); (ii) tags @ToyotaCanada; and (iii) includes #*drivingtheexceptional* (the “**Hashtag**”). In addition, you must become a “follower” of the official @ToyotaCanada channel on Twitter (Note: you can un-follow at any time after the Contest ends without impacting your chances of winning). When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) Entry in the Contest.

OR

Instagram: To enter via Instagram, you must log-in to your Instagram Account and post content that: (i) depicts, describes or otherwise reflects the Theme (as defined above); (ii) tags @ToyotaCanada; and (iii) includes the Hashtag (as defined above). In addition, you must become a “follower” of the official @ToyotaCanada channel on Instagram (Note: you can un-follow at any time after the Contest ends without impacting your chances of winning). When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) Entry in the Contest.

To be eligible, all content and materials associated with your Entry (regardless of the method of entry) (collectively, the “**Entry Materials**”) must: (i) be submitted and received in accordance with these Rules during the Entry Period; (ii) include all required components and materials noted above; (iii) reflect the Theme; (iv) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 8; and (v) be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the “**Social Platform Rules**”) (all as determined by Sponsor in its sole and absolute discretion).

IMPORTANT NOTE: You may choose to share information about the Contest with your friends and family members. However, you are solely responsible for any and all information you share and you will not receive anything from the Sponsor for the act of sharing. Please only share with friends or family if you have received their permission to do so.

6. ENTRY LIMIT:

There is a limit of one (1) Entry per person (regardless of the method of entry). If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry (regardless of the method of entry); and/or (ii) use multiple names, multiple identities, multiple email addresses, multiple Accounts, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, Twitter Inc., Instagram LLC., and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or Entry Materials (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during the Entry Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 8) and/or the applicable Social Platform Rules (all as determined by Sponsor in its sole and absolute discretion).

7. VERIFICATION:

All Entries, Entry Materials and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

8. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED THE WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE APPLICABLE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials he/she submits:

- i. are original to him/her and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate, risky or dangerous behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor (e.g. any clothing worn and/or products appearing in your Entry Materials must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

9. LICENSE:

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the Social Platform Rules, as applicable, grants to the Sponsor, in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit or otherwise use his/her Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

10. THE PRIZES:

There will be a total of four (4) Prizes (each, a “**Prize**” and collectively the “**Prizes**”) available to be won in this Contest. Each Prize consists of: (i) \$500 CAD (payable to the confirmed winner in the form of a cheque); and (ii) the opportunity to use a Toyota C-HR vehicle (the “**Vehicle**”) for three (3) consecutive days. Each Prize has a total approximate retail value of \$1,000 CAD.

The following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor’s option; (iii) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award; (viii) all arrangements relating to the Prize must be made through the Sponsor or its designated agents; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

Without limiting the generality of the foregoing, the following general conditions apply to the use of the Vehicle: (i) colour and other specifics of the Vehicle will be at the sole and absolute discretion of the Sponsor and subject to availability; (ii) the confirmed winner will be required to personally take delivery of the Vehicle from one (1) of the Toyota Zone Offices listed in Schedule “A” (the “**Location**”), and will be required to present adequate personal identification (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); (iii) Vehicle will not be released unless and until the confirmed winner first shows proof (in a form acceptable to the Sponsor) of having a valid unencumbered driver’s license (equivalent to a full “G” class license in Ontario) in the province/territory in which he/she resides and proof (in a form acceptable to the Sponsor) of being insurable; (iv) the confirmed winner is solely responsible for all other costs and expenses that are not included in the Prize description above, including, but not limited to, costs and expenses associated with: obtaining a valid driver’s license, tolls, fuel and fluids; and (v) the winner must sign the Sponsor’s Vehicle Use Agreement (the “**Agreement**”) and must be insurable and eligible under the terms and conditions of the Agreement. Without limiting the effect of the Agreement, the following conditions shall apply to the use of the Vehicle: (a) in the event the confirmed winner exceeds a five hundred (500) kilometre (km) limit, he/she will be responsible for a 15¢/km surcharge; (b) vehicle must be returned to the Location on the date and time specified by Sponsor; (c) confirmed winner shall be solely responsible for any and all damages to the Vehicle that are not covered by the insurance; (d) only the confirmed winner will be authorized to drive the Vehicle (unless additional drivers have been approved by the Sponsor, in writing, pursuant to the terms of the Agreement); (e) smoking is NOT permitted in the Vehicle; (f) the Vehicle must be returned in the same condition as assumed, normal wear and tear excepted; and (g) the Vehicle cannot be driven outside the province of the applicable Location.

IMPORTANT NOTE: ALL COSTS ASSOCIATED WITH ATTENDING AT THE LOCATION FOR THE PURPOSES OF PICKING UP AND RETURNING THE VEHICLE SHALL BE THE SOLE AND ABSOLUTE RESPONSIBILITY OF EACH CONFIRMED WINNER. NONE OF THE RELEASED PARTIES, NOR ANY OTHER ENTITY, WILL BE PROVIDING ANY COMPENSATION WHATSOEVER WITH RESPECT TO ANY COSTS ASSOCIATED WITH PICKING UP AND/OR RETURNING THE VEHICLE TO THE LOCATION OR OTHERWISE.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

11. ELIGIBLE PRIZE WINNER SELECTION PROCESS (RANDOM DRAWS):

On August 22, 2017 (the “**Draw Date**”) in Toronto, ON at approximately 12:00 p.m. ET, one (1) eligible entrant for each Prize will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

12. ELIGIBLE PRIZE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative (Jones Media) will make a minimum of three (3) attempts to contact each eligible winner within five (5) business days of the Draw Date. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries in accordance with Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

13. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS A WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within three (3) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); and (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof. If an eligible winner: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; (c) fails to fully comply with all requirements contemplated in these Rules (including, but not limited, the requirement to correctly answer a mathematical skill-testing question); and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries in accordance with Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

14. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, state/provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Materials and/or other information to be received, captured, recorded or otherwise work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.toyota.ca/toyota/en/privacy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, Entry Materials and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

For Quebec Residents: *Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

Schedule "A" – Toyota Zone Offices

Pacific
6200 Fraserwood Place
Richmond, BC, V6W 1J4

Prairie
5330 Skyline Way NE
Calgary, AB, T2E 6V1

Central
One Toyota Place
Toronto, ON, M1H 1H9

Quebec
4705 Boul Lapinière
Brossard, QC, J4Z 3T5

Atlantic
130 Thornhill Drive
Dartmouth, NS, B3B 1S3