

LA OPERA "2019 PLÁCIDO DOMINGO AWARDS" SWEEPSTAKES

SPONSORED BY LOS ANGELES OPERA LOCATED AT 135 NORTH GRAND AVENUE, LOS ANGELES, CA 90012 ("Sponsor").

NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE EIGHTEEN (18) YEARS OR OLDER AND A LEGAL RESIDENT OF THE STATE OF CALIFORNIA, UNITED STATES. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. OTHER RESTRICTIONS MAY APPLY. VOID WHERE PROHIBITED BY LAW.

OFFICIAL RULES FOR THE LA OPERA "2019 PLÁCIDO DOMINGO AWARDS" SWEEPSTAKES ("Sweepstakes" or "Promotion"):

1. Eligibility: This Sweepstakes is limited to legal residents of the State of California, United States who are eighteen (18) years of age or older at the time of entry (an "Entrant"). Sweepstakes is void wherever taxed, restricted or prohibited by law. Entrants must provide accurate and verifiable information on entering the Sweepstakes. Any invalid or incorrect information will constitute cause for disqualification and Entrant will be ineligible to claim the prize (the "Grand Prize") as described below. Sponsor is not liable for the Grand Prize, or otherwise, to an Entrant who is in violation of these Official Sweepstakes Rules.

2. Excluded Entrants: Employees, officers, directors, agents, successors, and assignees of Sponsor, Los Angeles Opera ("LA Opera"), as well as family and household members of the same, are ineligible to participate in the Sweepstakes and will be ineligible to win the Grand Prize. Entrants residing in states where this Sweepstakes is prohibited by law or subject to other requirements which Sponsor has not complied, are ineligible to participate in the Sweepstakes and will be ineligible to win the Grand Prize (as defined below).

3. The Sweepstakes Period: The Sweepstakes period begins at 12:00:01 AM Pacific Time ("PT") on October 1, 2018 and ends at 11:59:59 PM PT on December 31, 2018, provided that all entries for the **Grand Prize (defined below) must be received by 11:59:59 p.m. PT on December 31, 2018** (the "Sweepstakes Period"). All entries must be received during the Sweepstakes Period to be eligible.

4. How to Enter: You can enter the sweepstakes one of the following ways. **Email:** Send name, email address, physical address, and phone number to join@laopera.org. **Online:** Make a contribution of \$50 or more online at <http://www.laopera.org/donate> and be automatically entered to win. **Phone:** Make a contribution of \$50 or more by phone and be automatically entered to win. **Mail:** Make a contribution of \$50 or more by mail and be automatically entered to win. All entries become the property of the Sponsor and will not be acknowledged. By entering the Sweepstakes, all Entrants agree to abide by these Official Sweepstakes Rules.

5. Winner Selection/Odds of Winner. One (1) drawing will occur as follows:

- **Grand Prize Drawing:** One (1) Grand Prize Winner will be determined in a random drawing conduct by Sponsor on or about January 11, 2019, from among all eligible entries received by 11:59:59 p.m. on December 31, 2018.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received.

6. Notification to Winner: Potential winner will be notified by e-mail and/or telephone within twenty-four (24) hours after the applicable drawing, using the contact information supplied at the time of entry.

IMPORTANT: Grand prize potential winner must respond to the initial email notification within seventy-two (72) hours after delivery. Failure to comply with any requirements on a timely basis may result in disqualification and award of prize to an alternate winner.

7. Void/Disqualified Entries: Incomplete entries are void. Entries that have been altered in any manner are void. Entries which are not in compliance with these Official Sweepstakes Rules or that Sponsor otherwise deems to be inappropriate, in its sole discretion, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods or third-party software or website or any other devices which subvert or manipulate the entry process will void all Entries by such methods, and disqualify any Entrant using such methods.

8. Privacy Rights: Entrant's information provided to Sponsor will be the contact information used to communicate with Entrant. For more information on LA Opera's Privacy Policy, please visit <http://www.laopera.org/Contact-Us/Privacy-Policy/>,

9. Rights Granted: By entering the promotion, should Entrant win and accept the Grand Prize, Entrant hereby grants to Sponsor an irrevocable, worldwide, royalty-free, non-exclusive license, with the right to sub-license or transfer the same, to use Entrant's name, image, likeness, address (city and state), biographical information, statements, and the sound of Entrant's voice, and any material based thereon or derived therefrom, in all forms and media, whether now known or hereafter devised, and in all manners in Sponsor's sole discretion, including, without limitation, still photographs, print ads, film, audio and/or video tape, or other lawful purposes, in all domestic and foreign markets, without compensation, except here prohibited by law. Entrant understands that his/her image may be edited, copied, exhibited, published or distributed and hereby waives any right to inspect or approve the finished version(s), including written copy that may be created in connection therewith. Sponsor reserves the right to interview and feature the Grand Prize Winner (defined below) on Sponsor's website(s) and social media channels.

10. Prizes:

The Grand Prize: One (1) Grand Prize is available: Two (2) tickets for the 2019 Plácido Domingo Awards to be held on May 5, 2019. Total ARV of all Sweepstakes prize is \$1,000.

11. Grand Prize Conditions:

(i) Event is scheduled for 5/5/19, but the date is subject to change. Nothing set forth herein shall be construed to require Sponsor to hold the performance at any particular time, or at all. The Prize is non-transferable and no substitutions or cash awards are allowed, except at the discretion of the Sponsor, in which case a prize of equal or greater value will be awarded. In no event shall the Sponsor be obligated to award more than the number and type of prizes stated in these Official Sweepstakes Rules.

(ii) Any necessary travel arrangements will not be paid for or arranged by Sponsor. Sponsor will not replace any lost or stolen tickets.

(ii) The Grand Prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the prize release documents.

12. Taxes: Winners are responsible and liable for all federal, state and local taxes on the actual retail value of any prize received.

13. Reservation of Sponsor's Rights: Sponsor reserves the right, at its sole discretion, to (i) disqualify any individual it suspects of tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with

intent to annoy, abuse, threaten or harass any person or entity; or (ii) substitute the specified Grand Prize with a similar prize of equal or greater value if any such prize becomes unavailable.

If, for any reason, the Sweepstakes is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures, unauthorized human intervention or any other causes which Sponsor, in its sole opinion, deems could corrupt, manipulate or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and post notice of the action on its website, and/or where it sees fit. In such circumstances, a winner will be selected in a random drawing from among all valid, non-suspect, eligible Entries received which are unaffected by the problem or as otherwise may be deemed fair and equitable by Sponsor.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Force Majeure: In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. Indemnity: Each Entrant, including the Grand Prize Winner and his/her guest, agrees to indemnify Sponsor and each of its officers, directors, employees, advisors, assignees, agents, licensees, representatives, and any other person or entity associated with this promotion, from any and all liability arising from acceptance, possession, use or misuse of the Grand Prize, including participating in this Sweepstakes or in any Sweepstakes-related activity, whether sponsored, held by, or paid for by a third party or by Sponsor and for any claims based on publicity rights, defamation or invasion of privacy.

16. No Warranty: Entrant acknowledges that Sponsor has not made any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Sweepstakes and/or any prizes other than expressly set forth in these Official Rules. **THE GRAND PRIZE IS AWARDED AND DELIVERED BY SPONSOR AND ACCEPTED BY THE GRAND PRIZE WINNER AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESSED OR IMPLIED, IT BEING THE INTENTION OF SPONSOR AND THE GRAND PRIZE WINNER, EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE, OR BY ANY DESCRIPTION OF THE GRAND PRIZE AWARDED AND DELIVERED HEREUNDER AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE CALIFORNIA COMMERCIAL CODE.**

17. Disclaimers: No responsibility or liability is assumed for: (i) late, lost, stolen, incomplete, misdirected, garbled, damaged, delayed or undelivered entries; (ii) any virus contracted by an Entrant's computer through participation in the Sweepstakes; (iii) any incorrect or inaccurate information, whether caused by

computer or Internet malfunction or interference, tampering, manipulation, weather or natural disaster, acts of war, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (iv) any error, omission, interruption, deletion, defect or delay in operation; (v) failed computer, satellite, telephone, wireless or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions, technical error, theft or destruction or unauthorized access; (vi) any errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the notification of the potential winners, , or in any Sweepstakes-related materials; and/or (vii) lost, interrupted, inaccessible or unavailable network, server, wireless service, Internet Service Provider (ISP), website, or other connections or any combination thereof.

18. Release of Liability: Entrants hereby release Sponsor and each of their officers, directors, employees, advisors, assignees, agents, licensees, representatives and any other person or entity associated with this promotion from any and all liability and future claims, actions, interests, demands, rights, damages, costs, expenses, and compensation, of any nature whatsoever, for any injuries, losses or damages of any kind to persons, including death and bodily injury, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize or any element thereof, or from participating in this Sweepstakes or in any Sweepstakes-related activity, whether sponsored, held by, or paid for by a third party or by Sponsor and for any claims based on publicity rights, defamation or invasion of privacy which Entrant may have or which may hereafter accrue. It is understood and agreed that Entrants hereby expressly waive all rights under Section 1542 of the Civil Code of California, which provides as follows: "CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19. Governing Law: The laws of the United States govern this promotion. In addition, Entrant's participation in the Sweepstakes or the rights and obligations of Entrant or Sponsor under these Official Sweepstake Rules shall be construed and enforced according to the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.

20. Mandatory Arbitration: Entrant agrees that any dispute or controversy arising out of or in connection with this Sweepstakes or the Grand Prize awarded, other than matters pertaining to injunctive relief, including without, limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, shall, upon the written demand of either Entrant or Sponsor served upon the other, be submitted to the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), for arbitration. Such arbitration shall be held in JAMS office located in Los Angeles, California, or such other location as shall be designated by Sponsor. The arbitration proceedings shall be conducted in accordance with the rules and procedures as may be established by the arbitrator. The attorneys for each party shall select an arbitrator mutually acceptable to them. If they are unable to agree upon an arbitrator, then the selection will be made by JAMS. The arbitrator's determination of the dispute or controversy shall be final and binding on the parties. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and the parties hereby consent to the jurisdiction of the courts of the State of California (including the federal courts located therein) for this purpose. The parties specifically confer upon the arbitrator the right to direct each of the parties to produce in advance of the hearing(s) whatever documents the arbitrator deems appropriate.

21. Limitation on Damages: Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event and under no circumstances will Entrant be permitted to obtain awards for attorneys' fees. The parties hereby agree that the arbitrator shall not have jurisdiction to award punitive damages. ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR

GRAND PRIZE WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE GRAND PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES.

22. Non-Waiver: No waiver of, or failure by, Sponsor to enforce any provision, covenant, condition or right under these Official Sweepstakes Rules (collectively "Right") shall be construed as a subsequent waiver of the same Right or a waiver of any other Right. No extension of time for performance of any obligations or acts of Entrant shall be deemed an extension of the time for performance of any other obligations or acts of Entrant.

23. Copy of Rules: To receive a written copy of the Official Sweepstakes Rules or the name of the Grand Prize Winner, send a self-addressed stamped envelope to LA OPERA, 135 NORTH GRAND AVENUE, LOS ANGELES, CA 90012.