

## **Medford Nissan Feel The Beat Sponsorship Request Form**

Medford Nissan will be donating \$2000 a month to a local school for the Music program of their choice.

Each local school has an opportunity to win the sponsorship donation once per year.

Please fill out the below sponsorship request info for a chance to win:

School Name: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Music Program Name: \_\_\_\_\_

What will the donation be used for? \_\_\_\_\_

Below are the guidelines for inclusion:

- 1) Each school can submit a sponsorship request explaining the music program they would like the donation for.
- 2) All sponsorship request entries must be submitted by the 10<sup>th</sup> of each month
- 3) The winners will be chosen by a drawing. The drawing for the winning school will be the 15<sup>th</sup> of each month and will be posted live to the dealership Facebook.
- 4) The Winning school's music program participants will be invited to the dealership for food, a money grab, and to be presented with a check. This will happen on the 3<sup>rd</sup> Thursday of each week month.

Please email all sponsorship requests to Chip Edwards, GM of Medford Nissan: [JamesEdwards@lithia.com](mailto:JamesEdwards@lithia.com)

### **To begin February 2020**

Disclosure: No purchase necessary. One entry per school, per month. Winners will be removed from drawing for a calendar year. A sponsorship request must be submitted monthly to be included in the drawing.

## OFFICIAL CONTEST RULES

### 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

**THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW.**

2. **SPONSOR:** \_\_\_Lithia Nissan of Medford\_\_\_\_\_ (“Lithia”), is solely responsible for all aspects of the \_\_\_Medford Nissan Feel the Beat sponsorship\_\_\_\_\_ (the “Contest”).

3. **RULES:** The Official Rules of the Contest (the “Official Rules”) are comprised of the terms and conditions on the front and back of this sheet of paper. By submitting a Contest entry form (“Entry”), entrants agree to these Official Rules, which are final and binding in all respects.

4. **CONTEST ENTRY PERIOD:** The Contest will run from \_\_\_January 2020\_\_\_\_\_ until \_\_\_December 2020\_\_\_\_\_. All Contest Entries must be received by 5:00 p.m. PST on \_\_\_\_\_the 10<sup>th</sup> of each month\_\_\_\_\_.

5. **HOW TO ENTER:** The front page of these Official Rules explains how to enter this Contest.

6. **ELIGIBILITY:** Contest is only open to individuals who are (a) eighteen (18) years of age or older as of the date of submission; (b) legal residents of the fifty (50) United States or the District of Columbia; and have (c) **not** been convicted of a violent offense, felony, crime of moral turpitude, or misdemeanor, other than minor traffic ticket(s) or parking violation(s). Any individual(s) employed by Lithia Motors or its affiliates or involved in the creation of these Rules and or the administration of the Contest and members of their household(s) are not eligible to enter or win.

7. **LIMITATIONS OF LIABILITY:** Lithia does not warrant that the Contest will be error free or that it will not make mistakes in the selection of a Contest winner. Lithia, in its sole discretion, may modify, suspend or terminate this Contest in the event that the Contest cannot be conducted as planned by causes beyond the control of the Lithia, including but not limited to power outages, the unavailability of the Internet, weather, strike, civil unrest, acts of terrorism, quarantine or acts of God. Contest void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations. Lithia reserves the right at its sole discretion, to disqualify any individual (and all of his or her Entries) who tampers with the submission process.

8. **WINNER:** On or around \_\_\_the 15<sup>th</sup> of each month\_\_\_\_\_, one (1) winner will be chosen from the eligible entrants by Lithia, in its sole discretion. The winner will be notified by e-mail and/or telephone on or about \_\_\_the third Tuesday of each month\_\_\_\_\_. In order to claim the Prize, the winner must comply with all of the following: (a) respond to the foregoing notification; (b) complete and return all required legal paperwork (if any); (c) provide evidence of identity and residency if requested; and (d) execute and return any and all required Contest forms, which may include but is not limited to (i) a W-9 Form; (ii) a notarized Affidavit of Eligibility (which may include a liability release that releases Lithia from all liability in connection with the Contest and Prize); and/or (iii) a publicity release (where permitted by law). If the winner fails to comply with any of the above conditions, then the Prize may be forfeited. Return of any prize notification as undeliverable may result in disqualification.

9. **PRIZE:** \_\_\_\$2000\_\_\_\_\_ donation to Music Program\_\_\_\_\_. No substitutions are allowed by the Contest Winner(s); however; at Lithia’s sole discretion, a prize of equal or greater value, may be substituted. The Prize is not

redeemable for cash or transferable. Winner is solely responsible for all federal, state and local taxes incurred in receiving the Prize. After winner claims and receives his/her prize, Lithia will have no further obligation to him/her. Winner understands that Lithia may (a) take photographs and/or film the Prize winner with or without the lease vehicle won in the Contest; and/or (b) conduct an on-camera interview with winner regarding the Contest, where permitted by law.

10. **GENERAL CONDITIONS:** By entering this Contest, you accept and agree to abide by these Official Rules and the decisions of the Lithia in connection with the Contest, which are final on all matters relating to the Contest. Entrants further represent and warrant that, by entering this Contest, they agree to release Lithia, its directors, officers, employees, representatives and agents from any and all liability arising out of entrants participation in this Contest, including but not limited to claims for defamation, invasion of privacy or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

11. **WINNER’S CONDITIONS:** By accepting the Prize, winner further agrees to release Lithia, its directors, officers, employees, representatives and agents from any and all liability arising out of winner’s acceptance of the Prize, including without limitation, personal injury, death, and property damage. Refusal or inability of the winner to comply with any of the above conditions may result in disqualification as a winner or forfeiture of the Prize. Winner is responsible for any travel and/or lodging costs associated with claiming the Prize, including the value of any time off from work or otherwise in connection with claiming the Prize.

12. **NOTICE:** Any attempt by an individual to undermine the legitimate operation of this Contest may be a violation of civil laws. Should such an attempt be made, Lithia reserves the right to seek damages from any such individual to the fullest extent permitted by law.

13. **WINNER’S LIST:** For the name of the winner, send an e-mail after \_\_\_the 3<sup>rd</sup> Thursday of the month \_\_\_\_\_ to \_\_\_JamesEdwards@lithia.com>\_\_\_\_\_ and include the contest name in the subject line of the e-mail.

14. **DISPUTES:** These Rules shall be governed and construed in accordance with the laws of the State of Oregon. Any disputes arising out of these Rules shall be resolved through the American Arbitration Association in Medford, Oregon, and under its then existing rules governing arbitration of commercial disputes. Any award made by an arbitrator shall be binding upon the parties and may be entered into judgment in a court of competent jurisdiction. Any and all claims, judgments and awards shall not include attorneys’ fees. If any provision of these Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.