

“Lexus Ultimate Date Night at the Altria Theater” Sweepstakes

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE STATE OF VIRGINIA AND WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR ENTRY IN THE STATE OF VIRGINIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED WITHIN THE STATE OF VIRGINIA AT THE TIME OF ENTRY.

DATES OF SWEEPSTAKES: The “Lexus Ultimate Date Night at the Altria Theater” Sweepstakes (the “Sweepstakes”) begins at 12:00 a.m. Eastern Time (“ET”) on April 26, 2024 and ends at 11:59 p.m. ET on May 24, 2024 (the “Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open only to legal permanent residents of Virginia who live within a 75-mile radius of the Altria Theater (“The Sweepstakes Administrator”, located at 6 N Laurel St, Richmond, VA 23220), who are eighteen (18) years of age at time of entry (each, an “Entrant”). Officers, directors, managers and employees of Lexus, a division of Toyota Motor Sales, Inc., Eastern Area Lexus Dealer Advertising Association, Inc. (the “Sponsor”), Toyota Motor Sales USA, Inc., Altria Theater and each of their respective parent companies, subsidiaries, affiliates, and related companies, dealers, dealership associations, advertising and promotion agencies, consultants and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including the Sweepstakes Administrator are not eligible to participate. Sweepstakes is subject to all federal, state and local laws and regulations. Sweepstakes is void outside of Virginia and wherever else restricted or prohibited by law. Persons who have previously won a contest, sweepstakes or promotion of any kind sponsored or otherwise associated with Sponsor or Toyota Motor Sales, U.S.A., Inc. within twelve (12) months immediately preceding the start of this Sweepstakes are ineligible to participate or win.

HOW TO ENTER: To enter, visit altriatheater.com/ultimate-date-night (the “Website”) during the Sweepstakes Period and complete the official entry form (the “Entry Form”) in its entirety, including your first name, last name, address, city, state, zip code, email address, telephone number where you can be reached for potential prize winning notifications (including area code), if selected, and date of birth. Then, click the “Submit” button in order to receive one (1) entry into the Sweepstakes. **There is a limit of one (1) entry per Entrant during the Sweepstakes Period.**

Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, garbled, stolen, delayed, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant’s entry and that Entrant may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name and mailing address were submitted via the Entry Form (the “Authorized Account Holder”) and such Authorized Account Holder must comply with these Official Rules. The potential Grand Prize Winner may be required to show proof of being the Authorized Account Holder. If the Sweepstakes Administrator cannot determine the identity of the person based upon the information submitted via the Entry Form, the respective Entrant will be disqualified. No mechanically or programmatically reproduced entries are permitted. Sponsor will not verify receipt of entries for Entrants.

By entering, each Entrant; (a) represents that he/she is at least eighteen (18) years of age and otherwise eligible to participate in the Sweepstakes; and (b) fully and unconditionally agrees to and accept these

Official Rules and the decisions of Sponsor, which are final and legally binding in all respects. Any person who tampers with the entry process in any way will be disqualified.

WINNER SELECTION/NOTIFICATION: On or about May 27, 2024, one (1) potential prize winner (the "Prize Winner") will be selected at random from among all eligible entries received during the Sweepstakes Period. Odds of being selected as the potential Prize Winner are dependent upon the total number of eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Sweepstakes Administrator whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects.

The potential Prize Winner will be notified by a representative of the Sweepstakes Administrator via email within twenty-four (24) hours of the random drawing (the "Notification"). One (1) attempt will be made to reach the potential Prize Winner via the Notification. If Potential Winner cannot be contacted, or if Sweepstakes Administrator does not receive a response from the potential Prize Winner within seventy-two (72) hours of the Notification from Sweepstakes Administrator, then the Prize will be forfeited. If Potential Winner does not complete and submit all documents required by the Sweepstakes Administrator within five (5) days of being notified of winning, then the prize will be forfeited.

In the event that the Prize is forfeited, the Sweepstakes Administrator has the right, but not the obligation, in its sole discretion, to select an alternate Prize Winner in a random drawing of all remaining eligible online entries received.

PRIZE: The Official Prize Winner will receive: i) two (2) tickets to a show at Altria Theater, blackout dates and restrictions apply, ii) two (2) Lexus Lounge Passes, iii) dinner for two (2) at Lemaire up to a \$275 value in the Jefferson Hotel, and iv) one (1) night stay at the Richmond Marriott, double occupancy.

Total ARV of prize is \$754.

Official Prize Winner is solely responsible for all federal, state and local taxes and all other expenses not specifically mentioned herein. Prize is not transferable and may not be resold. No substitution or cash redemption of Prize, except at a Sponsor's sole discretion or as otherwise stated herein. Sponsor reserves the right to substitute the Prize with a prize of comparable or greater value. Prize is not transferable prior to award. **Travel expenses are not included in the prize, including but not limited to transportation, parking, beverages, incidental expenses and gratuities. Official Prize Winner is solely responsible for all federal, state and local taxes and all other expenses not specifically mentioned herein or in addition to the values provided with the Prize.** No more than the one (1) Prize as set forth in these Official Rules will be awarded.

In the event that the potential Prize Winner is disqualified for any reason, Sponsor nor Sweepstakes Administrator shall have no liability or obligation to such individual. Official Prize Winner consents (and agrees to sign any additional documents required by Sponsor or Toyota Motor Sales USA, Inc., effect or perfect such consent, except where prohibited by law) to Sponsor or Toyota Motor Sales USA, Inc., use of his/her name, likeness (photograph and/or video), biographical information, and voices in advertising/publicity/trade without compensation, notice or approval; and, Official Prize Winner disclaims any ownership rights of such advertising/publicity/trade material.

GENERAL CONDITIONS: Should any portion of the Sweepstakes be, in Sweepstakes Administrator's sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupts or impairs the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at their sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sweepstakes Administrator will be posted at the Lexus display at the Venue. In such event, Sweepstakes Administrator reserves the right to award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. Sweepstakes Administrator reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes

or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sweepstakes Administrator reserves the right to disqualify or reject any incomplete, inaccurate or false entry. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

RELEASE: By participating in this Sweepstakes, Entrants agree to release and hold harmless Sponsor, Toyota Motor Sales USA, Inc., Altria Theater, and each of their affiliates, directors, officers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, dealers, dealer associations, distributors, advertising, promotion, and fulfillment agencies, including the Sweepstakes Administrator, consultants and legal advisors (collectively, the "Released Parties") from and against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or activity related to the Sweepstakes, including any travel related thereto.

LIMITATIONS OF LIABILITY: The Released Parties are not responsible for (a) unauthorized human intervention in any part of the entry process or the Sweepstakes; (b) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (c) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes; (d) any printing or typographical errors or other incorrect or inaccurate entry information in any Sweepstakes-related materials; (e) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries; or (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware or software.

DISPUTES: Entrant agrees that; (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Sweepstakes (including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that these Official Rules (or any part thereof) are invalid, illegal, or otherwise voidable (or void) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in Palm Springs, California under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures; (b) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with Entrant's participation in this Sweepstakes or otherwise accessing this Sweepstakes, and in no event will Entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will you be permitted to obtain awards for, and Entrant hereby waives, all rights to claim, punitive, special, incidental, and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Entrant seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of this Sweepstakes, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Sweepstakes or any content or other material used or displayed on this Sweepstakes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

ENTRANTS PERSONAL INFORMATION: Information collected from Entrants is subject to Lexus's privacy policies, located at <http://www.lexus.com/privacy/>. If you are selected as the Official Prize Winner, your first name, last initial, city, and state will also be included in a publicly available winner's list.

WINNER'S LIST: For the name of the Official Prize Winner, please submit a self-addressed, stamped envelope for receipt by June 26, 2024 to "Lexus Ultimate Date Night At The Altria Theater" to the Altria Theater located at 6 N Laurel St, Richmond, VA 23220.

SPONSOR: Eastern Area Lexus Dealer Advertising Association, Inc. c/o Sheehy Lexus of Richmond, 9703 Midlothian Turnpike, Richmond, VA 23235