

**Toyota Nudge Donation Promotion (“Promotion”)  
Terms and Conditions**

**NO PURCHASE NECESSARY**

The Toyota Nudge Donation Promotion (the “**Promotion**”) will begin on October 1<sup>st</sup>, 2023 at 12:00am and end when the donation goal (as defined below) has been met, or at 11:59pm ET on February 29<sup>th</sup>, 2024, whichever occurs first (the “**Promotion Period**”). The sponsor of this Promotion is Toyota Motor Sales, U.S.A., Inc., 6565 Headquarters Drive, Plano, TX 75024 (“**Sponsor**”). United Negro College Fund, Inc and Thurgood Marshall College Fund, Inc (“**Charity**”) is not responsible for the administration or execution of the Promotion. Open to legal United States residents residing in the fifty (50) United States, or Washington, D.C., who are eighteen (18) years of age or older (“**Participant**”). Void where prohibited.

For more information about the Charity, go to <https://unfcf.org/> and <https://www.tmcf.org/>

During the Promotion Period, go to AftertheNudge.com (the “**Website**”). Each time that you press the “Nudge” button on the Website, Sponsor will donate \$1 to the Charity up to a maximum of \$300,000.

Limit ten (10) “Nudge” presses per Participant per day during the Promotion Period. For purposes of these Official Rules, a ‘day’ is defined as any twenty-four (24) hour period during the Promotion Period beginning each day at 12:00:01 a.m. ET and ending twenty-four (24) hours later at 11:59:59 p.m. ET. If the maximum donation has been met prior to the end of the Promotion Period, Sponsor will communicate via the Website that any “Nudge” from that point forward will no longer result in a donation to the Charity.

Sponsor shall not be responsible for incorrect or inaccurate information caused by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of donations. Sponsor shall have the right, in its sole discretion, to disqualify any individual who attempts to participate fraudulently. Sponsor reserves the right, in its sole discretion, to cancel, modify, extend or suspend the Promotion at any time for any reason. In the event of any such disruption, a notice will be posted on the Website.

Participants shall indemnify, defend and hold harmless the Sponsor, Charity, their parents, subsidiaries, affiliates, distributors and dealers and their respective employees, directors, and agents, and each of their respective parents, affiliates, divisions, subsidiaries, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, advertising and promotion agencies, agents and representatives (collectively, the “**Released Parties**”) from and against any and all liability, claims, loss, damage, injury or expense, including reasonable outside attorneys’ fees, arising out of or in connection with Participant’s participation in the Promotion, including without limitation, personal injury, death and property damage arising therefrom.

The Released Parties shall not be liable for any printing, typographical, human administrative or technological errors in any materials associated with the Promotion. Sponsor may prohibit any Participant from participating in the Promotion if, in its sole discretion, it determines Participant is attempting to undermine the legitimate operation of the Promotion by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participants or Sponsor's representatives.

Any and all disputes, claims and causes of action arising out of, or connected with, this Promotion, including without limitation, any alleged violation of these Terms & Conditions, any controversy relating to the arbitrability of any dispute, or any claim that the Promotion, or any part thereof, is invalid, illegal or

otherwise voidable (or void), shall be resolved exclusively by arbitration to be held solely in Plano, Texas under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. 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 an Entrant seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of this Promotion.

All issues and questions concerning the construction, validity, interpretation and enforceability of this Promotion, or the rights and obligations of Entrants and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

Any personal information supplied by a Participant to Sponsor in relation to this Promotion will be subject to Sponsor's privacy policy posted at <https://www.toyota.com/support/privacy-rights/>. By being a Participant in the Promotion, Sponsor will not sell, rent, transfer or otherwise disclose Participant personal data to any third party other than as explicitly described herein or in accordance with Sponsor's privacy policy.

**AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS ARBITRATION PROVISION ALSO INCLUDES A JURY WAIVER.** for any problem or dispute that a Participant may have with Sponsor or this Promotion, Participant acknowledges and agrees that Sponsor will be given the opportunity to resolve Participant's problem or dispute. This includes Participant first sending a written description of the problem or dispute to the Toyota Brand Engagement Center, 6565 Headquarters Drive, Plano, Texas 75024. Participant then agrees to negotiate with Sponsor in good faith about the problem or dispute. This should lead to resolution, but if for some reason Participant's problem or dispute is not resolved satisfactorily within sixty (60) days after Sponsor's receipt of the written description of it, Participant agrees to the further dispute resolution provisions below. Participant agrees that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of his/her Participation in the Promotion and these Terms shall be final and binding arbitration, except to the extent that Participant's intellectual property has been infringed upon or violated, or threatened to infringe upon or violate, any of Sponsor's, Charity's, their affiliates', or any third-party's patent, copyright, trademark, trade secret, privacy or publicity rights, in which case Participant acknowledges that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by Sponsor, its affiliates and and/or the applicable third-party(ies). Sponsor and Participant acknowledge that the Terms affect interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite any other choice of law provision). Arbitration under these Terms shall be conducted by JAMS. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (pursuant to JAMS' Streamlined Arbitration Rules and Procedures). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Sponsor and Participant **agree to be responsible for their own fees, costs, and expenses, including those for any attorneys, experts, and witnesses.** An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. Except for claims determined to be frivolous, Sponsor agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law. As a limited exception to the agreement to arbitrate, Sponsor and Participant agree that Participant may take claims to small claims court if the claims qualify for hearing by such court.