Hollywood Bowl Opening Night VIP Raffle Official Rules

- 1. Eligibility: This promotion is for a raffle of one (1) Garden box of 4 seats at the Opening Night performance at the Hollywood Bowl on June 16, 2018 ("Opening Night"). This Opening Night VIP Raffle (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old or the age of majority in their jurisdiction of residence at the time of entry, whichever is greater. Employees of the Los Angeles Philharmonic Association, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a Raffle (the "Raffle"), where there will be one (1) winner for one Garden box of 4 seats. Winner will be chosen prior to the performance and will be notified via email/phone prior to Opening Night. Not more than 17,000 Raffle tickets will be sold. Raffle tickets may be purchased either online, via the Promotion webpage, further subject to the terms herein.
- **2. Sponsor**: Los Angeles Philharmonic Association ("Administrator"), 151 S Grand Avenue, Los Angeles, CA 90012.
- **3. Timing**: The Promotion begins on Tuesday, March 20 at 5:00pm Pacific Time ("PT") and ends on Saturday, June 16 at 2018 at 3:00pm (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion. Administrator will randomly select two (2) potential Raffle winners from all eligible entries on or around Tuesday, June 5th and Saturday, June 16th, 2018.

4. How to Enter:

During the Promotion Period, visit hollywoodbowl.com/hbopening2018 and complete the raffle entry page. You will receive one (1) entry per each Raffle ticket purchased upon completion of both the survey and registration form and receipt of payment for the Raffle ticket.

There is no limit as to how many Raffle tickets may be purchased (subject to ticket availability and first come, first serve). Raffle ticket availability is subject to the limit set

forth hereinabove. All potential winners are subject to verification before any prize will be awarded.

NO REFUNDS SHALL BE GIVEN, REGARDLESS IF ENTRANT HAS WON, LOST OR FORFEITED THE RAFFLE.

- **5. Raffle:** Administrator's decisions as to the administration and operation of the Promotion and Raffle and the selection of potential winner is final and binding in all matters related to the Promotion. Administrator will randomly select two (2) potential Raffle winners from all eligible entries on or around Tuesday, June 5th and Saturday, June 16th, 2018.
- 6. WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE RAFFLE SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AS RAFFLE WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.
- 7. Verification of Potential Winner: Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Winner will be given redemption instructions upon verification of their winning the prize. If a potential winner of the prize cannot be contacted, and/or fails to follow the redemption instructions, such potential winner forfeits the prize and Administrator will have no further obligation and/or liability in connection therewith. There will be no refund(s) given. In the event that the potential winner is disqualified for any reason, Administrator, at its sole discretion, may award the applicable prize to an alternate potential winner by random Raffle from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules.
- **8. Prizes**: Raffle Prize: There will be two (2) prizes consisting of one (1) Garden box of 4 seats for Opening Night at the Hollywood Bowl.

For All Prizes: No cash equivalent and prize is non-transferable and no substitution will be made except as provided herein at the Administrator's sole discretion. Administrator reserves the right to substitute prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use, if provided. TOTAL ARV OF PRIZE: \$680 Actual prize value may vary based upon location of winner's residence. Any difference between stated value and actual value will not be awarded.

- **9. Release**: By receipt of any prize, winner agrees to release and hold harmless the Los Angeles Philharmonic Association, County of Los Angeles, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, use, or misuse of any prize.
- **10. Publicity**: Except where prohibited, participation in the Promotion constitutes winner's consent to Administrator's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration to winner.
- 11. General Conditions: At its sole discretion, Administrator reserves the right to cancel, suspend and/or modify the Promotion or Raffle, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Raffle, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Raffle or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law.

 Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry the Promotion, or any part of it, for any reason, Administrator, at its discretion, may elect to hold a random Raffle from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons prevent the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the available number of prizes by a random Raffle among all legitimate, unawarded, eligible prize claims.

- 13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate California State Court located in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' or witness' fees or any other costs or penalties; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual, documented, reasonable and non-refundable out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. The maximum liability of Administrator shall not exceed the actual, documented, reasonable and non-refundable out-of-pocket expenses of claimant. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Promotion, 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.
- **14. Entrant's Personal Information**: Information collected from entrants is subject to the Administrator's Privacy Policy hollywoodbowl.com/hbopening2018