

**NATIONSWELL’S “BE A VEHICLE OF CHANGE”
PRESENTED BY TOYOTA
OFFICIAL RULES
THERE IS NO PURCHASE NECESSARY TO ENTER OR TO WIN.**

**CONTEST OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING HAWAII)
WHO ARE AT LEAST 18 YEARS OF AGE (OR AGE OF MAJORITY IN THEIR STATE OF RESIDENCE),
AND AFFILIATED WITH A U.S.-BASED ORGANIZATION COMMITTED TO IMPLEMENTING ENVIRONMENTAL
SUSTAINABILITY INITIATIVES. VOID IN HAWAII
AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **PROGRAM DESCRIPTION:** Nationswell’s “Be A Vehicle of Change” Contest (the "Contest"), is a nomination-based program presented by Toyota Motor Sales, U.S.A., Inc. (“Sponsor”) to increase awareness of the importance of a sustainable environment. As evidence of the commitment to realizing sustainable development, the Sponsor will award a total of \$50,000 in grant funding which will be distributed among three (3) eligible Organizations that are committed to implementing environmental sustainability initiatives. Eligible individuals (“**Nominees**”) and their Organizations may be nominated by completing a Nomination Form at www.NationSwell.com/VehicleofChange (“**Contest Site**”). The person who submits a Nomination Form will be referred to herein as the “Nominator.” Nominees may nominate themselves. The Nominee’s affiliated Organization named on the Nomination Form will be referred to herein as the “Eligible Organization.” All nominations are subject to the conditions and limitations on eligibility set forth in these Official Rules.
2. **PROGRAM TIMING:** Open submission to the Contest begins August 17, 2017 at 9:00:00 AM ET (start of day), and ends September 28, 2017 at 11:59:59 PM ET (“Entry Period”). The Contest Site Host/Administrator is the official timekeeping device for this Contest. There are a series of Contest related events which will start and end on or about the dates noted in the events calendar below:

EVENTS	Event START Date/Time	Event END Date/Time
OPEN SUBMISSION FOR NOMINATIONS (CONTEST ENTRIES) (“Entry Period”)	8/17/17 9:00:00 AM ET	9/28/17 11:59:59 PM ET
WINNER DETERMINATION		
JUDGES’ SELECTION OF SEMI-FINALISTS (“Judging/Selection Period”)	Through 10/5	
SEMI-FINALIST INTERVIEWS	On or about 10/6	
POTENTIAL WINNERS AND FINALISTS NOTIFIED	On or about 10/23	
WINNERS ANNOUNCED	On or about 10/27	

3. **ELIGIBILITY:** **Nominators** must be at least 18 years of age and a resident of the United States. **Nominees** must be a legal resident of the United States (excluding Hawaii), 18 years of age or older (or age of majority in their state of residence) and must be affiliated with the **Eligible Organization** named on the Entry. To be deemed an Eligible Organization, an Organization must:
 - be incorporated in the U.S. or owned by natural persons who are legal residents of the 50 U.S. or D.C. and who are at least eighteen (18) years old (or age of majority as required by the laws in your state of residence);
 - be domiciled within the 50 U.S. or D.C.;

- have a valid Employer Identification number or tax identification number;
- be committed to implementing environmental sustainability initiatives and agree that if a prize/grant is awarded, it will be used to further their work creating positive environmental impact
- produce evidence of the foregoing upon request.

Determination of an Organization's eligibility is at the Administrator's and Sponsor's sole discretion. Employees of Host/Administrator, Sponsor, their affiliates, parents, subsidiaries, advertising, promotion and internet agencies (collectively "Released Parties") and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. All federal, state and local laws and regulations apply. For purposes of this Contest, the term "family member" is defined as spouse, partner, parent, legal guardian, in-law, grandparent, child, or grandchild. Void in Hawaii and where prohibited or restricted by law. Also ineligible to participate are any parties who are under any obligation, contractual or otherwise, that would prohibit the Eligible Organization affiliated with the Nominee named on the Nomination form from accepting a Prize/Award.

4. **AGREEMENT TO THESE OFFICIAL RULES:** Participation in this Contest by an entrant, Nominator or Nominee constitutes their full and unconditional agreement to these Official Rules and Sponsor's and Judges'/Administrator's decisions which are final and binding in all matters related to this Contest. Selection of Winners and Finalists is subject to verification of eligibility as noted herein and receipt of a Prize/Award is contingent upon fulfilling all applicable requirements set forth herein.
5. **HERE'S HOW TO ENTER:** In order to be considered for the "Be A Vehicle of Change" Contest, Nominees must either nominate themselves or be nominated by another person. During the Entry Period, visit www.NationSwell.com/VehicleofChange and follow the instructions to complete the online Nomination Form. You will be required to provide the complete name, location and email of the Nominee, along with the Nominee's affiliated Organization. You will then be asked to answer a series of questions regarding the Nominee's work ("Contest Entry"). Upon receipt, review and clearance of a Contest Entry, a message confirmation will be displayed on the landing page, advising that the Nominee and Eligible Organization have been nominated. All Contest Entries must meet the Conditions of Entry set forth herein. The Sponsor/Administrator in their sole discretion, reserves the right to request additional information to substantiate and/or authenticate Contest Entry.

Conditions of Entry:

- Nominator must have obtained appropriate consent from the Nominee for use of the Nominee's name and appropriate consent from the Eligible Organization with respect to any information included in the Contest Entry that may be proprietary to such Organization prior to submitting the Contest Entry and if requested by the Sponsor or Administrator, be able to provide appropriate permission and releases from said Nominee and/or Organization.
- Contest Entry must be in English.
- There is no limit on the number of Contest Entries a Nominator can submit during the Entry Period. However, there is a limit of one (1) Contest Entry per Nominee name/email address. If more than one (1) Contest Entry is received for the same Nominee name and email address, only the first submitted Contest Entry for that Nominee name and email address will be accepted and subsequent entries received for the same Nominee name and email address will be disqualified. There are no limits to the number of Contest Entries received for a particular Eligible Organization.
- Content submitted cannot contain any material that may, in the sole judgment of Sponsor or Administrator, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others.

- Content submitted cannot communicate messages inconsistent with the messages, policies, and/or goodwill with which the Sponsor wishes to associate, as determined in the sole discretion of the Sponsor.
- Content submitted cannot contain material or any element that is unlawful, or otherwise violate any applicable federal, state, and/or local laws, rules, and regulations.
- Contest Entry must be suitable for presentation in a public forum.
- Contest Entry must not contain confidential or proprietary information.
- By entering, Nominators acknowledge compliance with these Official Rules including all eligibility requirements.

Sponsor or Administrator reserves the right to disqualify any Contest Entry for any reason, in its sole and absolute discretion, including the determination in its sole discretion that a Contest Entry submission fails to satisfy any of the above Entry Conditions, or is inconsistent with the goals, image, or policies of the Sponsor. Any entries not submitted in accordance with the instructions provided on the Contest Site (which shall be incorporated herein by reference) and the terms and conditions herewith, shall not be considered for the Contest, and none of the Released Parties shall bear any responsibility for any such invalid/incomplete entries.

6. **WINNER DETERMINATION:** Contest Entries/Nominees will be evaluated as follows:

Phase 1 Judging: Judging of all eligible Contest Entries received will be conducted by a panel of qualified judges (including representatives from the Sponsor, Administrator and its marketing and PR agencies) to determine up to 30 Semi-Finalists who will advance to Phase 2 of the judging/evaluation process.

Phase 2 Semi-Finalist Judging: Semi-Finalist Nominees will be required to complete a phone interview to discuss their Contest Entries and will be asked to provide additional information relating to both the Nominee and his/her Organization. The judging panel will then re-evaluate each Semi-Finalist based on the additional information garnered through the telephone interview process to determine the three (3) Winners and up to (7) Finalists.

For All Judging: Submissions will be evaluated based on the following judging criteria (“Judging Criteria”):

- **Positive Impact of Nominee’s Work on the Environment** – Is the Nominee and his/her Organization working on solutions to the most pressing environmental issues of our time?
- **Innovative and Entrepreneurial Approach** - Does the Nominee and his/her Organization have an innovative and entrepreneurial approach that addresses a challenge and its vision in a unique way?
- **Scalability** – Can the Nominee’s work be replicated and applied to other locations? How much potential exists to accommodate growth?
- **Domestically Focused** – Does the Nominee and his/her Organization operate out of and primarily serve the U.S. population?

In the event of a tie at any point during the judging process, a judge determined by Sponsor in its sole discretion will evaluate the tied Entries based on the Judging Criteria to break the tie. Sponsor reserves the right to select fewer than the stated number of Winners and/or Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified submissions. The Judges' decisions are final and binding on all matters relating to the Contest.

7. **NOTIFICATION PROCESS:** The potential winners will be identified as the Nominee and Eligible Organization named on the Contest Entry (“Potential Winners”). The Potential Winners will be notified by e-mail/phone and/or overnight courier on or about October 23, 2017 and will be required to sign and return the following documents to

Administrator within 48 hours following issuance of notification: (1) a Nominee Affidavit of Eligibility and Liability Release and, where legal, Publicity Release; (2) an Organization Grant Agreement and Affidavit of Eligibility and Release; and (3) a W-9 Miscellaneous Tax Form. Finalists will be required to sign and return an Affidavit of Eligibility and Liability Release and, where legal, Publicity Release. Non-compliance within this time period or return of any prize/prize notification as undeliverable may result in disqualification. If, in the Administrator's and/or Sponsor's sole discretion, it is determined that any entry has not complied with these Official Rules, Administrator is unable to contact a Potential Winner/Finalist within a reasonable time period, Potential Winner has failed to properly execute and return any required documents within the specified time period, or has made false statements, then such entry will be disqualified. If any Nominee is disqualified for any reason, at Administrator's discretion, an alternate may be determined. Should a Potential Winner decide to decline the prize for any reason whatsoever, Sponsor shall have no further obligation to that Potential Winner, and an alternate may be selected. Administrator/Sponsor reserves the right to disqualify any Potential Winner or Finalist at any time, in their sole discretion, in the event circumstances arise that would constitute a breach of these Official Rules or otherwise. Administrator/Sponsor and/or its representatives may at their sole discretion request additional documentation from the Eligible Organization to further validate eligibility prior to prize award. All Potential Winners are subject to a legal due diligence review of each Eligible Organization. If the Organization does not pass the legal due diligence review as determined by Administrator, an alternate Potential Winner may be selected. Monetary Prizes/Awards will be awarded to each winning Nominee's affiliated Eligible Organization, for the benefit of the Organization and subject to the terms of the Grant Agreement. All taxes in connection with receipt of a Prize/Award will be the responsibility of the Eligible Organization. Nominators will not receive a Prize/Award in this Contest.

8. **PRIZES/AWARDS:** Three prizes are available to be won, as follows:
- One (1) First Prize** – a \$25,000 Grant from the Sponsor awarded in the form of a check in the amount of \$25,000 made payable to the Eligible Organization named on the winning entry.
 - One (1) Second Prize** – a \$15,000 Grant from the Sponsor awarded in the form of a check in the amount of \$15,000 made payable to the Eligible Organization named on the winning entry.
 - One (1) Third Prize** – a \$10,000 Grant from the Sponsor awarded in the form of a check in the amount of \$10,000 made payable to the Eligible Organization named on the winning entry.

Prizes will be awarded to each winning Nominee's Organization for the use in furthering the Nominee's work as described in the Contest Entry. As a condition of prize award, Nominees must also partake in the filming of a mini-documentary that will feature the winning Nominee and his/her work. Winning Nominees may also be required to partake in a follow-up interview to discuss how the grant has affected their respective work.

Up to Seven (7) Finalist Awards – each Finalist Nominee will be featured in a NationSwell.com article that highlights his/her work. There is no monetary value associated with a Finalist Award.

Limit one Prize/Award per Nominee. No transfer or substitution of Prize/Award by Winner permitted. Sponsor reserves the right to substitute a Prize/Award in whole or in part, of equal or greater value, if such Prize/Award cannot be awarded.

9. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. By participating in this Contest, Nominators, Nominees and Eligible Organizations agree to be bound by the terms of these Official Rules. Released Parties assume no responsibility for lost, late, illegible, garbled or misdirected entry materials, or for any computer, online, telephone, human, or other error or for any technical or other malfunctions that may occur. No mechanically reproduced, illegible, incoherent, unusable, or incomplete entries will be accepted. Proof of submission does not constitute proof of receipt. All taxes, fees, and surcharges on the Prize/Award, if any, and all other expenses not specified herein are the sole responsibility of the Eligible Organization named on the winning Contest Entry. The

Eligible Organization named on the winning Contest Entry may be issued an IRS Tax Form 1099 stating the value of the Prize/Award for tax filing purposes (if applicable). All Prizes/Awards will be awarded provided a sufficient number of qualified eligible entries are received.

Released Parties are not responsible for typographical errors or any other errors in entries submitted. Released Parties are not responsible or liable for any of the following: (a) Electronic transmissions, entries or submissions that are late, incomplete, inaudible, illegible, damaged, garbled, destroyed, misdirected or not received by Sponsor or its agents for any reason; (b) Any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures and/or human error that may occur in the transmission, receipt or processing of entries or related materials; or for destruction of or unauthorized access to, or alteration of, entries or related material; (c) Failed or unavailable hardware, network, software or telephone transmissions, damage to any person's computer and/or its contents related to or resulting from participation in this Contest, or (d) Causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (e) Any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified); (f) Any printing errors in these Official Rules, the website, or in any advertisements, materials, or correspondence in connection with this Contest; (g) Entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should virus, bugs, fraud, hacking, or if technical difficulties compromise the integrity of the Contest, or if other causes beyond the control of the Sponsor corrupt the administration of security of the Contest. In such cases, notice to this effect will be posted on the Contest Website and the eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor will be judged to determine Winners. In the event of a dispute as to the identity of a Nominee, the entry will be deemed to have been made by the registered account holder of the e-mail address provided on the Contest Entry form. A registered account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry in question may be disqualified in Sponsor's sole discretion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering, all participants, including but not limited to each Nominator, Nominee, and Organization, release, discharge and hold harmless Released Parties from any and all liability or any injuries, loss or damage of any kind (including damages caused or claimed to be caused) arising from or in connection with this Contest, the use of any Contest Entry, or the acceptance or use of any Prize/Award. The Nominee and Eligible Organization will retain ownership of all intellectual and industry property rights in all materials submitted to the Contest. Such rights, title and interest shall include, but are not limited to, all intellectual property, sales and licensing rights. Contest Entries become the sole property of the Sponsor and will not be returned or acknowledged.

10. **PUBLICITY:** Submission of a Contest Entry grants Sponsor and its agencies the irrevocable right to use, publish, adapt, assign, edit, dispose of, and/or modify such Contest Entry and the concepts embodied therein in any way, in commerce and in any and all media worldwide, without limitation or compensation to the Nominator, Nominee or Eligible Organization who may be required to sign a release to that effect to reconfirm such permission. Acceptance of a prize constitutes permission for the Sponsor and its designees to use the Nominee's name, voice, actual or simulated likeness, Contest Entry and biographical information of the Nominee along with the name of his/her affiliated Eligible Organization named on their Entry (including, without limitation, for advertising and promotional

purposes) in perpetuity, throughout the universe, in all media whether now known or hereafter devised, without additional compensation unless prohibited by law. By accepting a Prize/Award, Eligible Organization named on winning Contest Entry agrees to assume all risks associated with acceptance of any prize and agrees that the prize is awarded upon the condition that the Released Parties will have no liability whatsoever for any injuries, losses, death, damage to or loss of property, or other damages of any kind caused by the prize or resulting from acceptance, possession, or use/misuse of the Prize/Award or from participation in the Contest.

11. **PRIVACY:** Information collected from participants is subject to Sponsor's Privacy Policy at <https://www.toyota.com/support/privacy-rights>. The Personal Information Nominator/Nominee provides will only be used for verification of Nominee's eligibility to participate in the Contest and for the purpose of contacting Potential Winners and Finalists. The Sponsor and the Administrator/Judges will not share this information with third parties (other than the Sponsor's or Administrator's/Judges' agents, if applicable).
12. **DISPUTES:** Each entrant to the Contest agrees that (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Contest (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 Plano, Texas 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 the entrant's participation in this Contest or otherwise accessing this Contest, but in no event attorneys' fees; and (c) under no circumstances will an entrant 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 an entrant to the Contest seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of this Contest, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Contest or any content or other material used or displayed on this Contest.

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 Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

13. **WINNERS LIST:** The Winners will be announced on or about October 27, 2017 at www.NationSwell.com/VehicleofChange.
14. **SPONSOR:** The Sponsor of this Contest is Toyota Motor Sales U.S.A., Inc., Inc., 5360 Legacy Drive, Plano, TX 75024.
HOST/ADMINISTRATOR: NationSwell, 394 Broadway, Floor 5, New York, NY 10013.