

Hermosa Beach Murals Project 2020 Raffle Terms and Conditions

Hermosa Beach Murals Project (“Sponsor”), a California nonstock corporation 501(c)(3) public charity with authority to transact business in the State of California, is pleased to be conducting the raffle (the “Raffle”). In order to participate in the Raffle, you must agree to these terms and conditions (“Rules”).

PLEASE CAREFULLY READ THE RULES BEFORE BUYING A RAFFLE TICKET. THE RULES CONTAIN IMPORTANT PROVISIONS ABOUT THE RAFFLE AND SPONSOR’S OBLIGATIONS WITH RESPECT TO THE RAFFLE. YOUR PURCHASE OF A RAFFLE TICKET CONSTITUTES YOUR ACCEPTANCE OF THESE RULES.

In particular, please pay careful attention to the eligibility provision below. Eligibility is limited, and the Raffle is void where prohibited.

1. Raffle Rules.

a. Purpose.

The purpose of the Raffle is to raise money for Sponsor. The Raffle is being lawfully conducted pursuant to CA. Penal Code Section 320.5.

b. How to Enter.

To enter the Raffle, you must purchase one (1) or more Raffle Ticket(s) in person from the Sponsor or at the website: <http://www.hermosamurals.org/> (the “Raffle Ticket”). Each Raffle Ticket costs \$20. There is no limit to the number of Raffle Tickets that may be purchased by each eligible person.

c. How the Winner will be Selected.

Sponsor will randomly select 5 winners from the pool of Entrants (the “Winner”) on 2 separate dates. 5 Winners will be announced at approximately 5:00 pm PDT on Tuesday, November 17, 2020 and 5 Winners will be announced at approximately 5:00 pm PDT on Friday, December 11, 2020 at 1407 Croaker Lane Carolina Beach, NC 28428. There will be at least one (1) witness present. The Winners do not have to be present to win. Sponsor will contact the Winners using the contact information provided in the winning submission and confirm that the Winners accepts the prizes acceptance agreement. If the Winners fail to respond to Sponsor promptly after being contacted, Sponsor will select alternative Winners from the pool of entries until it finds a responsive, qualifying Winners.

d. Prize.

The prize is one of 10 Special Edition Giclees. If the Winner is not present, at Sponsor’s cost, Sponsor will mail the Prize to the Winner at the contact information provided in the winning submission. 2. Sponsor. Sponsor is the sponsor of the Raffle. Sponsor has a principal address of 710 Pier Ave, Hermosa Beach, CA 90254. Sponsor is registered with California’s Charitable Solicitation Licensing Division (Reg. No. SL006958).

3. Eligibility.

The Raffle is open to individuals who are eighteen (18) years of age or older at time of entry and a legal resident of the United States of America. Each eligible person who purchases a Raffle Ticket shall be referred to herein as an “Entrant.” Employees and volunteers of Sponsor and its affiliates and members of their immediate families (spouses, parents, siblings, and children) are not eligible to enter or win. The Raffle is subject to all applicable federal, state, and local laws and regulations and is VOID WHERE PROHIBITED. Purchasing a Raffle Ticket constitutes an Entrant’s full and unconditional agreement to the Revised Rules. Sponsor’s decisions relating to the Raffle are final and binding in all matters relating to the Raffle.

4. Entry Period.

Entrants may purchase Raffle Tickets from 8 am EST on Tuesday, September 1, 2020 through 4:30 pm PDT on Thursday, December 10, 2020 or until 400 tickets are sold, whichever occurs earlier (the “Raffle Period”).

Only Raffle Tickets purchased during the Raffle Period will be accepted. Sponsor's computer is the official time.

710 Pier Avenue, Hermosa Beach, CA 90254 | Hermosa Beach Murals Project | HBMP@hermosamurals.org

Hermosa Beach Murals Project, Inc. is a Non-Profit Corporation (EIN: 27-1662126) and a 501(c)(3) Public Charity that operates under the registered dba: Hermosa Beach Murals Project and keeping the device for the Raffle. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human, or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to cancel or extend the Raffle at any time in its sole discretion.

5. Odds of Winning. Sponsor expects to sell 400 Raffle Tickets during the Raffle Period. In that case, entrants' odds of winning based on the purchase of a single Raffle Ticket would be 1 in 400. Entrants' actual odds will depend on the actual number of Raffle Tickets that Sponsor sells.

6. Prize. Winning the Prize is contingent upon the entrant fulfilling all the requirements in the Revised Rules. Failure to claim the Prize by the time or in the manner specified in that notification will invalidate any claim to the Prize. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRIZE IS PROVIDED "AS IS" AND IS NOT EXCHANGEABLE FOR FAIR MARKET VALUE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRIZE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Although Sponsor will arrange for and pay the cost of mailing the Prize to Winner, when necessary, Sponsor is not responsible for any damage to, or any loss of, the Prize in transit. After the Winner has been notified and has complied with all of these Revised Rules, Sponsor may announce the Winner on its website, Facebook Page, Twitter account, or through other media, as it determines in its sole discretion.

7. Taxes. Sponsor will provide an IRS Form W-2G to the Winner for the value of the Prize (fair market value of the Prize less the cost of the Raffle Ticket). The Winner will be solely responsible for all applicable taxes, fees, and surcharges associated with receipt and/or use of the Prize. Sponsor accepts no responsibility for the Winner's tax obligations and recommends that the Winner consult with a tax advisor.

8. Disputes. The Raffle and these Revised Rules are governed by the laws of the State of California, without reference to any applicable choice of law provisions. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within Los Angeles County, CA. By entering the Raffle, Entrants consent to the jurisdiction of the state courts of California and the federal courts located within California with respect to any action, dispute, or other matter pertaining to or arising out of the Raffle. Entrants agree that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by them, including costs associated with entering the Raffle, but in no event attorneys' fees, and (b) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

9. General Rules. Any failure by an Entrant to comply with any of these Rules may result in disqualification from the Raffle. Sponsor has the sole and absolute discretion to disqualify any entrant. All Raffle Ticket sales are final and non-refundable. Sponsor is not responsible for any typographical errors in these Revised Rules or in any other communication surrounding the Raffle or for any technical malfunction or error relating to the Raffle. Sponsor reserves the right to amend or interpret the Revised Rules at any time, upon published notice to participants on its website. Entrants agree to release, indemnify, and hold harmless Sponsor and its trustees, officers, employees, agents, and representatives from any and all liability arising out of their participation in the Raffle. Any attempt by an individual to undermine the legitimate operation of the Raffle is a violation of criminal and civil laws. In the event such an attempt occurs, Sponsor reserves the right to seek damages from such individual to the fullest extent permitted by law.

IN NO EVENT SHALL SPONSOR HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER IN RELATION TO THE RAFFLE OTHER THAN AS SET FORTH IN THESE REVISED RULES.