

2020

Wyland National Mayor's Challenge for Water Conservation Sweepstakes Rules

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE SWEEPSTAKES.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING

VOID WHERE PROHIBITED BY LAW.

1. SPONSOR: Wyland Foundation, 30265 Tomas, Rancho Santa Margarita, CA 92688, a 501c3 non-profit organization, is solely responsible for all aspects of this Sweepstakes ("Sweepstakes").

2. ENTRY: This Sweepstakes will be conducted commencing at 12:01 AM PDT August 1, 2020 and ending at 11:59 PM PDT August 31, 2020 ("Entry Period"). During the applicable Entry Period, you may enter such Sweepstakes at www.mywaterpledge.com by: **(1)** Signing up with your Facebook account or email address **(2)** Entering your city (If entering via Facebook, individuals will be auto-assigned to compete on behalf of the city associated with the individual's Facebook account) **(3)** Taking the "My Water Pledge" and making at least one commitment on behalf of your city to reduce your environmental impact; **(4)** Checking the entry box agreeing to participate in the prize giveaway; and **(5)** Completing the required fields in the online entry form. Normal Internet access and usage charges imposed by your online service will apply. You understand that by participation in these Sweepstakes, if you are a potential winner, the Sponsor may contact you via email, mail or by phone. It is your sole responsibility to notify the Sponsor in writing if you change your contact information before the Sweepstakes ends. For purposes of these Official Rules ("Rules"), all times and days are Pacific Time. People may also enter the Sweepstakes by providing the same information required in (1) through (5) hereinabove by clearly printing on standard sized, white paper, and mailing it to Wyland Foundation, 30265 Tomas, Rancho Santa Margarita, CA 92688. Mail entrants must clearly write on the same document that they commit to the My Water Pledge on behalf of their city to reduce their environmental impact and sign the Pledge. Entries by mail are eligible for all prizes for which they qualify. Mail entries must be postmarked by August 31, 2020 and received by August 5, 2020.

3. LIMITATIONS: All Entries for each Sweepstakes must be made during the applicable Entry Period. Only one Entry per person is permitted for the Winning Cities Prize Pool. Only one Email Account may be used by each participant. Each person may enter / participate only once during the entry period. It is not permitted to have more than one entrant use the same Email Account to enter. In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person who is the

“authorized account holder” assigned to the Account. Should the Sponsor in its sole judgment determine that an Entry was made by any method other than set forth above in Section 2, including Entry by any automated system, said Entry will be void and the Entrant will be disqualified from the Sweepstakes. An improper entry may also result in the disqualification of the entire city at Sponsor’s sole discretion. Persons of any age may make a commitment to reduce their environmental impact via www.mywaterpledge.com, however, prize redemptions and qualifications are open only to persons who, upon entering, are 18 years or older; U.S. Residents; legal residents of the City entered (collectively, “Territory”); and persons who are not employees, officers or members of the board of directors of Wyland Foundation; its parent, subsidiary, affiliated or successor companies; the advertising, promotional or fulfillment agencies of any of them (individually and collectively, “Entities”) nor members of their households or immediate family members. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Releasees”) are responsible for Entries from persons residing, or physically located, outside the Territory, or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant’s email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified. This Sweepstakes, or any portion of it, is void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

4. PROCEDURES: **1)** Cities within the 50 United States and the District of Columbia will compete on a national basis in the following population categories for 2020: (5,000- 29,999 residents, 30,000 - 99,999 residents, 100,000- 299,999 residents, 300,000- 599,999 residents, and 600,000+ residents), as outlined at www.mywaterpledge.com. **2)** Individuals will enter the name of their city at www.mywaterpledge.com in the space provided and will compete on behalf of that city. If entering by Facebook, individuals will be auto-assigned to compete on behalf of the city associated with the individual’s Facebook account. **3)** Cities’ population category criteria will be defined by the 2010 U.S. Census. **4)** The city with the highest percentage of residents who take the challenge in their population category will be classified as a Winning City (Five winning cities collectively known as “Winning Cities”). A weighting formula will be applied to each city’s population to provide equal value to each entry relative to population size. To qualify as a Winning City for 2020, any Winning City from the previous

year must qualify with the highest percentage of residents who take the challenge in their population criteria and achieve a ten percent (10%) growth in residential participation over their prior year performance. **5)** A participating mayor is not a precondition for winning. **6)** All Entries must be received during the applicable Entry Period. Within ninety (90) days after August 31, 2020, in a random drawing, the potential winners for such Sweepstakes will be selected from all eligible Entries received from the Winning Cities for such Sweepstakes (“Winners”). Odds of winning Sweepstakes depend on the total number of eligible Entries received for such Sweepstakes. **7)** *Residents in cities with a population under 5,000 and ALL participants in the Sweepstakes will be entered in a separate prize drawing for a \$500 Home Improvement Store shopping spree and will be eligible for Daily Prizes.

5. PRIZES:

A) WINNING CITIES TOTAL PRIZE POOL INCLUDES:

- 1)** Grand Prize FREE Utilities for a Year payable to winner in the form of a \$3,000 check. Approximate Retail Value (“ARV”) is \$3,000.
- 2)** Fifty (50) Toro® XTRA SMART™ ECXTRA™ Landscape Timer & Wireless Weather Sensor (Total prize package ARV \$178.49);
- 3)** One hundred (100) Eco-friendly home cleaning product packages from Earth Friendly Products (ECOS) (ARV \$25);
- 4)** Twenty-Five (25) \$25 E-Gift Card for Home Improvement Store;
- 5)** Four (4) Wyland Foundation Set of 2 Matte Black Camp Mugs (ARV \$59);
- 6)** Two (2) Wyland Foundation Whale Tail & Waves Ombre Travel Bottle (ARV \$39.95);

Residents residing in cities with fewer than 5,000 residents and residents of Non-Winning Cities will not be eligible for the **Winning Cities Total prize pool**. All participating residents who have opted in to take part in the Sweepstakes (including cities with fewer than 5,000 residents) will be placed in a separate drawing to win a \$500 shopping spree at a Home Improvement store and will be eligible for Daily Prizes.

B) PRIZE FOR ALL PARTICIPATING RESIDENTS, (INCLUDING CITIES AND UNINCORPORATED AREAS WITH FEWER THAN 5,000 RESIDENTS)

All participating residents (including cities with fewer than 5,000 residents) will be eligible to win daily prizes and placed in a drawing to win a \$500 shopping spree at a Home Improvement store.

C) DAILY PRIZES: 30 Daily prizes will be drawn at random during the month of August 2020 from among all participating residents (including cities and unincorporated areas with fewer than 5,000 residents) and participants who complete the refer-a-friend process or submit entry by mail. Participants are defined as individuals who successfully complete the waterpledge submission process. Those participants who then forward a link provided by the Sponsor at www.mywaterpledge.com to a friend, who in turn successfully completes the waterpledge submission process will be provided with additional entries for the Daily Prizes. Participants will receive one additional entry for each friend referred through the refer-a-friend process or by mail entry, as set forth above. Said mail entry for the refer-a-friend process must include the name and email information for a friend. **Daily Bonus Prizes:** If an individual refers a friend who wins, the individual will receive a prize if the friend uses the individual's referral link.

Total daily prize pool includes:

- 1) Ten (10) Toro XTRA SMART™ ECXTRA™ Landscape Timer & Wireless Weather Sensor. (Total prize package ARV \$178.49);
- 2) Ten (10) \$50 Home Improvement Store Gift Cards
- 3) Two (2) Wi-Fi Water Leak and Freeze Detector (ARV \$60);
- 4) Four (4) Wyland Foundation Stacked Pledge Bracelets-Water (ARV \$39);
- 5) Four (4) Wyland Foundation Whale Tail Hat (ARV \$28);

Should the Sponsor in its sole judgment determine that a referral was made by any method other the referral code provided by Sponsor or pursuant to the rules for mail entry, including referral by any automated system, said referral will be void and the referrer will be disqualified from the Daily Prize Giveaway and the Sweepstakes.

ADDITIONAL INFORMATION: Sponsor reserves the right to provide additional prizes. The prizes cannot be used in conjunction with any other promotion or offer. All prize values are stated in United States dollars. If for some unanticipated reason, a stated prize is unavailable, Sponsor has the right to substitute one or more items of equal or greater value, at its sole and absolute discretion. No prize is exchangeable, transferrable, or redeemable for cash. The Winner(s) are solely responsible for complying with any and all applicable federal, state, provincial, local or other statutes, regulations, and other laws and for bearing any personal income, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to any prize. THE PRIZE(S) ARE PROVIDED "AS IS." SPONSOR AND ITS AFFILIATES DO NOT MAKE, AND EACH OF THEM EXPRESSLY DISCLAIMS, ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY PRIZE OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. PLEASE NOTE: AS A CHARITY DEDICATED TO PROVIDING EDUCATIONAL INFORMATION AND OUTREACH ABOUT WATER ISSUES AND THE ENVIRONMENT, WE ARE NOT SET UP TO HANDLE ISSUES THAT A RETAIL COMPANY MAY NORMALLY BE ABLE TO HANDLE AND THEREFORE CANNOT ACCEPT RETURNS OR EXCHANGES FOR PRIZES, INCLUDING, BUT NOT LIMITED TO THOSE THAT ARE DAMAGED OR MISHANDLED IN TRANSIT.

D) VEHICLE PRIZE FOR CHARITABLE ORGANIZATION

One (1) 501c3 non-profit charity will receive a 2020 Toyota Highlander Hybrid XLE 3.5L 5-Cyl. Approximate Retail Value is \$41,000. **How to qualify:** During the Sweepstakes Period eligible participants are invited to participate by visiting the www.mywaterpledge website and complete the Sweepstakes entry form. Once there, they will be asked to use the field provided to nominate a non-profit public charity within their city that they believe would benefit from the donation of a Toyota Highlander Hybrid XLE. At the end of the Sweepstakes period, charities with the most nominations from each Winning City will be invited within 30 days to submit a survey stating how the donation of a Highlander Hybrid XLE would help their charity to better serve their community. The survey will be judged on three criteria: 1) the demonstrated need for the vehicle by the charity; 2) the benefit to the service area of the charity from the vehicle; and 3) the long-term plan for the intended use of the vehicle by the charity. The sponsor at its sole discretion will select the recipient based upon review of the survey within 90 days of the conclusion of the Sweepstakes.

Additional Details Relating to Vehicle Prize for Charitable Organization, include:

- a. All charity nominations must be made by Sweepstakes participants who are 18 years old at the time of entering the sweepstakes, be an individual legally residing in the United States, and be a licensed driver;
- b. The winner of the prize vehicle may not be an employee of Toyota Motor Sales, U.S.A., Inc. (“TMS”), that entity’s advertising agencies, or any of the aforementioned entities’ affiliates or subsidiaries, nor an individual domiciled with any such employee;
- c. The winner of the Grand Prize vehicle may not be an employee of the Wyland Foundation; that entity’s advertising agencies, or any of the aforementioned entities’ affiliates or subsidiaries, nor an individual domiciled with any such employee;
- d. Winning charity must be a non-profit public charity in good standing with the state office of the attorney general.
- e. Prizes are non-transferable, and no substitutions on any prizes (except that the Wyland Foundation and/or Toyota Motor Sales, USA, Inc. (“TMS” or “Toyota”) reserves the right to substitute prizes of equal or greater value);

- f. TMS 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 Sweepstakes; provided, however, that TMS shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the Grand Prize Vehicle;
- g. The depiction of the Vehicle in any advertising or promotional materials may not reflect the actual vehicle delivered to the winner;
- h. The Sweepstakes shall be staged in compliance with all applicable federal, state and local laws;
- i. The winner shall be required to execute and notarize an affidavit of eligibility and liability/publicity release and return such affidavit to the Wyland Foundation within fourteen (14) days of being selected as a winner or an alternative winner shall be selected via a random drawing from among participants of winning cities;
- j. If the winning charity is located within a reasonable distance of TMS's Plano, Texas headquarters' offices, the winner shall execute the necessary paperwork and take delivery of the Grand Prize Vehicle at TMS's principal place of business in Plano, Texas. Otherwise, TMS shall use reasonable efforts to have the Grand Prize Vehicle delivered to the authorized **Toyota** dealership closest to the winner's primary location in the continental United States; however all entrants residing in Alaska and Hawaii will be solely responsible for the prize pick-up and delivery, whether by shipper, agent or the winner in person.
- k. Toyota will be responsible for initial year of title and registration. Any other costs, including without limitation any travel, insurance or transportation costs, associated with winning the Grand Prize Vehicle, will be the responsibility of the winner.
- l. Toyota shall not be responsible for delays in delivery of the Grand Prize Vehicle, and delivery is subject to availability. Toyota, however, shall use all reasonable efforts, subject to availability, to deliver the Grand Prize Vehicle within two hundred and ten (210) days after receipt of the aforementioned items/information. The winner shall bear all risk of loss or damage to the Grand Prize Vehicle after it has been delivered to the specified delivery site. The winner must personally retrieve the Grand Prize Vehicle within fourteen (14) 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 Grand Prize Vehicle shall be automatically forfeited); and
- m. Acceptance of a prize constitutes permission for the Wyland Foundation and Toyota 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, the winner to the greatest extent permitted by law.
- n. Winning charity agrees to provide an end of year report at the conclusion of the first and second year after winning the prize vehicle.

6. WINNERS: The winners for each Sweepstakes will be notified via email or by telephone at the number they provided within ninety (90) days following the conclusion of Sweepstakes. Entries submitted using the Facebook feature will be contacted based on the information provided by the individual's Facebook account. Sponsor is not responsible for changes to contact information provided by potential winner that may interfere with winner notification. To claim the prize, winners will be required to respond by email and provide full name, email address, physical mailing address and phone number to this email address: mayorschallenge@wylandfoundation.org. This email shall include the name and city of residence in the subject line. Unless specified otherwise, prizes will be mailed to the address provided during the entry process. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: **[1]** potential winner's failure to respond to notification within forty eight (48) hours after its transmission; **[2]** the failure of notification due to deactivation of the potential winner's Email and Telephone Accounts prior to receipt of notification; **[3]** potential winner's failure to provide sufficient contact information; **[4]** potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[5]** potential winner's failure to validly claim any prize within five (5) days after it is sent and **[6]** any other non-compliance with Rules. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. All taxes are solely the responsibility of each winner.

7. CONDITIONS: By entering these Sweepstakes and/or accepting any prize you may win, you agree, represent and warrant that: **[1]** you will be bound by the Rules and the Sponsor's decisions, which shall be final in all respects; **[2]** the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; **[3]** you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[4]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to any Sweepstakes or prizes; **[5]** winner's acceptance of any prize constitutes the

grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information, statements about the promotion and/or live and taped performances of interviews for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [6] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of any Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend such Sweepstakes; and in such event, to select a winner by such method as Sponsor in its sole discretion shall consider equitable; [7] the Releasees are not responsible for typographical or other errors in the offer or administration of any Sweepstakes, including but not limited to: errors in the advertising, Rules and selection and announcement of the winner; [8] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; [9] Sponsor has the right to modify prize award procedures at its sole discretion; [10] the Releasees are not responsible for changes to computer or online network provider functions that may interfere with Sweepstakes or participant's ability to timely enter and [11] Releasees are not responsible for any failure of delivery of winner notification.

8. YOUR PRIVACY: Wyland Foundation maintains the following privacy policies in regard to the information that you choose to supply us, and adheres to a strict privacy policy that allows for unsubscribing or opting-out of any future communications:

A) Sweepstakes, Contests and Promotions Participation in the Sweepstakes is completely voluntary. Information requested may include personal contact information such as your name, shipping and email addresses. Contact information will be used to notify winners, award prizes and contact users with further information about Wyland Foundation programs and events, as well as the programs and events of Wyland Foundation non-profit partners. Should you desire to be excluded from communications regarding Wyland Foundation programs and the programs and events of Wyland Foundation's non-profit partners, please send a statement in writing to Wyland Foundation, 30265 Tomas, Rancho Santa Margarita, CA 92688, stating that you wish to not be contacted. Please note that your personal information will not be sold or provided to third parties without your express consent. However, we may use an intermediary to conduct these surveys or contests, they may not use users' personally identifiable information for any secondary purposes. Survey information will be used for the purposes of monitoring or improving use and satisfaction of the Wyland Foundation web site.

B) Cookies A cookie is a piece of data placed on your hard drive when you visit our site. We may use cookies to help us recognize you when you come back to

our site. We may also use cookies to help us monitor traffic on our site. This information may be aggregated in an anonymous manner. You can select to have our web site remember your email address and password on your specific computer when you login. This information will be stored in a cookie on your hard drive that will only be used when you return to the site to login again.

C) Session Cookies A cookie is a piece of data placed on your hard drive when you visit our site. We use session cookies to help you navigate through the actions on our site when you log in, but they contain no personally identifiable information about you. We may also use cookies to help us monitor traffic on our site. This information may be aggregated in an anonymous manner. This will help us better tailor our site and provide you with offers that we think may be of interest to you.

D) IP Addresses and Environmental Variables Wyland Foundation may also collect information through IP addresses or environmental variables. An "IP address" is a number used by computers on the network to identify your computer so that data can be transmitted to you. "Environmental variables" include, among other things, the domain from which you access the Internet, the time you accessed our web site, type of web browser and operating system or platform used, the Internet address of the web site you left to visit Wyland Foundation, the names of the pages you visit while at our web site, and the Internet address of the web site you then visit. We collect all of this information to allow us to detect broad demographic trends, to provide information tailored to your interests and to enhance your experience on Wyland Foundation and / or affiliate web sites. This information may be aggregated in an anonymous manner.

E) User Control Over Collection and Use of Information Wyland Foundation provides you with the following choices regarding the use of your information: You may set your browser to: (1) inform you when cookies are being set before a cookie is stored; (2) not accept cookies at all; and (3) erase all cookies from your hard drive. However, if you choose to reject or erase cookies, your ability to navigate our site may be limited. You may choose not to provide Wyland Foundation with any contact information. However, if you do so, we will be unable to enter you in any Sweepstakes or contests. Additionally, your ability to navigate our site may be limited. If you would like to opt-out of receiving some or all further information from Wyland Foundation, either (1) take the opportunity to opt out wherever personally identifiable information is collected, (2) take the opportunity to opt out in links on the bottom of email we send to you.

F) Facebook account holders who opt to take the challenge using their Facebook account agree to share their profile and friend list with "Sponsor." The Sweepstakes is not sponsored, endorsed, administered by, or associated with Facebook

G) Policies for Children (Individuals Under 13 Years of Age) The Wyland Foundation encourages parents and guardians to spend time online with their children and to participate in the activities offered on the sites. We encourage parents and guardians to take an active role to protect the privacy of their children and to prevent inappropriate use of information about their children.

Wyland Foundation does not actively seek to collect personal information about children under 13 through its website and no information should be submitted by Guests under 13 years of age without the consent of their parent or guardian. Parents and guardians should instruct their children never to give out real names or any other identifying information over the Internet without first getting parental permission. If a Parent or Guardian wishes the Wyland Foundation to delete any information provided to the Wyland Foundation by their under 13 year old child, decline to have that information shared with third parties, and/or opt out of any future collection or use of that information, they may contact Wyland Foundation Data Management.

H) Links This Web site contains links to other sites. Please be aware that we, Wyland Foundation, are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information. This privacy statement applies solely to information collected by Wyland Foundation.

9. RULES & WINNERS' LIST: Winning Cities will be announced before or during the week of September 21, 2020. Individual Prize Winners will be announced some time between September 1, 2020- December 31, 2020. For names of winners (which will be available after December 31, 2020) and/or Rules (before September 1, 2020), see information available at www.mywaterpledge.com or send an email to mayorchallenge@wylandfoundation.org. Please include in the subject line: Rules and Winners Request – Mayor's Challenge. Or mail a written request, along with a self-addressed, stamped envelope, to: Wyland Foundation, Attn: Rules and Winners Request – Mayor's Challenge for Water Conservation, 30265 Tomas, Rancho Santa Margarita, CA 92688.

10. DISCLAIMERS OF WARRANTIES AND REPRESENTATIONS: Wyland Foundation is not a licensor or licensee of any of the partners, products or affiliates for this Sweepstakes. WE MAKE NO REPRESENTATION AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any of the products and prizes provided herein. Wyland Foundation is independent from and not responsible for any of the entities providing prizes and support for this Sweepstakes and therefore we are not responsible for the opinions or representations made by any affiliate, partners or donors. The statements made by our affiliates and sponsors are not necessarily the opinion of the Wyland Foundation.