

# University of La Verne

## 2025 Opportunity Drawing

### Official Rules

**1. Official Contest Rules.** These are the Official Contest Rules (the “Contest”) sponsored by the University of La Verne (the “University of La Verne”) (hereafter the “University”).

**2. Eligibility.** The Contest is open to anyone 18 years or older (“Eligible Person”). Each Eligible Person who enters the Contest is a “Contestant”. OREMOR Automotive Group employees and immediate family members residing in the same household are excluded from participating and are not eligible to win the grand prize.

**3. Sponsor of Contest.** The Contest is sponsored by the University, which is located at 1950 Third Street, La Verne, CA 91750.

**4. Agreement to Abide By Official Contest Rules.** By submitting an Entry into the Contest in accordance with Section 6, the Contestant fully and unconditionally accepts the Official Contest Rules and agrees to perform all conditions and obligations required herein. Each Contestant acknowledges that winning a prize is contingent upon performing all conditions and requirements herein.

**5. Contest Period.** The Contest begins on March 3, 2025 and ends on May 03, 2025 (“Contest Period”). The winner will be selected during the Scholarship Gala on May 03, 2025 at approximately 8:00pm (PDT).

**6. How to Enter.** Any Eligible Person may enter the Contest by obtaining an official numbered contest ticket (“Contest Ticket”) from the University during the Contest Period. Contest Tickets may be obtained in the following manner: (1) by visiting and downloading the Ticket Order Form and submitting the order form via regular mail with sufficient postage to the University at University of La Verne, Attn: University Advancement-Car Drawing, 1950 Third Street, La Verne, CA 91750 and postmarked on or before April 25, 2025; (2) by calling (909) 448-4774 to place an order over the phone or to request that an official entry form be mailed to you.

**7. Fee for Contest Tickets.** The Contest is a fundraiser for the University. Contest Tickets can be purchased from the University in increments of one for \$125 each. For promotional purposes and at the University’s sole discretion, the University may increase the number of Contest Tickets received per entry. The odds of winning the Grand Prize depend on the number of Contest Tickets issued and received.

**8. Winner Need Not Be Present to Win.** The Grand Prize Winner of the Contest does not need to be present at the drawing to win. The University will make a reasonable effort to contact the Grand Prize Winner by telephone and/or email. If unsuccessful, the University will notify the Grand Prize Winner in writing by certified, return receipt U.S. Mail sent to the address provided by the Grand Prize Winner.

**9. Selection of Grand Prize Winner.** One Grand Prize Winner will be selected from all Contestants as follows:

On May 03, 2025, at approximately 8:00pm (PDT) during the Scholarship Gala, the University will randomly select one Contest Ticket from among all Contest Tickets obtained in compliance with these Official Contest Rules. The Contestant owning the selected Contest Ticket will be deemed the Grand Prize Winner. If there is more than one name on the Contest Ticket, the Grand Prize will be awarded to the first named Eligible Person on the Contest Ticket. It is the sole responsibility of the Grand Prize Winner in a multiple-party entry to allocate any prize among the participants in a multiple-party entry. The drawing will be held as scheduled, regardless of the number of Contest Tickets procured.

All drawing and Grand Prize Winner selection results are final. The odds of winning the Grand Prize depend on the number of Contest Tickets issued and received. For a list of the Grand Prize winner, please visit our website at [laverne.edu/cardrawing](http://laverne.edu/cardrawing). The Grand Prize Winner will be posted no later than June 3, 2025.

**10. Grand Prize.** The grand prize is a 2025 Toyota RAV4 Hybrid XLE, a value of \$37,724.00 (the “Grand Prize”). The Contestant selected as the winner of the Contest will receive ownership of and legal title to the Grand Prize.

The Grand Prize does not include income taxes; license, title, and registration fees; or any other costs associated with the winning and use of the Grand Prize. The Grand Prize is nontransferable and non-refundable and must be accepted as awarded in “as-is, where-is, with all faults” condition. Except as expressly stated in these Official Contest Rules, the University makes no representation or warranty of any kind or character, expressed or implied, concerning the Grand Prize. The Contest Grand Prize Winner shall be responsible for all income taxes, license, title, and registration fees; and any other costs associated with the winning and use of the Grand Prize.

**11. Tax Withholding for Grand Prize.** The Grand Prize Winner is responsible for paying all applicable withholdings, taxes, and licenses associated with winning and use of the Grand Prize. These must be paid prior/upon taking possession of the Grand Prize.

Pursuant to applicable federal and state law, the Grand Prize Winner will be responsible for paying 24% of the fair market value of the Grand Prize, less the amount the Grand Prize Winner paid in total tickets purchased for the winning Contest Ticket (the “Net Amount”). The fair market value of the Grand Prize is \$37,724.00 (excluding title, license, and registration fees.) For example, if Leo purchased two \$125 tickets and was the grand prize winner of a car worth \$37,724.00 (fair market value), Leo must pay the 24% income tax withholding amount of \$8,993.76.  $(\$37,724.00 - \$250) \times 24\% = \$8,993.76$ . The costs for title, license, and registration fees will be in addition to the income tax withholding.

Within 72 hours of the vehicle becoming available, the Grand Prize Winner must complete a “Gift Acceptance Form” (provided by the University), pay all required taxes to the University, take delivery of the Grand Prize, and meet all other requirements of these Official Contest Rules. If the Grand Prize is not redeemed by that date, or if the Grand Prize Winner does not otherwise meet all requirements of these Official Contest Rules by that date, then the Grand Prize is automatically forfeited and the University will select a new Grand Prize Winner at random from all remaining Contest Tickets. Within 30

calendar days of being selected, the new Grand Prize Winner must pay all required taxes to the University, take delivery of the Grand Prize, and meet all other requirements of these Official Contest Rules. The University will repeat this selection process until a Contestant is selected who complies with all Official Contest Rules and the Grand Prize is awarded. Delivery of the Grand Prize must be taken from Tustin Toyota in Tustin, California and is not eligible for shipment.

**12. Certificate of Eligibility and Liability/Publicity Release.** To receive the Grand Prize, the Grand Prize Winner must sign a Certificate of Eligibility and Liability/Publicity Release, substantially in the form attached hereto (the "Release"). The Release must be received by the University on or before June 03, 2025. If the Grand Prize Winner fails to sign and return the Release to the University by June 03, 2025, or otherwise fails to meet the requirements of these Official Contest Rules, then the Grand Prize is automatically forfeited and the University will select a new Grand Prize Winner at random from all remaining Contest Tickets. Within 30 calendar days of being selected, the new Grand Prize Winner must sign the Release, the Release must be received by the University, and the New Grand Prize Winner must satisfy all other requirements of these Official Contest Rules. The University will repeat this selection process until a Contestant is selected who fulfills all Official Contest Rules and the Grand Prize is awarded.

**13. Publicity.** Acceptance of the Grand Prize constitutes permission for the University and/or its designees to use the Grand Prize Winner's name, hometown, photograph, testimonial, or other likeness, and/or Grand 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 Grand Prize Winner, to the extent permitted by law.

**14. General Conditions.** The University will stage the Contest to be conducted in compliance with all applicable federal, state, and local laws, and the Contest is void where prohibited or restricted by law. The University reserves the right to cancel, suspend, and/or modify the Contest if any fraud or other problem corrupts the administration, security, or proper play of the Contest, as determined by the University in its sole discretion. In such event, the University reserves the right to award the Grand Prize according to the "Selection of Grand Prize Winner" criteria from among the eligible Contest Tickets received as of the date of impairment. The University reserves the right to disqualify any individual it determines, in its sole discretion, has tampered or intends to tamper with the entry process or the operation of the Contest, or is acting in violation of these Official Contest Rules or in an unsportsmanlike or disruptive manner. Any attempt to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the University reserves the right to seek damages from any such person to the fullest extent permitted by law. The University's delay or failure to enforce any term or provision of these Official Contest Rules shall not constitute a waiver of that provision.

**15. Release.** Except where prohibited, each Contestant agrees to release and hold harmless the University, and its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or the receipt or use of any prize.

**16. Limitations of Liability.** Except where prohibited, each Contestant agrees that the Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by a Contestant or

printing errors; (b) unauthorized human intervention in any part of the Contest; (c) technical or human error that may occur in the administration of the Contest or the processing of entries; or (d) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a Contestant's participation in the Contest or receipt of any prize.

**17. Disputes.** Except where prohibited: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest or any prize awarded there under, other than the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims, and causes of action arising out of or connected with the Contest shall be resolved in Los Angeles County, State of California and consent to jurisdiction of the appropriate court in Los Angeles County is given by the Contestant; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but shall not include attorney's fees or costs; and (d) under no circumstances will a Contestant be permitted to obtain punitive damages, incidental or consequential damages, or any other damages except as provided by this Section, and any rights to have damages multiplied or otherwise increased is waived by the Contestant. These Official Contest Rules shall be interpreted in accordance with California law.

**18. Refunds.** No refunds for Contest Tickets obtained by a purchase will be given after 7:00pm (PDT) on May 03, 2025. Any orders for Contest Tickets received after 7:00pm (PDT) on May 03, 2025, shall be deemed null and void and any monies submitted in connection with the same shall be refunded.

Contest Ticket numbers may take up to one week to be received by the Contestant. Refunds will not be given for Contest Ticket numbers that are not received prior to the drawing, unless the Contestant gives the University notice on or before May 03, 2025 at 7:00pm (PDT) that Contest Tickets were not received and you would like a refund.

# University of La Verne

## Certificate of Eligibility and Liability/Publicity Release

In accordance with my acceptance of a University of La Verne opportunity drawing prize, I hereby state the following:

\_\_\_\_\_ I have read, understand, and agree to the Official Rules of the opportunity drawing, which are attached.

\_\_\_\_\_ I hereby consent that except where prohibited by law, names and/or likenesses and quotes of winners may be disclosed to and used by the news media and may otherwise be used by University of La Verne for publicity purposes and in any announcement of prize winners to be published in print, announced on the University radio station and the University of La Verne website.

\_\_\_\_\_ For myself and all persons acting through me or on my behalf, I do hereby release the University of La Verne, its officers, directors, employees, and agents from any and all liability for injuries, losses, or damages of any kind caused by participating in the drawing or winning any prize or resulting from acceptance, possession, use or misuse of any prize and each winner agrees to indemnify and hold University of La Verne harmless from any and all losses, damages, rights, claims, and actions of any kind rising in connection with or as a result of participating in the drawing or the winner's acceptance or use of any prize, except such liability as may arise out of such released person's gross negligence or willful misconduct.

\_\_\_\_\_ I understand all federal, state and/or local tax consequences of these winnings.

\_\_\_\_\_ I am a legal resident of the United States.

\_\_\_\_\_ I am at least eighteen (18) years of age.

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_