

Cannondale Giveaway

OFFICIAL RULES

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **GRAND PRIZE WINNER WILL WIN A GIFT CERTIFICATE VALUED AT \$1,000 FROM HELEN'S CYCLES GOOD TOWARD THE PURCHASE OF A NEW CANNONDALE BIKE.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES

1. Eligibility. The Cannondale Sweepstakes (the “**Sweepstakes**”) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) states in the United States, Puerto Rico or the District of Columbia, and who are at least eighteen (18) years of age or older at the time of entry. Employees, officers, directors, national chairs, and service providers of The Jewish Federation of Greater Los Angeles (“**Sponsor**”) and its agents (collectively, the “**Sweepstakes Entities**”), as well as the immediate family members and/or those living in the same household (whether legally related or not) of each of the foregoing are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “**Official Rules**” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

Additionally, Sponsor reserves the right to conduct background checks on the potential winners and the potential winner’s companion, as a condition to receipt of the prize. Winners and each winner’s selected companion must first submit to such background check and cooperate with Sponsor in any way that Sponsor requests in order to be eligible to receive the prize. Sponsor reserves the right, in its sole discretion, to disqualify any winner and/or winner’s companion

based on such background check if Sponsor determines, in its sole discretion that awarding the prize to such winner might reflect negatively on Sponsor.

2. How to Enter. The Sweepstakes begins on or about 9:00 a.m. Pacific Time (“PT”) on October 5, 2016 and ends at 11:59 p.m. PT on October 16, 2016 (“Sweepstakes Period”). There are two (2) methods of entry for this Sweepstakes:

(i) Online Entry. During the Sweepstakes Period, registered riders for the 2016 Tour de Summer Camps will receive one entry for any donation of \$18 or more that is showing on their fundraising page or donated to the 2016 Tour de Summer Camps. You may visit the event website (tourdesummercamps.org) to contribute (the “Website”). .

(ii) Mail-In Entry. To enter the Sweepstakes without making a monetary donation to Sponsor, legibly hand print on a 3’ x 5’ card your full name, complete address, home or cellular telephone number (including area code), e-mail address and date of birth and mail it with proper postage to: The Jewish Federation of Greater Los Angeles, 6505 Wilshire Blvd., Suite 1000 [MS1], Los Angeles, California 90048. **TO PROTECT YOUR PRIVACY, WE RECOMMEND YOU SEND THE 3x5 CARD IN AN ENVELOPE. All mail-in entries must be postmarked by October 15, 2016, and received no later than October 18, 2016 to be eligible.**

Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. All materials submitted become the property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. For purposes of this Sweepstakes, an on-line entry is “received” when the Website’s servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an entry for purposes of this Sweepstakes. The Website’s database clock will be the official timekeeper for this Sweepstakes. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor may run multiple campaigns, contests,

sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

3. Winner Selection and Prize Claiming. There will be a total of one (1) winner selected in this Sweepstakes. The potential winner from the Early Entry Period will be selected through a random drawing on or about **October 19, 2016** from all eligible entries received. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final. The winner will be notified in a commercially reasonable time after the drawing. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an e-mail and/or the placing of a phone call. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

Additionally, the potential winner will be required to submit to a background check before being deemed eligible to receive their prize (defined below). Sponsor reserves the right to disqualify any individual whose background check reveals information that is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (which may be determined by Sponsor, at its sole and absolute discretion).

If a potential prize winner does not meet eligibility requirements, has not complied with these Official Rules, is unable to attend or participate in any portion of the prize, declines the prize for any reason prior to award, fails to respond to the notification within five (5) days, or if the prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner will be disqualified, and an alternate will be selected from the remaining entries, in the same manner as outlined above. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

4. Odds. Odds of winning will depend upon the total number of eligible entries received for each applicable entry period.

5. Prize and Values. The total approximate retail value (“**ARV**”) of the prize is: One Thousand Dollars (U.S. \$1,000.00). The prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. No travel costs or other accommodations will be awarded to the winners. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change. The prize is awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid

social security number or tax identification number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners for the actual value of the prize received. Unclaimed prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize.

6. Publicity Release. Subject to applicable law, winners irrevocably grant the Sweepstakes Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness, photograph, and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, as well as in connection with promoting The Jewish Federation of Greater Los Angeles, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the winners. Entrants agree not to issue any publicity concerning the Sweepstakes Entities.

7. Tampering with Sweepstakes. The Sweepstakes Entities are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

8. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control

corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Sweepstakes; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.

9. Waivers, Disclaimers and Releases. By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless the Sweepstakes Entities and each of their respective directors, officers, employees, agents, successors and assigns (“**Released Parties**”) from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants’ participation in the Sweepstakes and/or related to any prize (including, without limitation, losses, damages or injuries to entrant’s or any other person’s equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize). Without limiting the generality of the foregoing, entrants agree that the Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize’s quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations (“**Suppliers**”) as a part of the prizes provided in connection with the Sweepstakes; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website or Sponsor or affiliated entities’ respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant’s (or any third person’s) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties

provided exclusively by a Supplier that may be sent along with a prize. Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

10. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used by Sponsor to communicate with entrants in relation to this Sweepstakes or on a Sweepstakes winner's list. Sponsor's [Privacy Policy](#) shall also apply to the information collected on the entry forms in connection with this Sweepstakes. Entrants who enter this Sweepstakes through the online method of entry will automatically be placed on Sponsor's email marketing contact list, but may opt out at any time through the method set forth in the e-mail.

11. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS'

REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

12. Dispute Resolution. The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, CA; provided, however, if this location is not convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

13. List of Sweepstakes Winners/Official Rules Requests. To receive a list of winners, send a stamped self-addressed envelope prior to November 1, 2016 to: "Sweepstakes Winners List", The Jewish Federation of Greater Los Angeles, 6505 Wilshire Blvd., Suite 1000/MH, Los Angeles, California 90048. Please indicate which Sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Sweepstakes Official Rules", The Jewish Federation of Greater Los Angeles, 6505 Wilshire Blvd., Suite 1000/MH, Los Angeles, California 90048, prior to the end of the Sweepstakes Period. Please indicate which Sweepstakes Official Rules you are requesting by referencing the name of the Sweepstakes in your request. Vermont residents may omit return postage with Official Rules requests.

14. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained

herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

15. Sponsor. This Sweepstakes is sponsored by The Jewish Federation of Greater Los Angeles, 6505 Wilshire Blvd., Suite 1100, Los Angeles, California 90048. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.