

**San Diego County Toyota Dealers Advertising Association**  
**“Nelly Tundra Sweepstakes”**  
**Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL US RESIDENTS WHO RESIDE IN THE CALIFORNIA COUNTIES OF SAN DIEGO AND IMPERIAL COUNTY, ARE 18 YEARS OF AGE OR OLDER.**

**VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The San Diego County Toyota Dealers Advertising Association “Nelly Tundra Sweepstakes” is sponsored by the San Diego County Toyota Dealers Advertising Association (“Sponsor”) and is administered by Davis Elen Advertising, an independent judging organization (“Administrator”) on behalf of the Sponsor.

1. **SWEEPSTAKES PERIOD:** The “Sweepstakes Period” is defined as beginning at 10:00 AM Pacific Time ("PT") on June 17, 2026 and concluding at 10:00 AM PT on June 22, 2026.

The Sweepstakes Period will start and end by the Sponsor’s official clock, which is based on the time and date on the Sponsor’s web server clock.

The Sweepstakes consists of one (1) pair of two (2) VIP seats in the Tundra trucks. One (1) winner will win a pair - (2) tickets total – each of which will be drawn at random from all eligible entries.

2. **ELIGIBILITY:** Except as set forth in this Section, this Sweepstakes is open all individuals who:
  - a. Are eighteen (18) years of age or older at time of entry; and
  - b. Are legal U.S. residents who currently reside within one of the following California counties: San Diego County and Imperial County.

Directors, officers, employees, contractors, agents or representatives of Sponsor, Administrator, their respective parent companies, affiliates, subsidiaries, advertising, promotion and production agencies, and their immediate family members (*i.e.* spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each (collectively, “Sponsor & Others”) are ineligible to participate in the Sweepstakes and will be immediate disqualified from the Sweepstakes if found to violate any of the eligibility requirements. Sweepstakes is void where prohibited or restricted by law.

To participate in the Sweepstakes, an eligible entrant (“Entrant”) must already have or create an account on Instagram. Entrants may create an Instagram account at no cost by downloading it through the

application store on your device. Use of Instagram will be subject to that service provider's privacy policy and terms of use, which can be found at <https://help.instagram.com/>.

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, and Instagram has no responsibility or liability regarding the conduct or administration of the Sweepstakes. Entrants agree to release Instagram from any and all liability associated with this Sweepstakes.

Participation constitutes Entrant's full and unconditional agreement to the Official Rules and Sponsor and Administrator's determining factors for winner selection, which are final and binding in all matters related to this Sweepstakes. Any attempt to tamper, block, hack or intimidate registrations by others will be grounds for immediate disqualification from the Sweepstakes. If an Entrant enters the Sweepstakes from a mobile device, the Entrant's wireless service provider may charge the Entrant for applicable data charges. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply. Entrants should review their mobile device's capabilities for specific app instructions.

Winning a prize is contingent upon fulfilling all requirements set forth herein.

- 3. HOW TO ENTER THE SWEEPSTAKES:** Throughout the Sweepstakes Period, Sponsor will make Sweepstakes-related posts (each, a "Sweepstakes Post") to its Instagram account ("SDToyotaDealers"). The Post will feature a chance to win a pair of tickets to the Nelly Tundra Sweepstakes. An Entrant must (i) log on to his/her Instagram account, (ii) follow SDToyotaDealers (if he/she does not already), and (iii) like the post (iv) comment on the Sweepstakes Post and tag a friend (1) entry into the applicable Entry Period ("Entry").

**Entry Limit:** Entrants are limited to one (1) entry on the SD Toyota Dealers Instagram post. Multiple entries does not guarantee a chance of winning or being randomly selected for the Sweepstakes. An Entrant may use only one (1) Instagram account to enter. Entrants attempting to use multiple Instagram accounts or multiple identities may be disqualified, at Sponsor's sole discretion.

Note that an Entrant may only post a comment as part of the Entry. Posting any photographs or other items as part of the Entry may result in the Entry being disqualified.

Further, each Entrant agrees that his or her Entry conforms to the Entry guidelines and restrictions set forth in Section 4 of these Official Rules ("Entry Requirements"). Each Entrant hereby understands and agrees that, at Sponsor's sole discretion, his/her Entry may be posted to Sponsor's website, Twitter feed, the Page, any of Sponsor's other social media properties and/or websites, and/or other websites or social media accounts associated with the Sweepstakes. Posting an Entry on Instagram constitutes Entrant's grant to Sponsor, its parents and affiliates, and the employees, officers, directors, licensees, designees, agents, successors and assigns (collectively, "Grantees"), of a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, post, distribute, publish or create derivative works from and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, without further compensation, notification or permissions of any kind except where prohibited by law. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights Entrant is granting to use the Entry. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which

Sponsor deems necessary or desirable, and each Entrant irrevocably waives any and all so-called moral rights they may have therein. Each Entrant hereby acknowledges that such Entrant does not reserve any rights in or to the Entry. The displaying of an Entry on any website/social media platform does not constitute verification of eligibility or compliance with these Official Rules and all Entries and Entrants remain subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor at its sole discretion.

Entrants agree that Sponsor has the right, but not the obligation, to use and/or otherwise display the Entries as set forth above, and that if such Entries are, in Sponsor's sole discretion, displayed on any website/social media platform, such Entries may be subject to third party comments that will be publicly viewable, and further, such Entries may also be saved, shared, and/or further e-mailed by such third parties on the internet or otherwise.

**4. ENTRY GUIDELINES AND RESTRICTIONS:** Each Entry:

- Must be submitted during the Sweepstakes Period;
- Must contain another name tagged in the comments by Sponsor in the Sweepstakes Post;
- May not include any embedded code or third party images;
- Must be made to a Sweepstakes Post. Comments posted elsewhere will not be considered valid;
- Must follow the instructions and comply with these Official Rules;
- Must comply with the Instagram Terms of Service;
- Must have permission from any individual identifiable in any photograph besides the Entrant, or must not include any identifiable individual besides the Entrant. Entrant must be able to provide written proof of permission from any identifiable individual upon Sponsor's request. If any such person is a minor the Entrant must be his/her parent/legal guardian;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- Must not prominently feature any third party logos or marks;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features). Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not include any third party logos or marks. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not include personally identifiable information, including but not limited to phone numbers or e-mail addresses;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender,

- ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any express or implied commercial endorsement;
  - Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
  - Must not contain material or statements that promote use of alcohol by minors, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
  - Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
  - Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

**NOTE:** By submitting an Entry, each Entrant agrees that his/her Entry conforms to the Entry Guidelines and Restrictions set forth above and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Sweepstakes if Sponsor decides that his/her Entry fails to conform to the such requirements or any other provision of these Official Rules.

Each Entrant further agrees to release and hold harmless Sweepstakes Entities and Instagram from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant rights with regard to any Entry. Any Entry that does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content as determined by Sponsor, in its sole and absolute discretion, will be disqualified, and if posted on websites and/or platforms related to this Sweepstakes, removed there from.

#### **5. COMPLIANCE WITH SWEEPSTAKES RULES:**

- a. By participating in the Sweepstakes, each Entrant hereby agrees to these Official Rules and to the Sponsor's terms of service/privacy policy on the official website for the Sponsor located at: <http://instagram.com/about/legal/privacy> .
- b. An Entrant is only eligible to win the prize if they are in compliance with the Official Rules.
- c. Failure to comply with the terms set forth herein will be grounds for immediate disqualification.
- d. Under no circumstances shall an Entrant allow or permit any other person or third party or parties, including, without limitation, any person under the legal age to participate in the Sweepstakes on the Entrant's behalf.
- e. Any form of Entry other than what is described in Section 3 is herein voided.
- f. All Entries, regardless of the method of Entry, become the Sponsor's property and will not be returned.

**6. PRIZES:** The following prize will be awarded in the Sweepstakes:

**Entry Prizes:** The following prize will be awarded during Entry Period:

- 1 pair of 2 VIP seats in the Tundra trucks. 1 winner will win a pair - (2) tickets total to the Nelly concert on June 25th at the San Diego County Fair.
- Concert tickets will not count at fair admission. 2 fair admission tickets will also be provided.

Limit one (1) winner per person/household.

**7. RANDOM DRAWING:**

- g. On or about the drawing date for indicated in the chart above in Section 1, the Administrator will randomly draw a total of one (1) potential winner.
- h. Each potential winner will be subject to verification of eligibility and compliance with the Official Rules as stated herein before being named official winner of the Sweepstakes.
- i. Sponsor's and/or Administrator's decision is final and binding in all respects to this Sweepstakes. No Entrant or winner shall have the right to contest any decision by the Sponsor or Administrator concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or determination as to the qualification of Entries into the Sweepstakes.

- 8. ODDS OF WINNING:** The actual odds of winning a prize depend on the number of eligible Entries received during the Sweepstakes Period for each specific prize. Each prize will have its own separate Entry pool.

**9. PRIZE FULFILLMENT, AFFIDAVITS AND RELEASES:**

- j. Each potential winner will be notified at his/her Instagram account via an Instagram Direct message from SDToyotaDealers and must respond with his/her complete first and last name, phone number, e-mail address and mailing address within 24 hours of being notified. Failure to respond within the time permitted in these Official Rules will be viewed by the Sponsor as declining the prize and relinquishing all rights and involvement in the Sweepstakes and the prize. After responding to the initial winner notification, the Administrator will send an e-mail to the provided e-mail address, including instructions on how to verify eligibility.
- k. If a potential winner or any alternate winner is found to be ineligible or not in compliance with the Official Rules, declines to accept a prize, or Sponsor is unable to contact a potential winner or potential alternate winner within the required time period, or in the event that a prize notification is returned undeliverable, the prize will be forfeited and, it is the Sponsors' sole discretion that such prize may be awarded to a new alternate potential winner.
- l. If a potential winner has declined a prize they may not be re-entered into the Sweepstakes or re-named as the Sweepstakes winner (or any variation) under any circumstances as Entrant's rejection officially removes said Entrant from the Sweepstakes and relinquishes all rights to anything related to the Sweepstakes. No exceptions for reinstatement will be made.
- m. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or any other type of 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 prize or force majeure.

- n. Sponsor shall not be held responsible for any delays in awarding prizes for any reason. Each prize will only be awarded to a verified winner.
- o. Contact with a winner will only be made by an authorized agent of the San Diego County Toyota Dealers Advertising Association after the end of the Sweepstakes as set forth above. No other contact is valid.
- p. Upon verification, tickets will be directly emailed to the winners at the email address provided. Tickets for the event are mobile only and MUST be presented on a mobile phone. Printed tickets will not guarantee acceptance.

#### **10. LIMITATION OF LIABILITY:**

- q. The Sponsor & Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected, or undeliverable mail, e-mail or errors in submission into the Sweepstakes.
  - i. This includes failures of connections, delivery, or availability, or corrupt or jumbled submissions or communications.
  - ii. This too shall include transmissions blocked by an internet service provider, Internet access or restriction or accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or any other type of error,
  - iii. Unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information.
  - iv. The Sponsor & Others are not responsible for any incorrect or inaccurate information, whether caused by any website, Internet users, tampering, hacking, or by blocking access to the Sweepstakes by any measures.
  - v. The Sponsor & Others assume no responsibility for any errors, omissions, disruption or interruption of access or service pertaining to the Sweepstakes, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, postage due or unauthorized access to any website.
  - vi. Sponsor & Others are not responsible for any injury or damage, whether personal or property, to Entrants related to or resulting from participating in this Sweepstakes and/or accepting the prize.
  - vii. If for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole 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 winners from among eligible Entries received prior to such cancellation, termination, modification or suspension.
  - viii. The Sponsor & Others make no warranties of any kind, either expressed or implied.

- ix. Void where prohibited, as some jurisdictions may not allow limitations of exclusion of liability for incidental or consequential damages or exclusion of implied warranties.
- r. The Sponsor & Others are not responsible for, and shall be indemnified by the winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of the prize.
  - x. The Sponsor & Others shall not be liable to any winner or any other person for any part thereof, by reason of any acts of God; any action(s), regulations, orders or requests by any governmental or quasi-governmental entities (whether or not they prove to be valid).
  - xi. This too includes any equipment failure, terrorist acts, earthquakes, fires, floods, wars, explosions, unusually severe weather, hurricanes, embargos, labor dispute or strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrections, riot, or any other causes beyond Sponsor's control.
  - xii. As a condition of participating in this Sweepstakes, each Entrant agrees to indemnify, release and hold harmless the Sponsor & Others from any injuries, losses, damages, theft, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes, including acceptance, possession, use, misuse or nonuse of the prize awarded.
- s. EACH WINNER ACKNOWLEDGES THAT EACH PRIZE IS AWARDED AS-IS. SPONSOR & OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION, NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION LAWS) OR NONINFRINGEMENT AS REGARDS TO THE PRIZE OR ANY COMPONENTS OF THE PRIZE.

11. **DISPUTES:** All disputes, claims or other matters regarding the Sweepstakes and/or the Official Rules will be handled in accordance with the Sponsor's dispute resolution policy.

12. **PRIVACY POLICY AND OPT OUT:**

- t. Any personally uniquely identifiable information collected during participation in this Sweepstakes will be collected by Sponsor and used by Sponsor or Administrator, on Sponsor's behalf, (for communication and verification of potential winner or potential alternate winner communication), their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in the Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://instagram.com/about/legal/privacy>.
- u. If an Entrant does not wish to receive any further communication from the San Diego County Toyota Dealers Advertising Association regarding this Sweepstakes or future promotions or offerings, the Entrant may choose to opt-out of future communication by sending Entrant's email address and his or her name and address to:

San Diego County Toyota Dealers Advertising Association  
Attn: Communication Opt-Out  
7750 El Camino Real Suite #2F  
Carlsbad, CA 92009,

In the event that any Prize to be awarded exceeds a value of \$600, the winner will be required to provide Sponsor with full name, address and social security number so that the prize winnings may be reported to the IRS as required by law. *Note: although only prizes valued at \$600 or more must be reported to the IRS, all prize winnings are considered by the IRS to be reportable on the winning taxpayer's tax returns. Consult with your tax preparer.*

**13. PUBLICITY RIGHTS:**

- v. By participating in the Sweepstakes and or accepting a prize, each Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right, where lawful, to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- w. If an Entrant is chosen as a winner, Entrant's personal identifiable information may be disclosed to third parties such as placing Entrant's name on an official winners list.

**14. ADDITIONAL PARTICIPATION AGREEMENTS:**

- x. In entering the Sweepstakes, the Entrant agrees to abide by and accept the Official Rules throughout the Sweepstakes Period and the decisions of Sponsor and Administrator as final and binding in all matters relating to this Sweepstakes.
- y. Entrant waives all rights to claim any ambiguity in the Official Rules.
- z. In no event will additional prizes be awarded than are stated in the Official Rules.
- aa. In the event that due to technical, typographical, mechanical or other errors, there will only be one winner as stated in the Official Rules.
- bb. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, 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 annoy, harass, abuse or disrupt any person or the normal operation of this Sweepstakes.
- cc. 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 any individual suspected of utilizing such methods will be disqualified, in Sponsor's sole discretion.
- dd. Any attempt to deliberately damage any website or undermine the legitimate operation of 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.

ee. All entries and/or materials submitted become the property of Sponsor and will not be returned and no communication will be entered into.

ff. In any event of a conflict or challenge to the Official Rules the details of these Official Rules shall prevail.

**15. WINNERS LIST:** Any person wishing to receive a list of the verified winner must send a self-address stamped envelope no later than 30 days from end of the Sweepstakes to:

San Diego County Toyota Dealers Advertising Association  
7750 El Camino Real Suite #2F Carlsbad, CA 92009

**16. OFFICIAL NOTICES:**

gg. These Official Rules may not be reprinted or republished in whole or in part without the prior written consent of Sponsor.

hh. The information each Entrant provides will only be used for the Sweepstakes.

ii. Winner agrees to follow state, local, festival & artist COVID-19 protocols. A full list of COVID-19 protocols will be provided at time of notification of prize. If the winner is not able to follow protocols set in place, another winner will be selected.

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Administrator/Sponsor: San Diego County Toyota Dealers/Davis Elen, 7750 El Camino Real Suite #2F  
Carlsbad, CA 92009

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