Sweepstakes Official Rules

These are the official rules of the Sweepstakes described in the correlating tweet (the “Post”).

No purchase or payment of any kind is necessary to enter or win. A purchase will not increase your chance of winning. This Sweepstakes is intended for play in the 50 United States and the District of Columbia only and will be governed by U.S. law. Do not enter if you are not eligible and located in the 50 United States or the District of Columbia at the time of entry. Void outside the geographic eligibility listed above and in the Post and where prohibited by law.

1. Eligibility: To enter and be eligible to win, you must meet the geographic eligibility and age eligibility listed above and in the Post at the time of entry and must have a valid email address and Twitter account. Employees, contractors, directors, and officers of Sponsor, its parent, subsidiaries, affiliates, sales representatives, dealers, distributors, retailers, and advertising, promotion and judging agencies, and all other service agencies involved with the Sweepstakes (“Promotion Entities”), and members of each of their immediate families (spouses, parents, grandparents, children, and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter or win. Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to, and acceptance of, these Official Rules and any terms or conditions contained in the Post. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void outside the geographic eligibility listed above and in the Post and where prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws.

2. Promotion Period: This Sweepstakes starts at 9:00: a.m. Pacific Daylight Time on the date listed in the Post and ends at the time and date listed in the Post (the “Promotion Period”).

3. How to Enter the Sweepstakes: You can enter the Sweepstakes at https://twitter.com/Lexus (the “Website”) by following the instructions in the corresponding Post. Read the Post for the Sweepstakes method of entry, which will require you to submit content or otherwise interact with the Website with the hashtag #sweepsentry, to receive one (1) entry into the Sweepstakes (“Entry”) (subject to verification with the Entry Requirements in Rule #3.1, below). To be eligible, Entries may not contain any content or concept other than the content or concept described in the corresponding Post. There is a limit on the number of Entries per Twitter account/person/email address for the entire Promotion Period as provided in the Post. Automated Entries are prohibited and any such use will cause disqualification. Entrants may not enter with multiple email addresses/Twitter accounts nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. If it is discovered that you have entered or attempted to enter the Sweepstakes multiple times using multiple identities, Twitter accounts, or email addresses, or that you submitted or attempted to submit more than the Entry limit provided in the Post, all of your Entries will be declared null and void, and any prize you might have been entitled to will not be awarded. Each Entry will be subject to Twitter’s Terms of Use (found at www.twitter.com), and must comply with the Entry requirements set forth in more detail below. Presence of an Entry on the Website is not a confirmation, representation, or warranty by the Sponsor or any of its representatives that the Entry is compliant with these Official Rules. Sponsor’s decisions with respect to whether an Entry complies with these Official Rules are final.
and binding and may be made by Sponsor at any time. Entries that do not meet the requirements set forth in these Official Rules may not be acknowledged and may be automatically disqualified, in the sole discretion of the Sponsor. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or Website or by any technical or human error which may occur in the processing of the Entries.

Your Entry must comply with all requirements set forth herein, including the entry requirements provided in Rule #3.1, to be considered an eligible Sweepstakes Entry.

By submitting an Entry, entrants agree to indemnify and hold Promotion Entities (as defined in Rule #1) harmless from and against any and all claims, demands, actions, causes of action, damages, costs, or expenses brought against or suffered or incurred by the Promotion Entities, or any of them, arising out of or in connection with the participation by the entrants in this Sweepstakes, any breach by the entrants of the warranties or agreements contained herein, or the use, in whole or in part, by any Promotion Entity of any Entry (or portion thereof) submitted by the entrants in this Sweepstakes. By participating, entrants agree to these Official Rules, which are final and binding in all respects.

Note: If you do not have Internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet; in addition, a number of Internet service providers and other companies offer free email accounts.

3.1. SWEEPSTAKES ENTRY REQUIREMENTS:

By submitting an Entry into the Sweepstakes, you warrant and represent that the Entry conforms to the Official Rules, the requirements set forth on the Website, and the Entry Requirements set forth herein. Entries must be in English. The following guidelines set by the Sponsor should be followed for each Entry:

(i) You must own all rights in the Entry and have the right to grant Sponsor a license to use the Entry (including any material embodied in the Entry);
(ii) The Entry cannot be sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity, any materially dangerous activity, or any inappropriate content;
(iii) The Entry cannot promote alcohol, illegal drugs, depict gambling references or tobacco use, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
(iv) The Entry cannot be obscene or offensive, defamatory, libelous, threatening, harassing, or endorse any form of hate or hate group;
(v) The Entry cannot defame, misrepresent, or contain disparaging remarks about Sponsor, Promotion Entities, or their products or other people, products, or companies;
(vi) The Entry cannot infringe on any trademarks, logos, copyrighted works, trade dress (such as distinctive packaging or building exteriors/interiors), or any intellectual property owned by others (including but not limited to music, photographs, sculptures, paintings, and other works of art or images, published on or in websites, television, movies, or other media); Sponsor does not permit the infringement of others’ rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Sweepstakes. Do not copy your favorite movie, book, or photo or include materials, images, graphics, music, or trademarks belonging to any third parties or incorporate the names, voices, likenesses, or personas of any party other than yourself unless you have obtained all
rights necessary to permit you to use the same in connection with your Entry and grant the rights herein granted to Sponsor; The Entry cannot (in the sole discretion of Sponsor) advertise or promote any brand or product of any kind other than the Sponsor’s, including, but not limited to, any of Sponsor’s competitors, any of Promotion Entities’ competitors, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses, or street addresses without permission;

(vii) The Entry cannot contain materials infringing on any individual’s right of publicity, unless you have express permission from that person to use his/her likeness and performance in connection with the Sweepstakes;

(viii) The Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and

(ix) The Entry cannot violate any law or otherwise be inappropriate; all as determined by Sponsor in its sole discretion.

If you think that any Entry infringes your intellectual property rights, contact us here if you wish to report it: Copyright Agent c/o Lexus Customer Satisfaction Department, L201, Toyota Motor Sales, U.S.A., Inc., 19001 S. Western Ave., Torrance, CA 90501 or by email at http://www.lexus.com/contact/.

ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Sweepstakes Entry requirements set forth herein in its sole discretion. Sponsor reserves the right, in its sole discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry which fails to comply with the Sweepstakes Entry requirements. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose the Entry and the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. Sponsor reserves the right to, and may or may not, monitor/screen Entries. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By submitting an Entry, you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; and (e) and that posting of the Entry via various media, including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless Sponsor, Twitter, Inc., and Promotion Entities from any claims to the contrary.

By accepting a prize, each winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title, and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change, or modify any winning Entry, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish
the ownership of record of the right, title, and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment. Further, Sponsor may request from winner, that the winner secure from any model(s) or videographer an irrevocable assignment and transfer to Sponsor all of any model(s) or videographer’s right, title, and interest in and to the Entry, including but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The model(s) or videographer may be required to waive in favor of Sponsor all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that the model(s) or videographer may now or later have in the Entry. Should Sponsor fail to request the said model(s) assignment or videographer assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment(s).

ALL ENTRANTS ARE SUBJECT TO VERIFICATION BY PROMOTION ENTITIES AT ANY TIME DURING THE PROMOTION PERIOD (IN THE SOLE DISCRETION OF SPONSOR), AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT MAY BE CONFIRMED AS A WINNER OF ANY PRIZE.

4. WINNER SELECTION: On or about the drawing date listed in the Post, the first five fans to submit an eligible entry by commenting on the Post will win the Prize(s) identified in the Post. Odds of winning depend on the time the correct answer to the question(s) is received and the total number of individuals participating.

5. PRIZES: The number of prizes, prize details, and the Approximate Retail Value (“ARV”) of each prize for this Sweepstakes is detailed and determined in accordance with the prize information provided in the Post. There is a limit on the number of prizes per person/household as listed in the Post. Unclaimed prizes will not be awarded. If a prize cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Additional prize restrictions, conditions, limitations, and details are provided in the Post.

Prizes are not transferable or redeemable for cash and must be accepted as awarded, with no substitutions of any kind, except by the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are each winner’s responsibility, regardless of whether prize is used in whole or in part. All prize details are at the Sponsor’s sole discretion. Winner acknowledges that Promotion Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers’ terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

6. HOW TO CLAIM YOUR PRIZE: Winner(s) will be contacted by direct message on or around the date provided in the Post. The contact notification will include instructions on how to claim the prize. Any prize won by an entrant who is eligible but still considered a minor in his/her state of residence will be awarded to a parent or legal guardian of such minor who must sign and return all required documentation outlined herein and otherwise comply with all requirements imposed on winner(s) set forth herein. If winner is found to be ineligible, or not in compliance with these Official Rules and/or the Post, declines to accept a prize, if Sponsor is unable to contact the winner
within five (5) business days of attempting contact, or in the event that a prize notification or prize is returned undeliverable, the prize may be forfeited. Potential prize winner (or parent/legal guardian where applicable) may be required to furnish proof of identification and sign, complete, and return an Affidavit of Eligibility/Liability Release and, where lawful, a Publicity Release, within seven (7) days of attempted notification or prize may be forfeited. In the event that a potential prize winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected in a random drawing from the remaining eligible Entries, if time allows.

If applicable, all prizes will be shipped 4 to 6 weeks after verification, which will allow Sponsor to verify every winner’s compliance with these Official Rules. Promotion Entities shall not be held responsible for any change of email address or other contact information of entrants, or for any delays in awarding prizes for any reason outside of their control. Prizes will only be delivered to verified winners and to addresses within the 50 U.S./D.C.

By accepting a prize, each winner consents to the use of his/her name, address (city and state of residence), voice, and statements relating to the Sweepstakes or Sponsor, and Entries or other likenesses, without further compensation, notification, or permission in any publicity or advertising carried out by Sponsor, any related entities, or anyone authorized by Sponsor in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

7. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the JAMS Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN
ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

8. OWNERSHIP/USE OF ENTRY: BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON ANY OF SPONSOR’S WEBSITE(S), IN SPONSOR’S DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform, adapt, edit, and/or modify the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

9. By entering, entrants (i) acknowledge compliance with these Official Rules and the Post, including all eligibility requirements and, (ii) agree to be bound by all decisions of the Sponsor, made in their sole discretion, which shall be final and binding in all matters relating to this Sweepstakes. All issues of interpretation to be decided by Sponsor. Decisions of Sponsor are final and binding in all matters. Entrants who have not complied with these Official Rules and the Post are subject to disqualification and all associated Entries will be void.

10. Sponsor is not responsible for late, lost, damaged, stolen, misdirected, mutilated, garbled, illegible, or incomplete submissions of Entries. Proof of transmission (screenshots or captures of Entry, etc.) and/or submission does not constitute proof of delivery. Sponsor’s clock is the official timekeeping device for this Sweepstakes.

11. Sponsor reserves the right to disqualify any entrant’s Entry in the Sweepstakes or entitlement to a prize, if, in the sole discretion of the Sponsor, it determines or suspects that the entrant has attempted to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other fraudulent, deceptive, or unfair playing practices (including any Entries generated by script, macro, robotic, programmed, or any other automated means or any other means which subvert the entry process).

12. If a dispute arises regarding who submitted an Entry, the Entry will be deemed to be submitted by the authorized account holder of the Twitter account/email address provided at time of entry and he/she must comply with these Official Rules and the Post. “Authorized account holder” is defined
as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each potential winner may be required to provide identification sufficient to show that he/she is the owner of the Twitter account associated with the winning Entry, in Sponsor’s sole discretion.

13. As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree to release Sponsor, Promotion Entities, Twitter, Inc., and each of their officers, directors, employees, and agents, from any and all liability, loss, or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of any prize or any travel related thereto.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

14. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Sweepstakes Official Rules, or the rights and obligations of 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 regard to any other conflicts of law principles. All entrants consent to the jurisdiction and venue of the courts located in Orange County, California.

Sweepstakes Operation:

15. Sponsor reserves the right in its sole discretion to cancel, modify, or suspend this Sweepstakes at any time, if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity, or proper play of the Sweepstakes. In the event of cancellation, Sponsor reserves the right to select the winners from among all eligible, non-suspect Entries received up to time of such cancellation. In no event will the Sponsor be liable for more than the stated number of prizes.

16. Promotion Entities do not warrant that access to the Sweepstakes will be uninterrupted. Promotion Entities are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, Web sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Sweepstakes; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions or hardware or software malfunctions, failures, or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, or other errors in connection with the administration of the Sweepstakes, the processing of Entries, the offering or announcement of any prize or in any Post or prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in
connection with the Sweepstakes; or (f) damage to a user's computer system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes.

**DISCLOSURES:**

17. Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of this Sweepstakes, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual to the fullest extent permitted by law, including criminal prosecution. Any entrant engaging in any of the foregoing activities may be disqualified (and all associated Entries will be void) and will forfeit any prize won.

18. In the event of any conflict with any Sweepstakes details contained in these Official Rules/the Post, and Sweepstakes details contained in any other Sweepstakes materials (including but not limited to other social media content, point of sale, television, and print advertising, promotional packaging, and other promotion media) (“Sweepstakes Materials”), the details of the Sweepstakes as set forth in these Official Rules/the Post shall prevail. The Official Rules/the Post govern over all other communications. In the event of any conflict between these Official Rules and the Post, the Post shall prevail. Images of prize(s) as shown in Sweepstakes Materials are for illustrative purposes only. Actual prize may vary from the prize pictured. The ARVs of prizes as stated by Sponsor in the Sweepstakes Materials, the Post, and/or in these Official Rules are subject to price fluctuations in the consumer marketplace. If, at the time a prize is redeemed or awarded, the actual prevailing retail purchase price for the prize is less than the ARV stated by the Sponsor in the Sweepstakes Materials, the Post and/or in these Official Rules, the winner(s) will not be entitled to a check or cash for the price difference.

19. The invalidity or unenforceability of any provision of these Official Rules or the Post shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules and the Post shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

20. **SPONSOR**: Lexus, a division of Toyota Motor Sales, U.S.A., Inc., 19001 S. Western Ave., Torrance, CA 90501.

21. For a copy of the winners list, send a self-addressed, stamped envelope to: Lexus, a division of Toyota Motor Sales, U.S.A., Inc., 19001, Re: Lexus Post-In Promotion. Requests must be received within thirty (30) days of the drawing date.

22. To review our privacy policy, please visit [http://www.lexus.com/privacy/](http://www.lexus.com/privacy/) to see how Sponsor uses personal information obtained in connection with this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Twitter. The information you provide will only be used as provided in Sponsor's privacy policy. If you are selected as a winner, your information may also be included in a publicly available winner’s list. Any questions, comments, or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Twitter.