

# LONG BEACH SYMPHONY

ECKART PREU, MUSIC DIRECTOR

## 2017 Lexus Opportunity Drawing – RULES

### **Description of Opportunity Drawing:**

On May 13, 2017 at the Long Beach Symphony POPS! concert of the 2016-2017 concert season, the Long Beach Symphony Association, LBSA, (dba Long Beach Symphony Orchestra, hereafter “LBSO”) will conduct an Opportunity Drawing. The prize for the holder of the winning ticket is a 2017 Lexus NX 300h, generously donated for the purpose of this undertaking by Toyota Motor Sales, U.S.A., Inc. One vehicle will be awarded.

### **How to enter the Opportunity Drawing:**

#### **PLEASE NOTE:**

IN ACCORDANCE WITH CALIFORNIA LAW, NO TICKETS WILL BE SOLD VIA THE INTERNET OR BY EMAIL.

Opportunity drawing tickets may be purchased by credit card, check or cash:

- In person –
  - At the LBSO office at 249 East Ocean Blvd., Suite 200, Long Beach
  - At the May 13, 2017 Long Beach Symphony POPS! Concert
- By mail –
  - Using the Opportunity Drawing Form
  - By letter which includes the necessary information – name, address, phone, email, and payment)
- By phone –
  - Please contact Lisa Cochrane at (562) 436-3203, ext. 224

Tickets must be purchased on or before Saturday, May 13, 2017.

Tickets are available for sale, as follows:

<b>\$100</b>	One ticket
<b>\$500</b>	Seven tickets
<b>\$1,000</b>	Fifteen tickets

LBSO cannot be responsible for misdirected mail.

### **Chances of Winning:**

No more than 1,000 tickets will be sold. The chance of any individual ticket being the winning ticket will be at least one in one thousand. Odds of winning may increase based on the purchase of multiple tickets, or if fewer than the maximum number of tickets are sold by the deadline.

The prize shall be awarded on Saturday, May 13, 2017. The holder of the winning ticket does not need to be present to win.

### **Eligibility to Participate:**

Participants must have reached the age of eighteen years of age by May 13, 2017, be an individual legally residing in the continental U.S., and be a licensed driver;

The winner of the prize vehicle (“Donated Vehicle”) may not be an employee of Toyota Motor Sales, U.S.A., Inc. (“TMS”), that entity’s advertising agencies, or any of the aforementioned entities’ affiliates or subsidiaries, nor an individual domiciled with any such employee;

The winner of the Donated Vehicle may not be an employee of the LBSO;

The prize is non-transferable, and there will be no substitution or cash equivalent (except that LBSO and/or TMS reserves the right to substitute a prize of equal or greater value.)

**Obligations of winner:**

The winner shall be required to execute and notarize an affidavit of eligibility and liability/publicity release and return such affidavit to LBSO within fourteen (14) days or an alternative winner shall be selected by a drawing from all remaining tickets purchased and shall be drawn by the LBSO Executive Director. The drawing of an alternative winning ticket under these circumstances shall be witnessed by no fewer than two (2) witnesses;

The winner shall be responsible for all taxes, license, title and registration fees and any other costs, including without limitation any travel or transportation costs, associated with winning the Donated Vehicle;

Acceptance of a prize constitutes permission for LBSO and TMS and/or their designees to use the winner's name, address, photograph, testimonial or other likeness 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 winner to the greatest extent permitted by law.

**Disclaimers, limitations on liability, and legal compliance**

The Opportunity Drawing shall be staged in compliance with all applicable federal, state and local laws;

TMS shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the prizes provided pursuant to the Opportunity Drawing; provided, however, that TMS shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the Donated Vehicle;

The depiction of the donated Vehicle in any advertising or promotional materials may not reflect the actual vehicle delivered to the winner (LBSA has made every effort to make clear this provision in its promotional materials.)

The Donated Vehicle shall only be delivered in the continental United States. If the winner lives within a reasonable distance of TMS's Torrance, California headquarters' offices, the winner shall execute the necessary paperwork and take delivery of the Donated Vehicle at TMS's principal place of business in Torrance, California. Otherwise, TMS shall use reasonable efforts to have the Donated Vehicle delivered to the authorized Lexus dealership closest to the winner's primary residence in the continental United States;

TMS shall not be responsible for delays in delivery of the Donated Vehicle, and delivery is subject to availability. TMS, however, shall use all reasonable efforts, subject to availability, to deliver the Donated Vehicle within one hundred and eighty (180) days after receipt of the aforementioned, items/information. The winner shall bear all risk of loss or damage to the Donated Vehicle after it has been delivered to the specified delivery site. The winner must personally retrieve the Donated Vehicle within 14 days of written notification of delivery and must present adequate personal identification and evidence of legally required insurance (or an alternative winner shall be selected and the original winner's rights to the Donated Vehicle shall be automatically forfeited);

In the case of a dispute, the decision of the LBSO shall be final.

The Opportunity Drawing shall be void where prohibited or restricted by law.

**[END]**