

**Toyota Onramp 2017 Prius Challenge
Official Rules**

GENERAL OVERVIEW: The Toyota Onramp 2017 Prius Challenge (the "Challenge") is a skill contest where designated teams comprised of five (5) members (each, a "Team") will participate in a data and driving competition with the ultimate objective of maximizing vehicle performance efficiency. Each Team will be required to drive laps around the Challenge course, participate in various challenges and perform other tasks that will be designated by Sponsor. Teams will be scored on their performance and the Team with the highest overall score will be deemed the Challenge "winner". **PARTICIPATION IN THE CHALLENGE IS ONLY FOR BRAGGING RIGHTS; TEAMS AND THE CHALLENGE "WINNER" WILL NOT BE ENTITLED TO ANY PRIZES ON ACCOUNT OF HAVING PARTICIPATED IN THE CHALLENGE OR HAVING RECEIVED THE HIGHEST SCORE, WITH THE EXCEPTION OF THE WINNING TEAM'S RECEIPT OF A TROPHY.** See below for the complete Challenge details.

CHALLENGE CALENDAR: The Challenge starts on January 5, 2017 at 12:00 AM Pacific Time ("PT") and ends at the conclusion of the Main Event (defined below) on March 3, 2017 (the "Challenge Period"). An agent for Toyota will be the official timekeeper for this Challenge. The Challenge phases are noted in the calendar below. The dates and times are approximate and are subject to change at the discretion of Toyota Research Institute, Inc. ("Sponsor").

PHASES	STARTS:	ENDS:
PHASE 1: Application Period	12:00 AM PT on January 5, 2017	11:59 PM PT on February 28, 2017
PHASE 2: Selection Period	12:00 AM PT on January 5, 2017	11:59 PM PT on February 28, 2017
PHASE 3: Informational Meeting	5:30 PM PT on February 1, 2017	8:30 PM PT on February 1, 2017
PHASE 4: Registration Period	12:00 AM PT on January 5, 2017	11:59 PM PT on February 28, 2017
PHASE 5: Main Event	8:00 AM PT on March 3, 2017	5:00 PM PT on March 3, 2017

ELIGIBILITY: The Challenge is open only to legal residents of California who are 21 years of age or older and have a valid U.S. or international driver's license at the time of submission of an application to participate in the Challenge. Employees of Sponsor, MKTG, Inc., InkHouse, (collectively, the "Challenge Entities") and their respective parents, subsidiaries, dealerships, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. In addition, as determined in Sponsor's sole discretion, individuals employed by or otherwise associated with any competitor of Sponsor are not eligible to submit an application and/or participate in the Challenge. Sponsor may, in its discretion and at any time, disqualify any participant that does not meet the foregoing eligibility requirements and/or fails comply with these Official Rules. The Challenge is subject to all applicable federal, state and local laws. Void where prohibited by law.

Persons entering as part of a company or on behalf of their employer acknowledge that these Official Rules are binding on their employer and further warrant that the company and/or employer has full knowledge of participation and has granted consent for participation.

DESCRIPTION OF CHALLENGE PHASES:

PHASE 1 "Application Period": During the "Application Period", eligible individuals (referred to hereafter as an "applicant" and/or "Entrant") who are interested in participating in the Challenge may visit www.PriusChallenge.ToyotaOnramp.com (the "Challenge Site") to complete and submit an application as directed. All required fields on the application form must be completed, including first and last name and a valid email address. In addition, each applicant may (but is not required to) submit the names of up to four (4) individuals as his/her proposed Team members. Regardless of any submission of an applicant's proposed Team members, each and every proposed Team member must submit his/her own individual application to participate in the Challenge. Sponsor may seek additional information from an applicant as needed, as determined in Sponsor's sole discretion. Submission of an application does not guarantee your selection as a participant in the Challenge. If selected to participate in the Challenge, the selected applicant's submission of proposed Team members does not guarantee that any or all of those proposed Team members will be selected to participate in the Challenge or as a member of your Team.

PHASE 2 "Selection Period": Sponsor will review the applications from all eligible applicants that submitted a timely application to participate in the Challenge and, in its sole discretion, shall select applicants to attend the Informational Meeting described in Phase 3 below. Applicants selected to attend the Informational Meeting will be notified by Sponsor via email.

PHASE 3 "Informational Meeting": On February 1, 2017, an Informational Meeting will be held by Sponsor with all applicants selected in Phase 2. The Informational Meeting will take place at HanaHaus, 456 University Avenue, Palo Alto, California, commencing at 5:30 PM PT and ending at 8:30 PM PT. During the Informational Meeting, potential Challenge Participants (defined below) will be provided with an overview of the details, agenda, rules and scoring pertaining to the Main Event (discussed in Phase 5 below). At the Informational Meeting, applicants will also be given a required tutorial of Sponsor's proprietary strategy app (the "App") that was developed for the Teams' use at the Main Event to enable the Teams to use real-time vehicle data to create their strategies for the Main Event. At the Informational Meeting, any potential Challenge Participant that has not been designated a Team will have the opportunity to form a Team or have members assigned to its Team by Sponsor. There will be a total of twenty (20) Teams participating in the Challenge, seventeen (17) of which Teams will be selected from the applicants that submitted an application to participate, as described in Phase 1 above. Each Team will be comprised of five (5) members. In Sponsor's sole discretion, a higher or lower number of Teams or Team members may participate in the Challenge based upon the number and quality of eligible applicants. Applicants selected to participate in the Main Event (each, a "Challenge Participant") will be notified by Sponsor via email after Phase 3.

PHASE 4 "Registration Period": In order to participate in the Main Event, Challenge Participants will be required to complete the online Registration Form, available at www.priuschallenge.toyotaonramp.com, and confirm their contact information and Team members. Challenge Participants are also required to execute and agree to a Participant Release located on the HYPERDRIVEME website prior to being allowed access to any Challenge data. Sponsor will provide the website address to Challenge Participants. Please note that the App is IOS compatible only; on the day of the Main Event, each Team will also be provided with the use of an iPad that will have the App pre-downloaded on it.

PHASE 5 "Main Event": The Main Event of the Challenge will be held at Sonoma Raceway at 29355 Arnold Drive, Sonoma, California. The Main Event consists of a data and driving competition with the ultimate objective of maximizing vehicle performance efficiency. Each Team will be required to drive laps around the Challenge course, participate in various challenges and perform other tasks that will be designated by Sponsor and described in the "Competition Rules & Scoring" (the "Competition Rules"), which will be made available by Sponsor prior to the Main Event. The Competition Rules will provide details and specifics regarding the Challenge and its Main Event, including the race course, in-car regulations, driving description and requirements, Participant challenges, and scoring. As will also be detailed in the Competition Rules, Teams will be scored on their performance and the Team with the highest overall score will be deemed the Challenge "winner", with entitlement to bragging rights only and receipt of a trophy.

Challenge Participants are solely responsible for making any and all arrangements for travel or transportation necessitated by their participation in the Challenge, including but not limited to, transportation

to/from Challenge Participant's hotel, the Informational Meeting and/or the Main Event. Challenge Participants are also solely responsible for booking their own hotel accommodations in connection with attending the Informational Meeting and/or the Main Event and are solely responsible for any and all costs and expenses associated therewith. As a courtesy to Challenge Participants, for the Main Event, Sponsor will reserve a limited block of complimentary hotel rooms (standard room, double occupancy) at a hotel of Sponsor's selection in its own discretion, which will be available to Challenge Participants for booking on a first come, first served basis. Challenge Participants shall be provided with the hotel information at the Informational Meeting and/or by email. Except as may be otherwise agreed to and specified by Sponsor, Challenge Participants shall be solely responsible for any and all other costs or expenses that may be incurred by them in connection with their preparation for, participation in and/or attendance at the Challenge (including the Informational Meeting and/or Main Event), including but not limited to, meals, beverages, taxes or gratuities.

To participate in the Challenge, Entrants must fully comply with these Official Rules, as well as the Competition Rules, and, by entering, Entrants represent and warrant that they agree to be bound by these Official Rules and the Competition Rules, and the decisions of the Challenge Entities, whose decisions shall be final and binding in all respects relating to the Challenge. Entries that do not comply with these Official Rules, as determined in Sponsor's sole discretion, may be disqualified from the Challenge. Challenge Participants that do not comply with these Official Rules and/or the Competition Rules, as determined in Sponsor's sole discretion, or who tamper with the application or registration process in any way or otherwise interfere with the proper administration and conduct of the Challenge and any component thereof, may be disqualified from the Challenge individually and/or as a Team.

Each Entrant understands that, during the Challenge, they may be exposed to ideas, designs, discoveries, and inventions, including the App, automotive technology, fabrication and other innovative processes, drawings, business and marketing plans, sales data, and research about product usage and/or other confidential information ("TOYOTA Confidential Information"). Entrants agree that all TOYOTA Confidential Information, including files, data, and information: (a) are and shall remain the property of Sponsor; (b) may NOT be disclosed, distributed or otherwise shared with any third party without the prior written consent of Sponsor; and (c) may NOT be used or copied without the express prior written consent of Sponsor. Entrant's above obligations with respect to Sponsor's Confidential Information shall remain in effect for five (5) years from the date access is gained.

BRAGGING RIGHTS: PARTICIPATION IN THE CHALLENGE IS ONLY FOR BRAGGING RIGHTS; TEAMS AND THE CHALLENGE "WINNER" WILL NOT BE ENTITLED TO ANY PRIZES ON ACCOUNT OF HAVING PARTICIPATED IN THE CHALLENGE OR HAVING RECEIVED THE HIGHEST SCORE, WITH THE EXCEPTION OF THE WINNING TEAM'S RECEIPT OF A TROPHY.

PRIVACY: Entrant acknowledges and agrees that Sponsor may collect, store, share and otherwise use personally identifiable information provided during the application and registration process and the Challenge, including, but not limited to, name, mailing address, phone number, and email address. All information collected is subject to and will be used in accordance with Toyota's Privacy Policy (<http://www.toyotaonramp.com/privacy-policy.html>), including for administering the Challenge and verifying Entrant's identity, address and telephone number.

If the Challenge Entities determine, in their sole discretion, that an Entrant/Team has breached a representation or they consider an entry inappropriate in any way, the entry will be disqualified.

USE OF PERSONAL DATA, WAIVER, RELEASE, AND LIMITATION OF LIABILITY: Except where prohibited, Entrants waive and release Challenge Entities from any and all claims that Entrants may now or hereafter have with respect to Sponsor's exploitation of entries and/or Entrant's participation in the Challenge without further notification or compensation to Entrants/Team of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor and each of their affiliates, licensees, or any other person in connection with this Challenge.

Except where prohibited or restricted by law, each Challenge Participant consents (and agrees to sign any additional documents required by Sponsor to formalize, effect or perfect such consent) to Sponsor's use of

his/her name, likeness (photograph), biographical information, voice, testimonials and/or statements made by Challenge Participant regarding the Challenge or Sponsor, in whole or in part, in advertising/publicity/trade (including local and/or national television stations or print publications that may be covering any element of this Challenge) or any other form of media, now known or hereafter devised, worldwide and in perpetuity, without compensation, limitation, restriction, notice, review or approval, and Challenge Participant disclaims any ownership rights to the content of such advertising/publicity/trade material.

EACH ENTRANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE SPONSOR, WARRANTS THAT HE OR SHE IS ELIGIBLE TO PARTICIPATE IN THIS CHALLENGE, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CHALLENGE ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE CHALLENGE IN ANY WAY OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM THE INFORMATIONAL MEETING OR MAIN EVENT OR ANY CHALLENGE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON, ANIMAL OR PROPERTY, OR FROM THE RESPECTIVE ENTRANTS' BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CHALLENGE, INCLUDING THESE OFFICIAL RULES OR THE COMPETITION RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE PROMOTING OR RELATING IN ANY WAY TO THE CHALLENGE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CHALLENGE ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Each Challenge Participant hereby acknowledges and agrees that the relationship between themselves and the Challenge Entities is not a confidential, fiduciary, or other special relationship, and that the Challenge Participant's decision to participate in the Challenge does not place the Challenge Entities in a position that is any different from the position held by members of the general public with regard to elements of Challenge Participant's participation in the Challenge and its Main Event, other than as set forth in these Official Rules. Each Challenge Participant understands and acknowledges that the Challenge Entities have wide access to ideas, stories, designs, and other innovative materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Challenge Participant also acknowledges that many ideas or innovations may be competitive with, similar to, or identical to the strategies devised and/or employed by Challenge Participant in connection with its participation in the Main Event. Each Challenge Participant acknowledges and agrees that such Challenge Participant will not be entitled to any compensation as a result of Challenge Entities' use of any such similar or identical material that has or may come to Challenge Entities, or any of them, from other sources. Challenge Participants acknowledge that other Challenge Participants/Teams may have created ideas and concepts for or during their participation in the Main Event that may have familiarities or similarities to their own, and that they will not be entitled to any compensation or right to negotiate with the Challenge Entities because of these familiarities or similarities.

Each Entrant hereby acknowledges and agrees that the Sponsor's trademarks and other intellectual property, including the App (collectively, "Sponsor's IP"), are the exclusive property of Sponsor. Each Entrant further acknowledges and agrees that Sponsor's IP is valid and enforceable, and that Entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of participation in this Challenge, and that any use of Sponsor's IP beyond this scope infringes the rights of the Sponsor and will result in irreparable harm to the Sponsor.

INTERNET: Entrant further agrees that the Challenge Entities and any of their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, shareholders, agents and employees, and any Internet access providers are not responsible for the following: (a) electronic transmissions, release documents or notifications that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected or not received by Entrant or Sponsor or their 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 applications, registrations 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 Entrant's or any person's computer or handheld personal device and/or its contents related to or resulting from participation in this Challenge, including but not limited to, download and use of the App; or (d) causes that jeopardize the administration, security, fairness, integrity, or proper conduct of this Challenge; (e) any applications submitted in a manner that is not expressly allowed under these Official Rules (all such applications will be disqualified); (f) any printing errors in these Official Rules, the Competition Rules or in any advertisements or correspondence in connection with this Challenge. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Challenge, in whole or in part, should virus, bugs, fraud, hacking, or other causes corrupt the administration, security, or proper play of the Challenge. In such cases, notice to this effect will be posted on the Challenge Site. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Challenge or if technical difficulties compromise the integrity of the Challenge, the Sponsor reserves the right to void suspect applications or registrations and/or terminate the Challenge. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically apply or register is prohibited. In the event of a dispute as to the identity of an Entrant based on an email address, the application or registration in question may be disqualified subject to the Sponsor's discretion.

DISPUTES: Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering and/or participating in this Challenge, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, 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 Rules, or the rights and obligations of the entrant and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the 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 the State of California.

SPONSOR: Toyota Research Institute, Inc. 2 Palo Alto Square #100, Palo Alto, California 94306.