# Win a signed GB Davis Cup shirt, courtesy of Lexus Prize Draw Promotion Terms and Conditions

## 1. The Promoter

- 1.1 The promoter is: Toyota (GB) Plc (registered under company number 00916634 at Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UX) (the "**Promotor**").
- 1.2 Lexus UK is a trading name for Toyota (GB) PLC.

#### 2. The Promotion

- 2.1 The Promoter will be running a prize draw where participants will have the opportunity to win one (1) signed shirt from the team that competed in the GB Davis Cup tie against Poland on 12-13 September, as part of the 2025 World Group (the "Prize").
- 2.2 The Promoter will select one (1) winner, who will have the ability to claim the Prize in accordance with these terms and conditions.
- 2.3 The Prize is not eligible for exchange.

#### 3. How to enter

- 3.1 The Promotion will run from 1200 hours on Friday 31<sup>st</sup> October 2025 (the "Opening Date") to 1200 hours on Tuesday 4<sup>th</sup> November 2025 (the "Closing Date") inclusive.
- 3.2 To be eligible the participant must be:
  - (a) an individual;
  - (b) aged 18 years or over;
  - (c) UK resident; and
  - (d) registered on the Promoters mailing list for the October edition of the Lexus newsletter.
- 3.3 All Promotion entries must be received by the Promoter via the completion of the online entry form provided on <a href="http://www.lexus.co.uk/prize-draw/lta-giveaway">http://www.lexus.co.uk/prize-draw/lta-giveaway</a> by no later than 1200 hours on the Closing Date. All Promotion entries received after the Closing Date are automatically disqualified. Entries must include a valid email address where requested by the Promoter.

- 3.4 It is the responsibility of the participants must ensure that all information provided is accurate and complete.
- 3.5 The winners will be the entry selected at random from all correct eligible entries.
- 3.6 No purchase necessary. There is no charge to participate via the website.
- 3.7 The Promoter will **not** accept:
  - (a) responsibility for Promotion entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - (b) proof of transmission as proof of receipt of entry to the Promotion.
- 3.8 By participating in this Promotion, you are agreeing to be bound by these terms and conditions.

## 4. Eligibility

- 4.1 Subject to any other provisions of these terms and conditions, this Promotion is open to all individuals residing in the UK aged 18 years or over who are registered on the Promoters mailing list for the October edition of the Lexus Newsletter, except:
  - (a) staff of the Promoter or staff of its holding or subsidiary companies;
  - (b) staff of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the Promotion or its administration;
  - staff of any companies associated directly or indirectly with this promotion;
     or
  - (d) members of the immediate families or households of (a), (b) and (c) above.
- 4.2 For the avoidance of doubt, if an individual on the Promoters mailing list for the October edition of the Lexus newsletter, forwards the email to someone who is not on the mailing list, the individual not on the mailing list is not eligible to enter this Promotion.
- 4.3 In entering this Promotion, you confirm that you are eligible to do so and eligible to claim the Prize you may win. The Promoter may require you to provide proof that you are eligible to enter this Promotion.

- 4.4 Winning entries will be checked for eligibility by the Promoter by comparing the entry details against the registered details held on the mailing list for the October 2025 edition of the Lexus Newsletter. If a winning entry is found to be ineligible, a new winner will be selected at random from all remaining entries until an eligible winning entry is selected.
- 4.5 The Promoter will not accept entries that are:
  - (a) automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with;
  - (d) photocopies and not originals;
  - (e) incomplete;
  - (f) false, misleading, fraudulent, derogatory, offensive or otherwise contrary to the spirit in which the Promotion is conducted.
- 4.6 There is a limit of one entry to this Promotion per person. Entries on behalf of another person will not be accepted, and joint or multiple submissions are not allowed. Entries submitted via any automated or similar systems will not be accepted.
- 4.7 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of this promotion.

# 5. The prize

- 5.1 The Prize is one (1) signed shirt from the team that competed in the GB Davis Cup tie against Poland on 12-13 September, as part of the 2025 World Group, manufactured by Castore.
- 5.2 The Prize is only available in one size.
- 5.3 The Prize is supplied by the LTA (the "**Prize Provider**"). There is no cash alternative. The Prize Provider and Promoter reserves the right to substitute the Prize with an alternative prize of equal or higher value if it is necessary to do so.
- 5.4 The Promoter shall not be responsible for the condition, completeness, or content of the Prizes, including but not limited to the presence or absence of any expected signatures. The Promoter has no control over the provision or quality of the Prize

and disclaims any liability for any defects, omissions, or issues arising in connection therewith.

5.5 The prize is not negotiable, transferable or exchangeable.

#### 6. Winners

- 6.1 The Promoter will draw one (1) winner of the Prize at random from all eligible entries received by the Closing Date.
- 6.2 The decision of the Promoter is final, and no correspondence or discussion will be entered into.
- 6.3 The Promoter will contact the winner as soon as practicable after 09:00 Monday 10<sup>th</sup> November 2025 using the email address provided with the Promotion entry to notify them that they are a winner of the Prize. It is the responsibility of the participant to ensure they check their "junk" folder for this notification.
- 6.4 If the Promoter is unable to contact the winner within 14 days, a new winner will be selected at random from all remaining eligible entries. This process will be repeated until the Prize is fulfilled.

# 7. Claiming the prize

- 7.1 If you are the winner of the Prize, you will have four (4) days to claim the Prize. Instructions on how to claim the Prize will be set out in the notification e-mail received after the winner is drawn. If you do not claim the Prize by this date, your claim will become invalid
- 7.2 Once the winner has claimed the Prize, instructions will be provided on how to collect the Prize.
- 7.3 If the Prize is being delivered by post, please allow 30 days for this to arrive.
- 7.4 The Prize may not be claimed by a third party on your behalf.
- 7.5 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted, or is not available, or has not claimed their prize within 4 (four) days of the date they are contacted, the Promoter reserves the right to offer the prize to the next eligible participant selected from the entries that were received before the Closing Date. For the avoidance of doubt, in circumstances where a replacement winner is selected in accordance with this condition 7.5, the Promoter shall advise within the notification e-mail the number of days for the replacement winner to claim the Prize.

7.6 The Promoter does not accept any responsibility if you are not able to take up the prize.

## 8. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors. Your statutory rights are not affected.

## 9. Data protection and publicity

- 9.1 The Promoter will only process your personal information as set out in the <u>Lexus</u> <u>Privacy Policy</u> and to the extent necessary to administer this Promotion.
- 9.2 All participants agree to the processing of their personal data by the Data Processor (Transform UK) for the purposes of the administration of this Promotion. Transform will process personal data solely for the purpose of facilitating the prize draw and in accordance with our instructions. We ensure that all third-party processors are bound by data protection obligations consistent with our own, and personal data will not be shared with third parties for their own marketing purposes without explicit consent from participants. By participating in the prize draw, you acknowledge and agree to the terms outlined in this clause 9 and consent to the processing of your personal data as described herein.
- 9.3 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails <a href="mailto:cr@lexus.co.uk">cr@lexus.co.uk</a> within one month after the Closing Date of the Promotion.
- 9.4 If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter at <a href="mailto:cr@lexus.co.uk">cr@lexus.co.uk</a>. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- 9.5 Participants' personal data will be retained only for as long as necessary to administer the prize draw, notify winners, and comply with legal obligations. After the conclusion of the prize draw and the distribution of prizes, personal data will be securely deleted within 30 days, unless retention for a longer period is required by law.

## 10. General

- 10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter, at its sole discretion, reserves the right to exclude you from participating in this Promotion.
- 10.2 The Promoter reserves the right to void, suspend, cancel, or amend the terms of this Promotion at any stage and without notice if deemed necessary in their opinion, and/or if circumstances arise outside of their control, with no liability to any participant or third party.
- 10.3 No third party can enforce these terms.
- 10.4 In the event of a conflict between these terms and any other terms or instructions related to this Promotion, these terms and conditions take precedence.
- 10.5 These terms and conditions are governed by English law and are subject to the exclusive jurisdiction of the English Courts.