

TOYOTA WINTERHAWKS HOCKEY FAMILY OF THE YEAR CONTEST

OFFICIAL

PROMOTION

RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. ELIGIBILITY. PROMOTION open to is open to residents within a 150 mile radius of Portland, Oregon (the "TERRITORY"), except employees (former and current), agents, successors and assignees of Portland Winter Hawks, Inc., Toyota Motor Sales, U.S.A., Inc., Pacific Northwest Toyota Dealers Advertising Association, the Western Hockey League and its Member Teams, the Winterhawks Amateur Hockey Association, and each of their respective affiliated companies, subsidiaries, and advertising or promotional agencies, and the family members of, agents, successors, or assigns of, and any persons domiciled with, such employees are not eligible for entry.

3. ENTRY AND VOTING. Toyota Hockey Family of the Year Contest (the "PROMOTION") will begin at 12:01 AM prevailing Pacific Time on October 13, 2018 and end at 11:59 PM prevailing Pacific Time on December 31, 2018. The PROMOTION shall consist of an Entry Period and a Voting Period followed by the awarding of the prizes. The Entry Period shall commence at 2:00 PM prevailing Pacific Time on October 13, 2018 and conclude at 11:59 PM prevailing Pacific Time on November 4, 2018. The Voting Period shall commence at 12:01 AM prevailing Pacific Time on November 19, 2018 and conclude at 11:59 PM prevailing Pacific Time on December 16, 2018. All entries must be received by 11:59 p.m. prevailing Pacific Time on November 4, 2018 (the conclusion of "Entry Period") in order to be considered for a prize. One entry per person. There are two (2) ways to enter: (1) Enter online by visiting the Toyota Hockey Family of the Year official registration page on the winterhawks.com website beginning October 14, 2018 and completing all of the required information, and following all instructions. Submit your entry by clicking on the "SEND" button. You must complete the entire form in order to enter the PROMOTION online; (2) Complete an entry form during a Winterhawks in-dealership promotional appearance between 2:00 PM and 3:00 PM prevailing Pacific Time on October 13, 2018. No mechanical reproductions permitted. Portland Winterhawks, Inc. and the Pacific Northwest Toyota Dealers Advertising Association (together "Sponsor") will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries, or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. In the event of a dispute, all e-mail entries will be deemed to have been submitted by the owner of the e-mail account from which they were sent. For these purposes, an email account holder shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. Any questions regarding the number of entries submitted or the owner of an e-mail account shall be determined by Sponsor

in its sole, reasonable discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the PROMOTION.

4. PRIZES. Prizes shall consist of one (1) Grand Prize, a new 2019 Toyota RAV-4, and one (1) Secondary Prize, use of a Moda Center suite for up to 22 people OR use of the Toyota Corner VIP seating area in Veterans Memorial Coliseum for up to 20 people for a mutually-agreeable Winterhawks home game during the 2018-19 season subject to suite and corner availability. Sponsor, at their sole discretion, will choose thirteen (13) semi-finalists from all entries received based on the quality of entrant's submission. Odds of being chosen as a semi-finalist of the contest depends upon the number of eligible entries received up to the date of semi-finalist selection. The contestant chosen may not choose another person to participate on his/her behalf. The Voting Period will begin at 12:01AM on November 19, 2018 and will conclude at 11:59PM prevailing Pacific Time on December 16, 2018. Each semi-finalist will receive four tickets to the Portland Winterhawks game on December 31, 2018. Retail value of the tickets is approximately \$120.00. Any vote received after 11:59PM prevailing Pacific Time on December 16, 2018 will be disallowed. One (1) Grand Prize Winner shall be chosen from amongst the thirteen (13) semi-finalists based upon a vote of fans online via winterhawks.com. Grand Prize Winner shall receive a 2019 Toyota RAV-4. The estimated value of the Grand Prize is \$36,000.00. One (1) Secondary Prize Winner shall be chosen from amongst all valid entries received during a Winterhawks in-dealership promotional appearance between 2:00 PM and 3:00 PM prevailing Pacific Time on October 13, 2018. Secondary Prize Winner shall receive use of a Moda Center suite for up to 22 people OR use of the Toyota Corner VIP seating area in Veterans Memorial Coliseum for up to 20 people for a mutually-agreeable Winterhawks home game during the 2018-19 season subject to availability. The estimated value of the Secondary Prize is \$1,250.00. The actual retail value of the Grand Prize will be determined at the time the Grand Prize Vehicle is awarded based upon mileage and condition as determined by a representative of the Pacific Northwest Toyota Dealers Advertising Association. The Secondary Prize winner will be announced on or about Monday, November 19, 2018. The Grand Prize winner will be announced at the December 31, 2018 Winterhawks game. Winner must be present at the game in order to claim the Grand Prize. Vehicle accessories, if any, shall be selected and provided by Sponsor in its sole discretion. Grand Prize Winner must be (1) a US licensed driver 21 years of age or older as of December 31, 2018, (2) legally residing in the Territory, and (3) the holder of a valid Oregon or Washington driver's license and automobile insurance in effect prior to receiving the Prize Vehicle. Failure to qualify may result in the selection of a substitute winner from among all remaining eligible semi-finalists. The Grand Prize Winner will be responsible for picking up the Prize Vehicle at a to-be-determined Portland-area Toyota Dealership and complying with all conditions and requirements of the dealership for receiving the Prize Vehicle. The depiction of the Prize Vehicles in any advertising or promotional materials or physical display may not reflect the actual vehicle delivered to the winner. Prizes are non-transferable, and no substitutions on any prizes except that Pacific Northwest Toyota Dealers Advertising Association reserves the right to substitute prizes of equal or greater value. No voting by

automated, mechanical, or any other non-human method, including but not limited to automated programs, “bots”, or websites will be permitted. Portland Winter Hawks, Inc. and the Pacific Northwest Toyota Dealers Advertising Association (together “Sponsor”) will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible votes, or for failure to receive votes due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. In the event of a dispute, all votes will be deemed to have been submitted by the owner of the e-mail account from which they were sent. For these purposes, an email account holder shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. Any questions regarding the number of votes submitted, the validity of votes submitted, or the owner of an e-mail account shall be determined by Sponsor in its sole, reasonable discretion. Sponsor reserves the right to disqualify any entries or votes by persons determined to be tampering with or abusing any aspect of the PROMOTION in the Sponsor’s sole, reasonable discretion.

5. WINNER NOTIFICATION AND ACCEPTANCE. The contestants/winners of the game tickets will be notified by telephone, e-mail, and/or U.S. Mail within forty-eight (48) hours of their selection as a semi-finalist of the contest. Sponsor’s inability to notify a winner by these means may result in disqualification. If a contestant/winner of the game tickets is disqualified, a new contestant/winner of game tickets will be selected in a random drawing. The contestant/winners may waive their right to receive a prize. Prizes are non-assignable and nontransferable. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. The contestants/winners are solely responsible for reporting and payment of any federal, state, local, and municipal taxes on prizes and for payment of all expenses associated with the game other than game tickets, such as, but not limited to, parking, license, title and registration fees or other costs, including without limitation any travel or transportation costs associated with transferring and/or winning of the Prize Vehicle (provided, however, the Prize Vehicle shall be delivered at no cost to the winner at an authorized Toyota dealer or distributor in the continental US reasonably close in proximity to the winner’s residence). The thirteen (13) semi-finalists will be required to complete an “Affidavit of Eligibility and Liability/Publicity Release”. Failure to sign and return the “Affidavit of Eligibility and Liability/Publicity Release”, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in disqualification and the forfeiture of his or her interest in the prize. Except where prohibited, participation in the Toyota Hockey Family of the Year Promotion constitutes the entrant’s consent to the publication, dissemination and use of his or her name, photograph, image, likeness and voice by Sponsors in any media at any time for any purpose without any additional compensation to, permission from or inspection by the entrant.

6. **PARTICIPATION.** By participating and/or accepting the prize, the contestants/winners agree to be bound by these Official Toyota Hockey Family of the Year Rules and the decisions of Sponsor. By entering, the contestants/winners further agree to be bound by the terms relating to the use of this website, including its Privacy Policy. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Toyota Hockey Family of the Year Promotion as solely determined by Sponsor. In the event the Toyota Hockey Family of the Year Promotion is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Toyota Hockey Family of the Year Promotion, Sponsor reserves the right in their sole discretion to suspend, modify or terminate the Toyota Hockey Family of the Year Promotion. Should the Toyota Hockey Family of the Year Promotion be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

7. **PRIZE WINNERS.** For a Winners list (available after March 1, 2019), send a self-addressed, stamped envelope to Toyota Hockey Family of the Year, PO Box 3009, Portland, OR 97208.

8. **LIMITATIONS OF LIABILITY.** By entering the Toyota Hockey Family of the Year Promotion and accepting the prize, the contestants/winners agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Toyota Hockey Family of the Year Promotion, or any prizes awarded, shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Toyota Hockey Family of the Year Promotion, but in no event attorney's fees; and (3) under no circumstances will the contestants/winners be permitted to obtain any award for, and the contestants/winners hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Toyota Motor Corp., the Pacific Northwest Toyota Dealers Advertising Association, and Portland Winter Hawks, Inc. shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the prizes provided pursuant to the Promotion, and/or any person's participation in the promotion, provided, however, that the Pacific Northwest Toyota Dealers Advertising Association shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the Prize Vehicle. Sponsors shall not be responsible for delays in delivery of the Prize Vehicle and delivery is subject to availability. Pacific Northwest Toyota Dealers Advertising Association, however, shall use all reasonable efforts, subject to availability, to deliver the Prize Vehicle within one hundred eighty (180) days after receipt of the aforementioned items/information. The winner shall bear all risk of loss or damage to the Prize Vehicle after it has been delivered to the specified delivery site. The winner must personally retrieve the Prize Vehicle within thirty (30) days of written notification of delivery

and must present adequate personal identification and evidence of legally required insurance, or an alternative winner shall be selected and the original winner's rights to the Prize Vehicle shall be automatically forfeited. Except as otherwise provided above, the Prize Vehicle will be delivered in "as-is" condition with no warranties implied or explicit.

9. CONSTRUCTION. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Toyota Hockey Family of the Year Rules, or the rights and obligations of the winner and Toyota and the Portland Winterhawks, shall be governed by, and construed in accordance with the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions (whether of Oregon, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Oregon. The invalidity or unenforceability of any provision of these rules shall not affect the invalidity or unenforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Contestants agree that should any dispute arise between contestant(s) and Sponsor's prize indemnifier, such dispute must be submitted to binding arbitration with, and in accordance with the rules of, Arbitration Service of Portland, Inc. The venue for such arbitration shall be Portland, Oregon.

10. WINNER RELEASES. By entering the Toyota Hockey Family of the Year Promotion and accepting the prize, the winner releases Toyota, Portland Winter Hawks Inc., any other promotional sponsors, and each of their respective affiliated companies, and subsidiaries, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Toyota Hockey Family of the Year Promotion or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Acceptance of the prize constitutes permission for Sponsors and/or their designees to use the winner's name, address, photograph, testimonial, or other 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. The winner shall be required to execute any agreements required by Sponsors governing winner's use of said car prior to taking possession of said car.

11. SPONSOR. Toyota Hockey Family of the Year Promotion is sponsored by Portland Winter Hawks, Inc. and Pacific Northwest Toyota Dealers Advertising Association (together "Sponsor"). Sponsor's decisions regarding the selection of Winners and all other aspects of the Toyota Hockey Family of the Year Promotion shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official

Toyota Hockey Family of the Year Rules or in other materials relating to the Toyota Hockey Family of the Year Promotion. If you have any questions regarding this Toyota Hockey Family of the Year PROMOTION, please contact Toyota Hockey Family of the Year PROMOTION QUESTIONS, PO Box 3009, Portland, OR 97208.

12. **LIABILITY.** Pacific Northwest Toyota Dealers Advertising Association and Portland Winterhawks shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the prizes provided pursuant to the Promotion, and/or any person's participation in the Promotion; provided, however, that the Pacific Northwest Toyota Dealers Advertising Association shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the Prize Vehicle.

13. **PRIZE VEHICLE DEPICTION.** The depiction of the Prize Vehicles in any advertising or promotional materials or physical display may not reflect the actual vehicle delivered to the winner.

14. **AWARDING OF PRIZE.** Neither Portland Winterhawks nor Pacific Northwest Toyota Dealers Advertising Association shall be responsible for delays in delivery of the Prize Vehicle, and delivery is subject to availability. Pacific Northwest Toyota Dealers Advertising Association, however, shall use all reasonable efforts, subject to availability, to deliver the Prize Vehicles within one hundred eighty (180) days after receipt of the aforementioned items/information. The winner shall bear all risk of loss or damage to the Prize Vehicle after it has been delivered to the specified delivery site. The winner must personally retrieve the Prize Vehicle within thirty (30) days of written notification of delivery and must present adequate personal identification and evidence of legally required insurance (or an alternative winner shall be selected and the original winner's rights to the Prize Vehicle shall be automatically forfeited).

15. **ACCEPTANCE OF PRIZE.** Acceptance of a prize constitutes permission for Portland Winterhawks and Pacific Northwest Toyota Dealers Advertising Association and/or their designees to use the winner's name, address, photograph, testimonial or other 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. The winner shall be required to execute any agreements required by Pacific Northwest Toyota Dealers Advertising Association (or its dealers) governing winner's use/lease of said car prior to taking possession of said car.

EXHIBIT B

AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

State of: _____ County of: _____ Date: _____

I, _____, being duly sworn, say I have reached the applicable age of majority for the state in which I reside. My Social Security number is: _____.

I reside at _____
(Street Address)

_____, _____, and my telephone

(City and State)

(Zip Code)

number is: (____) _____.

(Area Code and Number)

I am submitting this affidavit to _____ **[Name of PWH]** ("PWH") with the understanding that it will be relied upon to determine my eligibility as the prize car winner of the " _____ " **[Name of Contest]** staged by PWH (the "**Contest**").

I represent that I have entered the Contest of my own free will and have complied with all the rules and regulations of this Contest that I have perpetrated no fraud or deception in entering this Contest or in claiming the prize. I further represent that I am not an employee of PWH, Pacific Northwest Toyota Dealers Advertising Association, Toyota Motor Sales, U.S.A., Inc., the Western Hockey League and its member teams, the Portland Winterhawks Amateur Hockey Association, those entities' advertising or promotion agencies, or any of the aforementioned entities' affiliates or subsidiaries, nor an individual domiciled with such employee.

As the winner of the Portland Winterhawks game tickets awarded in the Contest, I agree to accept that prize (plus any other prize that I may win) as offered - as agreed to pursuant to the rules of the Contest which I read and agreed to as a condition for entering into this Contest. I understand and agree that all

applicable taxes, licenses, title and/or registration fees and associated costs are my sole responsibility, and that if I do not immediately accept this prize and pay said amounts and provide evidence of any legally required insurance, my prize will be forfeited.

IN EXCHANGE FOR MY RECEIPT AND ACCEPTANCE OF THE ABOVE-MENTIONED PRIZE, I HEREBY, FOR MYSELF, MY HEIRS, REPRESENTATIVES, INSURERS AND ASSIGNS, WAIVE AND RELEASE AND FOREVER DISCHARGE ANY AND ALL RIGHTS AND CLAIMS I MAY HAVE AGAINST PWH, PACIFIC NORTHWEST TOYOTA DEALERS ADVERTISING ASSOCIATION, TOYOTA MOTOR SALES, U.S.A., INC., AND/OR THEIR RESPECTIVE ADVERTISING AND PROMOTION AGENCIES, FOR ANY MATTER, CAUSE OR THING WHATSOEVER WITH RESPECT TO, OR ARISING AS A RESULT OF, MY ENTRY IN, PARTICIPATION IN AND/OR STATUS AS A WINNER IN THE CONTEST.

In addition, I hereby grant permission to PWH, Pacific Northwest Toyota Dealers Advertising Association, Toyota Motor Sales, U.S.A., Inc. and/or their advertising and promotion agencies or other designees (without additional compensation, notice or further consent) for the use of my name, address, photograph, testimonial or other 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, regarding my winning the Contest.

I agree that no promise or inducement has been offered except as set forth herein, and that this Affidavit of Eligibility and Liability/Publicity Release was not executed based upon statements or representations by any party other than those set forth herein. Invalidity, illegality or unenforceability of any provision or any part of any provision of this Affidavit of Eligibility and Liability/Publicity Release shall not affect or impair the validity, legality or enforceability of any other provision or any part of any other provision.

I hereby state that I am employed by: _____,

(Company Name)

_____, _____, _____.

(Street Address)

(City and State)

(Zip Code)

My work telephone number is (____) _____. I have been employed for _____.

(Area Code and Number)

Years and my position is _____.

I agree to return to PWH any prize which may be awarded to me if any statement made by me in this affidavit is false. I have completely read this Affidavit of Eligibility and Liability/Publicity Release and certify that I am voluntarily signing this document.

Signed: _____

Print Name: _____

(Signature of parent or legal guardian if above signatory is under 21 years of age)

Signed: _____

Print Name: _____

State of _____)
) to-wit:
County of _____)

On this _____ day of _____ in the year 20__ before me, _____, a notary public of said State, duly commissioned and sworn, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument, and acknowledged that he/she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate last above written.

(Signature)

(Printed Name of Notary Public)

[Seal]

Notary in and for said State.

My term of office expires on the ____ day
of _____, 20__.

[To be signed if parent or legal guardian is required to sign document]

State of _____)

) to-wit:

County of _____)

On this ___ day of _____ in the year 20__ before me, _____,
a notary public of said State, duly commissioned and sworn, personally appeared
, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the above instrument, and acknowledged that he/she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in
this certificate last above written.

(Signature)

(Printed Name of Notary Public)

[Seal]

Notary in and for said State.

My term of office expires on the ____ day
of _____, 20__.

