



2021 Toyota Shootoff Contest (the “Contest”) Official Rules and Procedures

Eligibility:

1. The Contest is organized and operated by Spokane Hoopfest Association (SHA) (“Sponsor or “Hoopfest”), located at 421 W Riverside Ave. Suite 115, Spokane, WA 99201.
2. Contest for the Grand Prize (as defined below) is open to legal U.S. residents, at least eighteen (18) years of age at the time of entry, who reside within the U.S. excluding CO, CT and MD and have a valid U.S. driver’s license.
3. Contest for the Youth Prize (as defined below) is open to legal U.S. residents, who reside within the U.S. excluding CO, CT and MD who are under eighteen (18) years of age. An eligible contestant for the Youth Prize must have permission from and be accompanied by a parent or legal guardian at all times while participating in the Contest.
4. Contest is void outside the area stated and where otherwise prohibited by law.
5. Directors, employees and the immediate family (spouse, parent, sibling, children, grandparent or grandchildren and their respective spouses, regardless of where they reside) and/or household members, whether or not related, of individuals employed by Toyota Motor Sales U.S.A., the Inland Toyota Dealers Association and their dealers (collectively, “Toyota”), Hoopfest, Hoopfest board members, E2 Media, and all identified, direct promotional partners associated with this contest, are ineligible to win this Contest. If any contestant is a current high school, college or professional player of any kind, such contestant represents and warrants they have received confirmation that their participation in this Contest does not violate any state, league, and/or school laws, rules, and regulations.

Prize:

1. The Grand Prize winner will receive one (1) 2021 Hoopfest Customized RAV4 (the “Grand Prize”) (Approximate Retail Value (“ARV”): \$32,579. Grand Prize winner is responsible for all taxes, title, and registration pertaining to acceptance and use of the Grand Prize, which must be satisfied prior to its receipt. Grand Prize winner will be entitled to actual possession of the 2021 Toyota RAV4 sometime during the week following the Contest following verification of a valid U.S. driver’s license and proof of insurance and compliance with these Official Rules. The depiction of the Grand Prize in any advertising or promotional materials or physical display may not reflect the actual vehicle delivered to the Grand Prize winner. All Grand Prize details, including accessories and features, are at Sponsor’s sole discretion.
2. The Youth Prize winner will receive a 5-Minute Nike Factory Store Shopping Spree. (“Youth Prize”) (ARV: \$1,000). The Youth Prize winner will have access to any items for sale inside the

Downtown Spokane Nike Factory Store over a 5-minute period up to \$1,000 in total value including tax.

3. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Sponsor will facilitate provision of Prizes to Winners. Winners are responsible for all federal, state and local taxes and fees and other costs and expenses associated with Prize receipt and/or use not specified herein as being provided. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. All prize details are at Sponsor’s and/or the Toyota Motor Sales U.S.A.’s (or their affiliates) sole discretion. Toyota shall not be responsible for delays in delivery of the Prize and delivery is subject to availability.

Winner Notification and Requirements:

1. Potential winners (and for the Youth Prize, their parent or legal guardian) shall be required to (a) execute and notarize an affidavit of eligibility and liability/publicity release and return such affidavit/release to Sponsor within **14 days** and (b) the winner (and parent or legal guardian in the Youth Prize) shall be required, if applicable, to accept and execute documentation as may be required by Toyota in connection with the Grand Prize within the same time period.
2. If a potential winner does not return all required documentation within the time period stated, or such potential winner is not in compliance with these rules, prize will be forfeited and may not be awarded.

How to Enter:

1. A \$10 fee (the “Fee”) will be charged to all Contestants in the Preliminary Qualifying Round. Contestants must pay the Fee and sign an applicable waiver at a qualifying location (“Qualifying Location”) in order to participate in the Contest. A person may only qualify one time for this contest. Qualifying locations include:
 - a. Friday, 10/22 – The Warehouse Athletic Facility, 3:00-6:00pm
 - b. Saturday, 10/23 – Corbin Park, 12:00-2:00pm and Riverfront Park, 3:00-5:00pm
 - c. Sunday, 10/24 – Chief Garry Park, 12:00-2:00pm and Franklin Park, 3:00-5:00pm
 - d. Tuesday, 10/26 – The Warehouse Athletic Facility, 6:00-9:00pm
 - e. Wednesday, 10/27 – Thornton Murphy Park, 4:00-6:00pm
 - f. Thursday, 10/28 – The Warehouse Athletic Facility, 8:00-10:00pm
 - g. Friday, 10/29 – Browns Park, 4:00-6:00pm
 - h. Saturday, 10/30 – Andrew Rypien Park, 12:00-2:00pm and Peaceful Valley Park, 3:00-5:00pm
 - i. Sunday, 10/31 – Riverfront Park, 12:00-3:00pm and The Warehouse Athletic Facility, 6:00-9:00pm
 - j. Tuesday, 11/2 – Grant Park, 1:00-3:00pm
 - k. Wednesday, 11/3 – Audubon Park, 1:00-3:00pm
 - l. Thursday, 11/4 – Liberty Park, 1:00-3:00pm
 - m. Friday, 11/5 – Riverfront Park, 3:00-6:00pm
2. Contestants (and, if an eligible minor, their parent or legal guardian) must sign any appropriate qualification certificate and waiver as required by Hoopfest.
3. Contestants (and, if eligible minors, their parents or legal guardians) agree they will participate in all COVID-19 protocols established by the Sponsor, which include, but is not limited to, social distancing measures, wearing of masks, submitting a COVID-19 waiver, proof of vaccination, and/or consenting to COVID-19 screening. The Sponsor will have no liability and will not be required to award a prize if a Contestant (or, if an eligible minor, their parent or legal guardian) tests positive for COVID-19, is unwilling or unable to participate in the screening or other protocols.
4. Contestants (and, if eligible minors, their parents or legal guardians) fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation,

adaptation or variation thereof, “COVID-19”) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the “Protocols”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

Definitions:

1. “Elevated Shot”: A basketball shot taken from an identified location inside the U.S. Pavilion in Spokane’s Riverfront Park from the “Elevated Experience” 40 feet above the U.S. Pavilion floor above the specified basketball structure.
2. “3-point Shot”: A basketball shot taken from an identified location placed approximately 19 feet, 9 inches from the center of the rim of the specified basketball structure. Contestant must not step over identified line; to be determined by line judge.

Procedures:

1. During the period between Friday, October 22 – Saturday, November 6, 2021, at various dates and times as designated by Sponsor, each eligible contestant (a “Contestant”) will have the opportunity to participate in the Preliminary Qualifying Round Challenge at a Qualifying Location, during which, one at a time, each Contestant will have five (5) opportunities to make 3-point Shots taken from specific locations around the 3-point arc. Contestants competing for the Grand Prize must make three (3) of five (5) shots to advance to the Semifinal Round. Contestants competing for the Youth Prize must make two (2) of five (5) shots to advance to the Semifinal Round. Each Contestant to successfully do so, will be referred to as a “Qualifying Semifinalist.”
2. On Sunday, November 7, 2021 from approximately 12:00 p.m. to 4:00 p.m., each Qualifying Semifinalist will have the opportunity to participate in the Semifinal Round for the applicable prize, during which each Qualifying Semifinalist will have five (5) opportunities to make an Elevated Shot. Qualifying Semifinalists who successfully make one (1) of these five (5) Elevated Shots will hereinafter be referred to as “Qualifying Finalists” and will advance to the Final Round to compete for the applicable prize. During the Semifinal Rounds, the order in which Qualifying Semifinalists will shoot will be randomly determined. Qualifying Semifinalists who do not make any of the five Elevated Shots will not advance in the Contest. If, for either prize, no Qualifying Semifinalist or only one Qualifying Semifinalist makes an Elevated Shot, the Semifinal Round for that prize will be repeated with the same format, but instead of five (5) opportunities per Contest, each Qualifying Semifinalist will have three (3) opportunities until at least two (2) Qualifying Semifinalists makes an Elevated Shot.
3. On Sunday, November 7, 2021, following the Semifinal Round, each Qualifying Finalist will have an opportunity to participate in the Final Round for the applicable prize, during which each Qualifying Finalist will have five (5) opportunities to make an Elevated Shot. Qualifying Finalists will participate in in the same order as in the Semifinal Round. If, for either prize, only one (1) Qualifying Finalist makes an Elevated Shot, that Qualifying Finalist will be deemed the potential winner of the applicable prize. If, for either prize, two (2) or more Qualifying Finalists make an Elevated Shot, those Qualifying Finalists will advance to an additional Final Round. All other Qualifying Finalists will be eliminated. If, for either prize, no Qualifying Finalist initially makes an Elevated Shot, the Qualifying Finalists for that prize will each have another five (5) opportunities to make an Elevated Shot, subject to the same procedures as described above. In the event that, after the foregoing, no Qualifying Finalist has successfully made an

Elevated Shot, then each Qualifying Finalist will be eliminated on a “make it or out” basis until only one individual makes the shot in any given round and remains. The Qualifying Finalist who successfully makes an Elevated Shot after all other remaining Qualifying Finalists have missed their Elevated Shots, will be deemed the potential winner of the applicable prize.

4. No practice or warm-up shots will be permitted in any Round. If a Contestant steps or goes outside of the designated area before releasing the basketball, the attempt will be disqualified and counted as a miss. Decisions by Sponsor with respect to whether a Contestant successfully makes a shot are final and binding.

General Conditions:

1. Contestants will be filmed, photographed, and otherwise recorded by Sponsor at all times (“Contest Footage”). Contestants (and, if minors, their parents or legal guardians) understand that Sponsor, its designees, successors, assigns and licensees, shall have the right to edit, modify, reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Contest Footage and all elements embodied therein, along with their name, biographical information, likeness, performance, voice, image statements, in whole or in part, alone or together with other materials, in any manner or media now known or hereafter devised (including, without limitation, posting the Contest Footage on Sponsor’s, Toyota’s, and their promotional partners websites (including, but not limited to, its social accounts), throughout the world in perpetuity for advertising, promotional and other purposes, without further compensation, notification or permission. Sponsor has no obligation to make use of the rights granted herein.
2. By entering the Contest, each Contestant (and, if an eligible minor, their parent or legal guardian) agrees to release Hoopfest, Toyota Motor Sales U.S.A., the Inland Toyota Dealers Association, E2 Media, and all identified, direct promotional partners associated with this contest, and their parents, affiliates, subsidiaries, officers, directors, shareholders, agents, dealer associations, dealers, employees and all others associated with the development and execution of this Contest (collectively, the “Released Parties”), from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Contest (including any injury or damage related thereto) or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Contest (including injury or death related to use of the vehicle), including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
3. All determinations and interpretations of these Official Rules and Procedures pertaining to this Contest shall be made at the sole discretion of Hoopfest, or its assign, and shall be final and conclusive. Furthermore, these Official Rules and Procedures are subject to change due to circumstances outside the control of Hoopfest, including without limitation, state registration requirements and adverse weather conditions or scheduling delays. Released Parties are not responsible for errors or difficulties which may occur in connection with the administration of the Contest, the announcement of the prizes, or in any Contest-related materials, or the cancellation or postponement of any round of the Contest. Sponsor reserves the right to cancel, reschedule, postpone or modify the Contest if any other factor impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In the event of termination, Sponsor reserves the right to award the prizes as it deems fair and appropriate by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any individual Sponsor finds to be tampering with operation of the Contest or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys’ fees) 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 that provision.

4. Each Contestant (and, if an eligible minor, their parent or legal guardian) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New York or the appropriate New York State Court located in New York; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and in no event will Contestants be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will Contestants be permitted to obtain awards for and Contestants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant 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.

Winners List:

For the names of the prize winners, please send a self-addressed, stamped envelope to: Spokane Hoopfest Association, 421 W Riverside Ave, Suite 115, Spokane, WA 99201.