

# APEX

2016 CHOOSE YOUR DREAM

## Toyota Sales Manager Travel Incentive

### **OFFICIAL RULES**

**Toyota Motor Sales, U.S.A., Inc. (TMS)** and participating Distributors will conduct a Sales Manager Travel Incentive program on all new and unused Toyota “non-J” cars and trucks (including Scion) sold and reported between **August 2<sup>nd</sup> and October 31<sup>st</sup>, 2016**.

A retail sale is defined as the transfer of ownership and/or possession of, and title to, the motor vehicle directly to the ultimate consumer. The ultimate consumer is one who purchases for use and not for resale. This event, for any one VIN number, can occur only once.

### **PROGRAM RULES**

- All eligible Toyota non-fleet cars and trucks (including Scion) sold and reported out of dealership's ground stock during the program period count toward program objective attainment.
- Dealerships compete within groups assigned by their Regions/PDs for travel incentive awards for two people (up to four in the family program) to one of five destinations.
- Winners are determined based on the highest percentage attainment of assigned program objectives within their respective groups.
- Dealership cannot be ranked in the bottom 10% of Region/PD for the 3 month **SSI** score at the program end.
- Dealership cannot have three (3) **SPG** (Survey Practice Guideline) violations (strikes) at the onset or during the 3 month contest period.
- In the event of a tie, where two dealerships have the same attainment percentage, the dealership with the highest overall unit sales for the program period will be declared the winner. If a second tie breaker is required, the dealership with the highest three (3) month SSI score at the program end will be declared the winner.
- Each Hit & Win dealership (a dealership in a group of one) must hit 100% of its assigned program objective to earn a travel award.
- There is a **Total Non-fleet Vehicle Fast Start Bonus** period on all eligible new and unused Toyota “non-J” cars & trucks sold and reported between **August 2<sup>nd</sup> and August 31<sup>st</sup>, 2016**, inclusive. Dealerships that meet or exceed their assigned fast start objective will receive an additional five (5) percentage points to apply toward their overall percentage of program attainment. Hit & Win dealerships are also eligible for this bonus.
- Eligible participants must be a current Toyota Dealership Sales Manager determined by the winning dealership.

### **GROUP TRAVEL DESTINATIONS (\* travel dates may vary slightly)**

1. **Italian Renaissance (Florence) – February 16-22, 2017**
  2. **Japan Yesterday & Today (Nagoya, Kyoto, Tokyo) – March 5-12, 2017**
  3. **Atlantis Family Adventure (Bahamas) – March 17-22, 2017 & March 23-28, 2017**
  4. **Polynesian Paradise (Bora Bora) – April 2-9, 2017**
  5. **Garden Isle Getaway (Kauai, HI) – April 19-24, 2017**
- A limited number of trips will be allocated to each destination.
  - TMS reserves the right to determine all final award allocations based on availability.
  - When enrolling online you will be required to select a first and second choice destination preference upon enrollment. Trips will be allocated to winners based upon availability.
  - Every effort will be made to accommodate your first choice destination. In the event that your first choice destination is not available, TMS will automatically attempt to accommodate you on your second choice destination. If neither your first nor second destination choice is available at contest end, you will be automatically placed on a **Priority Wait List** for your first choice.
  - Winning dealerships' destination choices will be awarded based on the **highest percentage of objective attainment plus total unit sales** (excluding bonuses or double counts) among all winning dealerships.

- Award winners must be participants in their travel destination choice to be eligible to receive any program allowances and/or take part in any of the scheduled activities.
- Guests must be 21 years of age or older to attend as a guest (except for the Family Programs see below for details). Non-family programs include two coach class airfare for the adult participant selected by the winning dealership and his/her spouse or guest (21 years of age and older). Additional guests and children are not permitted.
- Travel awards cannot be exchanged or redeemed for cash.

### **FAMILY PROGRAM**

- One travel destination is being offered as a Family Trip.
- For purposes of this program, a family is defined to include the adult participant selected by the winning dealership, his/her spouse or guest (21 years of age and older), and up to two immediate family members (**dependent children**) 24 years of age and under. Covered expenses include one additional room, coach class airfare (for up to four participants) and selected activities.
- Buy-in packages are available for additional **dependent** children (24 years of age and younger) from the winning dealership participant's immediate family on a limited basis.

### **PICK YOUR PARADISE - INDIVIDUAL TRAVEL AWARD (4 Destinations – 1 Family Program)**

As an alternative to the group travel awards, winners will have the opportunity to select an individual travel experience. All experiences will include round trip coach class airline tickets for two (four for the family program), hotel accommodations and a meal & activities allowance.

1. **Maui, HI – Fairmont Kea Lani (5 Days, 4 Nights – 2 Travelers)**
2. **New York, NY – The Plaza Hotel (4 Days, 3 Nights – 2 Travelers)**
3. **Las Vegas, NV – The Wynn (4 Days, 3 Nights – 2 Travelers)**
4. **Orlando, FL – Disney's Grand Floridian (4 Days, 3 Nights – 4 Travelers, 2 Rooms)**

- You will have the opportunity to schedule your own travel dates (travel to be completed before December 15, 2017. ***(Blackout dates and some restrictions may apply)***).
- A dedicated travel consultant will assist you with your travel arrangements.

### **AWARDS IN LIEU OF TRAVEL**

The intent of the Toyota Travel Incentive program is to recognize top-performing dealerships with exciting travel awards. If a travel participant selected by a winning dealership is unable to or chooses not to travel, the participant will be issued Toyota Trekpoints.

- The amount issued will be determined once all travel liabilities are reconciled and **will be significantly less than the value of the trips.**
- These award points "in lieu of travel" will be discounted to reflect any cancellation fees and /or non-refundable penalties incurred.
- To receive Toyota Trekpoints in lieu of travel, the winning dealership must still be in business at the time of point issuance AND the person to whom the points are to be issued must still be employed (have a valid SPIN) by the winning dealership.
- Toyota Trekpoints will be issued approx. 2 months after all of the trips have completed operation and the budget has been reconciled (***approximately June 2017***).

### **EMPLOYMENT REQUIREMENTS**

A travel participant selected by a winning dealership must be employed by the same winning dealership at the time of trip operation or Trekpoints issuance to be eligible for an award.

### **TAX STATUS OF AWARDS**

Toyota Motor Sales, USA, Inc. does not issue any 1099's nor do they send any tax information to the IRS. Any reporting responsibility or liability for federal, state or other taxes imposed on awards received in the campaign will be the responsibility of the dealerships and not TMS, participating distributors or BI Worldwide. For tax reporting purposes, the Dealer Principal and award recipient for each winning

Dealership will receive information regarding the value of the award received at the end of the calendar year in which the award was received.

### **ELIGIBILITY**

- Only those dealerships enrolled at program inception and active throughout the program are eligible to win.
- New dealerships cannot be added during the program period without approval from both the region/PD and TMS.

### **ELIGIBLE SALES:**

- ◆ Toyota requires proof that a retail sale occurred as evidenced by the dealership's possession of the sales contract, bill of sale, application for license plate, application for title, dealer held new vehicle sales journal or any other applicable proof of sale to an ultimate consumer acceptable to Toyota.
- ◆ All new and unlicensed non-J carried in dealership's **ground stock** inventory that are sold or leased and reported (RDR'd) to the ultimate consumer during the program period, except those defined as ineligible.
- ◆ All new and unlicensed non-J carried in dealership's **ground stock** inventory that are sold to a leasing company and leased to an ultimate consumer will be eligible if they are leased and registered with the state by the leasing company during the program period. In order to be eligible, the dealer must be able to provide documentation (e.g., customer lease contract or when lessee is a business, an official lessee document confirming the lease contract and terms of agreement) with the audit package.
- ◆ In the event the leasing company will not provide names of the ultimate consumer, other documentation's verifying lease of the vehicle to the ultimate consumer may be specified and required by Toyota Motor Sales, U.S.A., Inc.
- ◆ Multiple dealerships owned by the same individual(s) or corporation will receive separate incentive objectives based on the sales history of each respective dealership. Eligible vehicles must be reported sold by the dealership that in fact, sold the vehicle to be eligible for retail incentive payments.
- ◆ To receive retail incentives for a vehicle sold or leased to the dealership, the vehicle must be used in the dealership business. The vehicle must be registered with the state in the name of the dealership, must be placed in actual service and must accumulate substantial mileage for a minimum of 120 days. If a vehicle sale (or lease) to the dealership is reversed, or if the vehicle is re-registered within 120 days of when the vehicle was originally reported sold, Toyota reserves the right to adjust the dealer's incentive payment based on the inconsistent reports or registrations.
- ◆ All new and unlicensed non-J that are sold to a broker or used vehicle dealer which are delivered to an ultimate consumer during the program period require documentation (e.g., customer purchase and sale agreement) with the audit package.

### **INELIGIBLE VEHICLE SALES:**

- ◆ All category "J" car and truck sales.
- ◆ All TMS Special Purchase Program (Type Sales Code 02) car and truck sales.
- ◆ Vehicles reported sold during the program period and subsequently rolled back.
- ◆ Vehicles sold in violation of Toyota's export policy.
- ◆ Vehicles traded from one dealership to another are ineligible for the trading (sending) dealership.
- ◆ All vehicles sold to conversion companies.
- ◆ Vehicles sold to a broker, used-vehicle dealer, or any other reseller that are not delivered to the ultimate consumers during the program period.
- ◆ Vehicles that are not officially registered with the appropriate state motor vehicle department.
- ◆ Vehicles utilizing dealer or other similar plates which preclude the need to register the individual vehicle with the appropriate state motor vehicle department
- ◆ Vehicles placed in dealer demo service.
- ◆ Vehicles purchased through authorized Toyota auctions.
- ◆ For Sales/Travel contests, sales of more than 20 vehicles of the same series/model to any one account in the same program month

### **The following sales will be ineligible unless explicitly approved by Toyota Motor Sales, USA, Inc.**

- ◆ Vehicles registered to any Toyota distributor or dealership or to any business corporation in which any Toyota distributor or dealership has ownership interest.
- ◆ Vehicles sold to a Distributor-owned or Dealer-owned rental company.

## **AUDIT**

- Toyota Motor Sales, USA, Inc., and/or participating distributors reserve the right to audit and verify the validity of information contained in dealerships' sales records in connection with this program.
- All program records must be retained and available for a period of 24 months following the conclusion of the program period. Toyota Motor Sales, USA, Inc. and/or participating distributors may withhold a travel award to a dealership pending completion of any dealership sales record audit, or may charge back to the dealership the travel award value if sales unit(s) eligibility cannot be substantiated with documentation required by Toyota Motor Sales, USA, Inc.

## **TERMS AND CONDITIONS**

All questions regarding the proper application or interpretation of program rules will be subject to final determination by Toyota Motor Sales, U.S.A., Inc. in its sole discretion. Toyota reserves the right to modify or cancel the program at any time, with or without notice.

Under the Toyota Dealer Agreement, dealership is required to achieve and maintain Toyota's minimum sales performance criteria, which is not less than 90% sales efficiency on a rolling 12-month basis. Dealer's sales objective, which is based in large part on dealer's actual prior sales history, may be different, or even less, than the number the dealer is required to achieve Toyota's minimum performance criteria, and meeting certain sales contest objectives does not constitute compliance with such criteria or fulfillment of dealers contractual sales performance obligations

## **TRAVEL RESPONSIBILITY**

Toyota Motor Sales, USA, Inc., participating distributors and BI WORLDWIDE maintain no control over the personnel, equipment or operations of any air, water or surface carrier, cruise line, bus or limousine company, transportation company, hotel, restaurant or other person or entity furnishing services, products or accommodations as part of the Travel Program, because all of these suppliers are independent contractors. Toyota Motor Sales, USA, Inc., participating distributors, and BI Worldwide shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of these suppliers or any of their agents, servants, employees or independent contractors; (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product or accommodation that is owned, operated, furnished or otherwise used by any of these suppliers; (3) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not under the direct control of Toyota Motor Sales, USA, Inc., participating distributors or BI Worldwide, respectively; or (4) by any other cause, condition or event whatsoever beyond the direct control of Toyota Motor Sales, USA, Inc., participating distributors or BI Worldwide, respectively. During the trip, the participants may have the opportunity to participate in various optional activities, such as watersports and other athletic activities, contests, excursions and side trips. Toyota Motor Sales, USA, Inc., participating distributors, and BI Worldwide shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity arising out of or relating to said participation.