

## Terms and Conditions: The Lexus and Mentored Grant

### Schedule to Conditions of Entry

<b>Promotion Name</b>	The Lexus and Mentored Grant
<b>Promotion Type</b>	Consumer
<b>Promoter</b>	Toyota Motor Corporation Australia Limited trading as "Lexus Australia" (ABN 64 009 686 097), 155 Bertie St, Port Melbourne, VIC 3207 ( <b>Lexus</b> )
<b>Relevant State(s) and/or Territory(ies)</b>	All states and territories
<b>Selected Business</b>	<p>Small Businesses registered and operating in Australia</p> <p>For the purposes of this Promotion, a <b>Small Business</b> is defined according to the ASIC as meeting at least two of the following criteria: :</p> <ul style="list-style-type: none"> <li>• Annual revenue of less than \$50 million</li> <li>• Fewer than 100 employees at the end of the financial year, and/or</li> <li>• Consolidated gross assets of less than \$25 million at the end of the financial year.</li> </ul>
<b>Entry Restrictions</b>	<p>Entrants must:</p> <ul style="list-style-type: none"> <li>• be 16 years or older at the time of entry , and</li> <li>• be a resident of Australia, and</li> <li>• be the owner, operator or authorised representative of a Small Business; and</li> <li>• meet the Lexus and Mentored Grant Verification Requirements.</li> </ul>
<b>Promotion Period</b>	<p>The Promotional Period contains multiple phases with the following timelines:</p> <ul style="list-style-type: none"> <li>• Expression of Interest Page opens 8 June 2020</li> <li>• Lexus and Mentored Grant application window opens 22 June 2020 at 00:01 AEST and closes at 23:59, 5 July 2020.</li> <li>• Window for Round 2 finalists to submit follow-up materials will close on 2 August 2020 at 23:59</li> </ul>
<b>Verification Requirements</b>	<p>Entrants must provide the following information as part of their entry:</p> <ul style="list-style-type: none"> <li>• Evidence of status as a Small Business</li> <li>• Evidence of ownership/shareholding or relationship to the Small Business</li> <li>• ABN or ACN number</li> <li>• Registered address of the Small Business</li> </ul>
<b>Entry Procedure</b>	<p>Entrants must complete the following during the specified period:</p> <ol style="list-style-type: none"> <li>1. Log-on to the <i>Lexus x Mentored Grant</i> webpage at LexusandMentored.com.au</li> <li>2. Watch Mentored Masterclass on 'How to Pitch Your Business.'</li> <li>3. Submit a pitch to camera about innovation within your business</li> <li>4. Complete registration and entry form in accordance with the instructions</li> <li>5. Submit all supporting information as per the Verification Requirements, at each stage of the application process including: business name, address, business owner name, phone and email along with follow-up materials should applicant progress to Round 2.</li> </ol>
<b>Maximum Number of Entries</b>	1 (one) entry maximum

Judging criteria	<p>Entrants will be judged on merit and how they best demonstrate the following criteria throughout two rounds of judging:</p> <p><b>Round 1 (Entry Form and Pitch video)</b> Entrants must:</p> <ul style="list-style-type: none"> <li>• be an innovative business with genuine case study showing how they exemplify innovation</li> <li>• be able to show how business has pivoted / adapted due to COVID-19</li> <li>• exemplify <i>Lexus</i> brand values for sustainability, design, technology, experience and customer service</li> <li>• exemplify <i>Mentored</i> brand values as a small enterprise showing entrepreneurial spirit</li> </ul> <p>Entrants will be shortlisted following Round 1</p> <p><b>Round 2 (Business Plan/Proposal and KPIs)</b> Entrants must:</p> <ul style="list-style-type: none"> <li>• have a written proposal/business plan for how the grant funding will be used in the Entrants' small business over a 12 month period (the <b>Grant Period</b>)</li> <li>• prepare quarterly Key Performance Indicators (<b>KPIs</b>) for how success will be measured against the business plan/proposal.</li> </ul>
Judging details	<p><b>Date:</b> TBC</p> <p><b>Time:</b> TBC</p> <p><b>Location:</b> TBC</p>
Grant Details	<p>An Entrant who is successful in both rounds of the Judging Criteria (<b>Grant Recipient</b>) will be eligible to receive the Grant, subject to the Grant Restrictions.</p> <p>Each Grant will include:</p> <ul style="list-style-type: none"> <li>• \$25,000 AUD paid to the Grant Recipient</li> <li>• 1 (one) 60-minute consultation with Mark Bouris following award of Lexus and Mentored Grant</li> <li>• One Year (12 months) <i>Mentored</i> online program Premium subscription</li> <li>• Media exposure for winning business through the following channels: <i>Mentored</i> and Mark Bouris owned online channels, Lexus owned online channels and earned online channels via PR.</li> </ul>
Grant Restrictions (if any)	<p>Grant Recipients will be awarded the Grant provided the Judging Criteria is met and will be paid by direct deposit into the Grant Recipient's nominated Australian bank account.</p>
Total Grant Pool	<p>\$200,500 AUD in total, comprising:</p> <ul style="list-style-type: none"> <li>• \$100,000 AUD (Lexus to provide) <ul style="list-style-type: none"> <li>◦ Cash to be distributed evenly amongst 4 (four) Grant Recipients - \$25,000 per Grant</li> </ul> </li> <li>• \$100,000 AUD (<i>Mentored</i> to provide) <ul style="list-style-type: none"> <li>◦ 1 (one) hour of Mark Bouris time valued at \$25,000 x 4 Grant Recipients = \$100,000</li> </ul> </li> <li>• \$500 AUD (<i>Mentored</i> to provide) <ul style="list-style-type: none"> <li>◦ Premium subscription package for the <i>Mentored</i> online program valued at \$125 (apiece)</li> </ul> </li> </ul>
Notification of Pitch Participants	<p>Entrants whose pitch is selected to appear on the LexusandMentoredGrant.com.au will be notified by email no greater than 10 business days prior to broadcast of the virtual show.</p>
Notification of Grant Recipients	<p>Grant Recipients will be notified by telephone and email.</p>
Publication Details	<p>Details published on the Lexus and Mentored Grant website (LexusandMentored.com.au)</p>
Grant Claim Date	<p>14 days from date of Grant Recipient notification</p>
Unclaimed Grant Arrangements	<p>If the Grant is not claimed by Grant Recipient by the Grant Claim Date, the next best entry, as determined by the judge(s) shall be awarded the Grant within 30 days</p>

<b>Additional Terms – Entrants</b>	<p>Entry is open to individuals who own, operate or are authorised representative of a Selected Business in the Relevant State(s) and/or Territory(ies) and who meet the Entry Restrictions. If ownership of a Selected Business changes during the Promotion Period, the Entrant forfeits their right to eligibility to enter the Promotion. Where a Selected Business is owned by a company or other legal entity, entry is open to a nominated authorised representative of that entity (eg, a nominated shareholder or partner) who meets the entry criteria specified in this paragraph.</p> <ul style="list-style-type: none"> <li>• If initial business plan is not submitted, the Grant may be allocated to another entrant</li> <li>• Upon entering Round 2, applicant will be subject to provide further detail on their business plan and planned use of grant monies. If not submitted, grant may be allocated to another entrant.</li> <li>• If a Grant Recipient fails to meet quarterly KPIs during the Grant Period, it may result in any, some or all of the following: <ul style="list-style-type: none"> <li>○ Termination of Mentored subscription;</li> <li>○ Termination of Lexus partnership;</li> <li>○ Termination of any follow-up access or connection to both the Lexus and Mentored organizations</li> </ul> </li> </ul> <p>If the Grant Recipient or participant in an activity conducted in connection with this Promotion is younger than 18 years of age, a parent or legal guardian of that person must be present for the duration of that event, as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany such participants. The participants agrees to comply with any reasonable directions or guidelines notified to them by the Promoter or their chaperone.</p>
<b>Additional Terms – Intellectual Property Rights and Assumptions</b>	<p>Intellectual property shared with Lexus and Mentored at any point in the application, presentation and check-in/follow-up periods is the sole and exclusive property of the applicant. Lexus nor Mentored stake any ownership claims to the intellectual property levied by an applicant. LexusandMentored.com.au will implement industry standard security measures to ensure security during data transmission.</p>
<b>Additional Terms – Grant</b>	<p>Mentored to provide the following as part of the Lexus and Mentored Grant:</p> <ul style="list-style-type: none"> <li>• One (1) hour of Mark Bouris' time will be provided to each of the four grant recipients following award in a To Be Determined capacity pending social distancing and COVID related considerations</li> <li>• One Year (12 months) Mentored online program Premium subscription</li> </ul>
<b>Additional terms – Privacy</b>	<ul style="list-style-type: none"> <li>• The Promoter may use the entrant's personal information to provide information about Lexus products and services (including via post, phone, email and SMS), and may disclose the information to Lexus dealers, its related bodies corporate, and agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose. The entrant can advise the Promoter at any time if they no longer wish to receive this information, by contacting the Promoter at 1800 023 009. The Promoter may continue to provide the entrant with this information for an indefinite period unless and until advised otherwise by the entrant.</li> <li>• As part of entering the promotion, entrants agree that: <ul style="list-style-type: none"> <li>○ By taking part in the Lexus &amp; Mentored grant you will allow Lexus and Mentored use of your data which will be captured through entry and submission to Lexus &amp; Mentored grant</li> <li>○ Lexus and Mentored can use your data, which may result in seeing advertising from Lexus or Mentored</li> <li>○ Lexus and Mentored reserve the right and discretion to select recipients of the Grant in accordance with the company's ethics and values.</li> <li>○ Lexus and Mentored reserve the right to revoke the association between the parties if agreed KPIs are not met</li> <li>○ Lexus and Mentored can terminate association at their discretion if the Grant Recipient engages in or is connected to any behaviour inconsistent with Lexus and/or Mentor's ethics and values.</li> </ul> </li> </ul>

### Conditions of Entry

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule).
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
3. Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers associated with this promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.
4. The promotion will be conducted during the Promotion Period.
5. Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion. Ineligible entries will be deemed to be invalid. All valid entries selected to win a Grant will be provided with a Grant.
7. Where an entry is deemed invalid (at the Promoter's absolute discretion) prior to the Grant Claim Date, the Promoter may determine a new Grant Recipient in accordance with the Unclaimed Grant Arrangements.
8. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
9. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
11. Incomplete entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
12. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
13. An entrant's entry must not include:
  - (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
14. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
15. By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
16. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

17. Pitch Participants and Grant Recipients will be notified in accordance with the Notification of Pitch Participants and Grant Recipients and Publication Details. Pitch Participants and Grant Recipients' names and State/Territory of residence will be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of the Pitch Participants and Grant Recipients on their website(s).
18. All entries become the property of the Promoter. In addition to the above, the Promoter may use, and may disclose in any newspaper, advertisement, publication, media statement or other general and promotional material, any materials entrants provide in relation to the competition for the Promoter's promotional and business purposes.
19. All valid entries will be judged by the Judge(s) based upon the Judging Criteria. This is a game of skill and chance plays no part in determining the Grant Recipient. The Grant(s) will be awarded according to the Grant Details.
20. The Grant(s) is/are specified in the Grant Details. The Grant(s) is/are subject to any Grant Restrictions, Additional Terms or any other restrictions specified in the Schedule. The Total Grant Pool is specified in the Schedule.
21. The entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Grant(s). Any entrant, Pitch Participants and Grant Recipient and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Grant event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Grant may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.
22. The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Grant(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
23. The Grant(s) and/or parts of the Grant(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the Grant is cash). If a Grant, or an element of a Grant, is unavailable for any reason, the Promoter reserves the right to substitute another Grant of equal or greater value for that Grant, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Grants.
24. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Grants. Independent financial advice should be sought.
25. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
26. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Promotion. Entrants can enter the Promotion up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automatically- or computer-generated entries will not be accepted.
27. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a Grant event/activity if the entrant:
  - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
  - (b) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
28. The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Grants except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
29. The Promoter may use any personal information provided by entrants in connection with this promotion for the purposes of running the promotion and in advertisements, publications, media statements and other promotional material associated with the promotion, and may disclose such information to third parties (including service providers and, as required, Australian regulatory authorities) for those purposes. If entrants do not provide the information requested, they will not be able to enter

the Promotion. By entering this Promotion, entrants also agree to the Promotor sharing that personal information with other members of the OneToyota and OneLexus Groups (Toyota Motor Corporation Australia Limited, Toyota Finance Australia Limited and Toyota and Lexus dealers) so that the OneToyota and OneLexus Groups can provide entrants with an integrated OneToyota/OneLexus customer service experience, and entrants' information may be disclosed to OneToyota and OneLexus Groups service providers located within Australia and overseas for that purpose. Entrants' personal information will be handled in accordance with the Promotor's Privacy Policy which is available at [toyota.com.au/privacy](http://toyota.com.au/privacy). This Policy includes more details about how entrants can access or correct their information or make a privacy complaint. The Promotor and the OneToyota and OneLexus Groups may use the entrant's personal information to provide information about Toyota products, services, programs, special offers, promotions, surveys (unless and until the entrant advises otherwise). Entrants can advise the Promotor at any time if they no longer wish to receive this information by contacting the Promotor on 1800 023 009 or emailing [enquiries@lexusenquiries.com.au](mailto:enquiries@lexusenquiries.com.au). Entrants can advise Lexus Australia if they no longer wish to receive this information by following the instructions in the Privacy Policy available at [lexus.com.au/privacy](http://lexus.com.au/privacy).