

**These are the official rules (“Official Contest Rules”) for the
2023-24 Attendance Drive.**

- 1) NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN.
- 2) **Eligibility.** The following regulations determine a student’s eligibility in the Contest:
 - a) The Contest is open to all students attending high schools in the school districts under the Stanislaus County Office of Education (“SCOE”) during the 2023-24 school year.
 - b) Students must have at least a 2.0 GPA to be eligible to participate.
 - c) Students must have one (1) month of perfect attendance to be eligible to participate.
Perfect attendance means that the student has attended all class periods of all school days within the calendar month of August, September, October, November or December 2023 and January, February, March or April 2024.
 - d) Students must attend high school in one of the following SCOE school districts: Ceres Unified, Denair Unified, Hughson Unified, Modesto City High, Newman-Crows Landing Unified, Oakdale Joint Unified, Patterson Joint Unified, Riverbank Unified, Turlock Unified, Waterford Unified, and SCOE approved Charter High Schools.
 - e) Employees, and the children of employees, of SCOE and Modesto Toyota, any of its advertising agencies, or affiliates or subsidiaries or advertising agencies, and household members of any such employees, are not eligible to participate in the Contest.
 - f) Limited to one winner per household.
- 3) **Sponsors.** This Contest is sponsored by the Stanislaus County of Education, 1100 H Street, Modesto, California, and Modesto Toyota, 4513 McHenry Ave, Modesto, California (the “Sponsors”).
- 4) **Agreement to Official Contest Rules.** Each eligible student who enters the Contest is a “Contestant.” Entry into the Contest constitutes Contestant’s full and unconditional agreement to and acceptance of these Official Contest Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 5) **Contest Period.** The Contest begins on August 14, 2023, and ends on or about April 12, 2024.
- 6) **Selection of Prizewinners.** Prizewinners will be selected as follows:
 - a) On April 19, 2024, schools will select the allotted number of qualified students as semi-finalists to receive a new Toyota Corolla. Each school’s allotment will be determined at the district level. Each Stanislaus County school district proportionally by average daily attendance, with each participating comprehensive school receiving a minimum of one qualified entry. School districts will determine the allotment for continuation schools within their districts.
 - b) On May 8, 2024, the names of 50 finalists/runners-up will be published online at www.stancoe.org.

- c) On May 6 & 7, 2024, the 50 finalists will be invited to a recognition event at Modesto Toyota on May 14, 2024. Students will each receive Attendance Certificates from SCOE. Modesto Toyota will present Four tickets to Six Flags Discovery Kingdom to each of the finalist in attendance (must attend to receive the tickets).
 - d) On May 17, 2024, Modesto Toyota will arrive to the winner's school to surprise them with their new Toyota Corolla.
 - e) All drawing and prize winner selection results are final upon verification. The odds of becoming a semi-finalist depend on the number of qualified Contest entrants. The odds of a finalist winning the Grand Prize are 1:50. A list of the Contest prize winners will be available from the Sponsors after May 24, 2024.
- 7) **Prizes.** One (1) Grand Prize winner will receive a 2024 Toyota Corolla. The Grand Prize winner will receive the following:
- a) A 2024 Toyota Corolla. Modesto Toyota will pay taxes, licensing and/or registration fees incurred upon receipt of the vehicle. SCOE shall not be responsible for any such taxes, fees or costs. All prizes are nontransferable and non-refundable and must be accepted as awarded.
 - b) TSM Insurance will provide insurance for up to one year in an amount not to exceed \$1,500. Coverage may be provided as the lesser of a policy of TSM, or a check to the policy holder.
 - c) 5-Minute Car Wash will provide 24 premier free car washes.
- 8) **Certificate of Eligibility and Liability/Publicity Release.** Each Contest finalist (and if a finalist is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign a certificate of eligibility and liability/publicity release and return it to SCOE on or before May 14, 2024, to be able to receive a prize. If a Contest finalist fails to have the certificate of eligibility and liability/publicity release signed and returned to SCOE by the deadline, the CONTESTANT will be deemed ineligible to receive a prize. Release is available on the Stancoe.org website and also available for signature at Modesto Toyota in May prior to the car giveaway.
- 9) **Publicity.** Acceptance of prizes constitutes permission for the Sponsors and/or their designees to use the prizewinners' names, hometowns, photographs, testimonials or other likenesses 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 winners to the extent permitted by law.
- 10) **General Conditions.** The Contest shall be staged in compliance with all applicable federal, state, and local laws, and the Contest is void where prohibited or restricted by law. Sponsors reserve the right to cancel, suspend, and/or modify the Contest if any fraud, or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsors in their sole discretion. In such event, Sponsors reserve the right to award the prizes according to the "Selection of Prizewinners" criteria from among the eligible entries received up to the

time of the impairment. Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Contest Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision.

- 11) **Release.** Except where prohibited, each Contestant agrees to release and hold harmless the Sponsors, and their affiliates, and their officers, directors, employees, agents and advertising agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize.
- 12) **Limitations of Liability.** Except where prohibited, each Contestant agrees that the Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Contestant's or printing errors; (b) unauthorized human intervention in any part of the Contest; (c) technical or human error which may occur in the administration of the Contest or the processing of entries; or (d) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt of any prize.
- 13) **Disputes.** Except where prohibited, each Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded, other than the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Stanislaus County, California, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will Contestant be permitted to obtain awards for and Contestant hereby waives 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of the Contestant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.