Lexus Davis Cup Prize Draw Promotion Terms & Conditions

- 1. In these Terms and Conditions, the following terms shall have the following meanings:
 - "Promoter" = Toyota (G.B.) PLC (trading as Lexus), registered in England and Wales with company number 00916634 and its registered office address at Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UX.
 - **b.** "**Promotion**" = the prize draw run by the Promotor whereby a Winner will be selected at random to receive the Prize.
 - c. "Winner" = the entrant selected at random to receive the Prize.
- 2. This Promotion is open to all residents in the UK aged 18 years or over
- The Promotion will run from 0900 hours on 18th August 2023 (the "Opening Date") to 1200 hours on 24th August 2023 (the "Closing Date"). All entries to the Promotion received after the Closing Date will be automatically disqualified.
- 4. All entrants must be UK residents, and must have submitted and completed entries via the website form hosted at <u>https://www.lexus.co.uk/prize-draw/davis-cup</u> and include a valid email address where requested by the Promoter. Any late, incomplete, corrupt entries, entries sent or submitted through agencies and/or third parties will not be accepted and deemed invalid for the purposes of this Promotion. Employees and immediate family members of employees of the Promoter and its respective associated companies, professional advisers, advertising and promotional agencies are not eligible to take part in the Promotion.
- 5. No purchase is necessary.
- 6. There is a limit of one entry per person.
- 7. Entering into this Promotion will be deemed as acceptance of these terms and conditions by the entrant.
- 8. The "Prize" consists of a pair of tickets to the Davis Cup Tennis Tournament on either 15th of September 2023 or 17th September 2023. There are 2 Prizes to be won (1 Prize to each Winner). The Prize includes a pair of premium hospitality tickets, including: Premium seats in the Presidential Stand, welcome drink and canapes upon arrival, three course buffet lunch, cocktail bar with drinks included all day, full afternoon tea, refreshments and snacks available between matches, post match small bites, enjoy the suite until late after the final match. The Prize excludes travel before, during, or after the fulfilment of the Prize.
- 9. There will be no cash alternative to the Prize stated.
- 10. The Prize is non-transferable, non-refundable and non-changeable.
- 11. The Winner of the Prize will be selected at random from all eligible entries received by the Closing Date, and will be notified by the Promoter by Wednesday 30th August 2023 (the **"Announcement Date"**) or as soon as practicable thereafter. The Winner will be advised on how to claim the Prize within this notification. The Prize must be claimed by a Winner by 23.59 hours on 31st August 2023, and a failure to do so, entitles the Promoter to redraw a replacement winner by random selection pursuant to Condition 13. The Prize must be accepted within the period for acceptance which is set by the Promoter.
- 12. The decision of the Promoter is final.
- 13. If a Winner cannot be traced after reasonable efforts have been made by the Promoter, the Winner will forfeit the right to claim the Prize, and the Promoter will arrange for a replacement winner to be randomly selected in accordance with these Terms &

Conditions.

- 14. A Prize may not be claimed by a third party on behalf of a Winner.
- 15. The Promoter reserves the right to hold, void, suspend, cancel or amend the terms of this promotion at any stage and without notice if deemed necessary in their opinion, and/or if circumstances arise outside of their control.
- 16. The Promoter (and those organising any part of the Prize on their behalf) cannot be held responsible or liable for any circumstance beyond its reasonable control that prevents any Prize from being used or available. The Promoter cannot accept any responsibility for any damage, loss, or disappointment suffered by any entrant entering the Promotion or as a result of accepting the Prize (where awarded) or in the event of a force majeure event (including but not limited to Act of God; war; civil commotion; third party industrial action; epidemic; pandemic or acts of Government) which prevents fulfilment of the Prize. The Promoter is not responsible for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, or at any website, including any injury to or resulting from participation or downloading any materials in the Promotion.
- 17. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
- 18. All entrants agree to the processing of their personal data by the Data Processor (Transform UK) for the purposes of the administration of this Promotion. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the Promoter will send the surname and county of the Winner and, if applicable, copies of their winning entries to anyone that requests this information and emails <u>cr@lexus.co.uk</u> or writes to Toyota (G.B.) PLC, Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UX with a stamped address envelope within one month after the Closing Date of the Promotion. By entering the Promotion, participants agree to participate in publicity and materials, within reason, resulting from the Promotion if requested to do so by the Promoter. If you object to any or all of your surname, county and winning entry being published or made available, you can restrict the processing of your personal data by emailing the Promoter at <u>cr@lexus.co.uk</u>. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- The Promoter will only process your personal information as set out in the <u>https://www.lexus.co.uk/customer-data/privacy-policy/</u>. See also Condition 18, with regards to the administration of this Promotion.
- 20. If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude an entrant from participating in the Promotion at any stage.
- 21. The Promotion is governed by English Law and the Courts of England and Wales shall have exclusive jurisdiction over any dispute arising in connection with it
- 22. No third party can enforce these terms.