# Toyota Power of Choice Sale Event Offer – Terms and Conditions

These terms and conditions apply to Customers who order an Eligible Vehicle during the Relevant Period and seek to claim the Toyota Power of Choice Event Offer (the "Offer").

The legal entity responsible for the Offer is Toyota (G.B.) PLC ("**TGB**") whose registered address is Toyota (G.B.) PLC, Great Burgh, Burgh Heath, Epsom, KT18 5UX

In these terms and conditions, "We" or "Our" is a reference to TGB and "You" or "Your" is a reference to the Customer.

#### 1. Definitions

The following definitions shall apply to these terms and conditions:

Customer means the person purchasing an Eligible Vehicle during the Relevant Period.

**Eligible Vehicles** means AYGO X, Yaris, Yaris Cross, Corolla, C-HR, C-HR Plug-In, RAV4, RAV4 Plug-In, bZ4X, Proace Verso EV & Proace City Verso EV.

PROACE EV, PROACE City EV, PROACE City, Corolla Commercial

**Offer** means the offering by Toyota GB Plc of £1000 to the Customer towards the purchase of any Toyota Product and/or Service.

Participating Centre means all Toyota dealerships.

Relevant Period means from 1 June 2024 to 30 June 2024 inclusive.

**Toyota Products and/or Services** means all Toyota products and Toyota services offered by the Participating Centre facilitating the sale of the Vehicle.

# 2. The Event

- 2.1. Between the 8 June and 16 June 2024 inclusive, We will be running the Toyota Power of Choice Sale Event (the "Event") at all Participating Centres where customers are invited to come and test drive a range of vehicles with different powertrains.
- 2.2. During this Event and for the Relevant Period thereafter, Customers will be eligible to claim the Offer upon the purchase of an Eligible Vehicle. The Offer shall be available to customers subject to these terms and conditions.

## 3. Eligibility

In order to be eligible for the Offer, You must meet the following criteria:

- 3.1. You are a resident in the United Kingdom;
- 3.2. You are aged 18 years or over; and
- 3.3. You have purchased a Eligible Vehicle during the Relevant Period.

Upon redemption of the Offer, You confirm that You meet the eligibility criteria as set out in this clause 3. We may require You to provide proof at any time that You are eligible to claim the Offer.

#### 4. The Offer and Redemption Process

- 4.1. The Offer provides Customers with £1,000 towards the purchase of any Toyota Products and/or Services. Please speak to your local Participating Centre about the various Toyota Products and Services available or visit the Toyota Website for further details.
- 4.2. In order to claim the Offer, You must complete the offer form either online at Toyota.co.uk or at a Participating Centre in advance of ordering an Eligible Vehicle. Upon submission of the offer form, You will receive an offer code that will need to be presented to Participating Centre at the time of ordering Your Eligible Vehicle.
- 4.3. You will be able to place the order for Your chosen Toyota Products and/or Services from the time of ordering the Eligible Vehicle up till the date of its registration, at which point the order for Your chosen Toyota Products and/or Services will be processed and completed. The Offer will expire on the date of registration and in the event, You fail to order Your chosen Toyota Product and/or Service, within this timeframe the Offer will no longer be available.

## 5. Limitations

- 5.1. The Offer is only available to You if You purchase an Eligible Vehicle in accordance with these terms and conditions
- 5.2. The Offer is only available to private retail customers purchasing an Eligible Vehicles in a Participating Centre during the Relevant Period. Purchases made via online retail are excluded from this Offer.
- 5.3. The Offer may not be claimed by a third party on Your behalf.

- 5.4. The Offer is non-exchangeable, non-negotiable, non-transferable and no cash alternative is offered.
- 5.5. There is a limit of one Offer per purchase of Eligible Vehicle. One Customer may purchase more than one Eligible Vehicle.

### 6. Limitation of liability

Insofar as is permitted by law, We, Our agents or distributors will not in any circumstances be responsible or liable to compensate You nor accept any liability for any loss, damage, occurring as a result of taking up the Offer. Your statutory rights are not affected.

# 7. Data Protection and Publicity

1. We will only process Your personal information as set out in our *Privacy Policy* 

#### 8. Termination

- 8.1. We reserve the right to hold, void, suspend, cancel, or amend the Offer at Our sole discretion.
- 8.2. If We have any reason to believe that You have or are going to breach these terms and conditions, We, at Our sole discretion, reserve the right to exclude You from the Offer.
- 8.3. In the event You choose to cancel Your order of the Eligible Vehicle, the Offer will automatically be withdrawn and any order of Toyota Products or Services will be cancelled accordingly.

### 9. General

9.1. We shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of Our obligations under it if such a delay or failure result from an event, circumstances or cause beyond Our reasonable control (excluding contracting third parties) which shall include but not be limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions or embargo; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion or accident; interruption or failure of utility services (Force Majeure Event).

- 9.2. The laws of England and Wales shall govern the construction, validity and operation of these terms and conditions and the performance of all obligations hereunder without regard for England and Wales choice of law provisions. All parties to these terms and conditions irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions and its subject matter or formation.
- 9.3. No third party can enforce these terms and conditions.
- 9.4. No failure or delay by a party to exercise any right will constitute a waiver of that right nor restrict the further exercise of that right. No single or partial exercise of any right will restrict the further exercise of that or any other right.
- 9.5. You may not have the right to assign or sub-contract Your rights and obligations under these terms and conditions.
- 9.6. These terms and conditions constitutes the entire agreement between the parties with respect to the subject matter of these terms and conditions and cancels and supersedes any prior understandings and agreements between the parties with respect to these terms and conditions.
- 9.7. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.
- 9.8. We reserve the right to amend these terms and conditions at Our sole discretion.