

**Eligibility: NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR BE SELECTED. MAKING A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE AN INDIVIDUAL'S CHANCE OF BEING SELECTED.** The LACBC Climate Ride Fellowship Program is open to all legal U.S. residents (except residents of FL, NY and RI,) who are at least eighteen (18) years of age, except employees, directors and officers (or any persons who have been employees, directors or officers in the past twelve months) of the Los Angeles County Bicycle Coalition (LACBC or the "Sponsor") or benefit suppliers and their affiliates, partners, subsidiaries, franchisees, distributors, retailers, advertising and promotion agencies, and the immediate families or household members of each. The nomination process is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law or regulations.

**How to enter:** Through the online Nominating Process published here (link).

**Nominee Eligibility:** The program is open to adults, AGE 18 OR OVER. Nominees must NOT ALREADY BE REGISTERED for Climate Ride California 2018 at the time of nomination. Nominees may be repeated from prior years. However, nominees who were previously selected and have ridden with Team LACBC may not be re-nominated.

**Disclaimer re: Training & Preparation:** LACBC strongly encourages a commitment to training for Climate Ride events, and offers a complete Training Series to help riders develop the fitness to sustain a 300+ mile ride. The Team LACBC Training Series is offered weekly on Saturdays from January through July, and it is never too early to begin training for the June 12th California Climate Ride event. LACBC respectfully requests a Training commitment of once monthly attendance at Team LACBC Training Rides, which occur weekly on Saturdays from January through July.

**Benefit(s):** Riders chosen as a result of the nominating process will receive \$2700 toward the minimum Climate Ride fundraising requirement of \$3000. In addition, they will receive:

- Free registration for Climate Ride (\$150 value)
- One-year Los Angeles County Bicycle Coalition membership (\$50 value)
- Training assistance and guidance in preparing for Climate Ride

These additional benefits may also be conferred, subject to available funding:

- Equipment support of up to \$500 (cycling and camping gear, as needed)
- Start and Endpoint Transportation assistance up to \$250

Nominees selected for this program must claim their nomination by email or phone within 5 days after official notification. Selected participant will be responsible for all expenses not specifically included herein, and all applicable federal, state and local taxes. No substitution by selected participant or cash equivalent is allowed. Sponsor reserves the right to substitute benefit for one of equal or greater value.

**Selection of participant:** Nominees will be evaluated by a panel of judges assembled by the Sponsor. Selections will be made on or about March 21, 2019 (from among all eligible entries) Sponsor decisions are final and binding in all matters relating to this Fellowship Program. Selected participants will be notified by e-mail or phone on or about March 21, 2019, and will be given instructions on how to claim benefit. Selected participants will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within five (5) days of notification or benefit will be forfeited and awarded to an alternate selected participant. Odds of winning depend on the number of eligible entries received and judge's discretion.

**Release of Liability:** By participating, you release Sponsor and their subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all other associated with the development and execution of this Fellowship Program, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the program and/or the acceptance, awarding, receipt, use and/or misuse of the benefits as described above, and you agree that these entities are in no manner responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any benefit. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by participating as a Nominator or Nominee, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Fellowship Program or any benefits awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating as a Nominator or Nominee, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

**Additional Rules:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled, postage due or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating as a Nominator or Nominee. By participating as a Nominator or Nominee, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Fellowship Program. Failure to comply with these official rules may result in disqualification from participation. Sponsor reserves the right to: (i) permanently disqualify from

this program any person it believes has intentionally violated these official rules; and (ii) suspend, modify or terminate the nomination process or entire Fellowship Program if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper play of the program. If the nomination process is terminated before the end date, Sponsor will determine the selected participant from all eligible entries received as of the termination date. These Rules are governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Los Angeles County. The parties consent to the jurisdiction of the state courts of California and the federal courts located with such state and county with respect to any action, dispute or other matter pertaining to or arising out of this Fellowship Program. Entry constitutes consent to publicize the selected participant's name, photo, and story on the LACBC website and other online arenas without compensation for promotion or advertising purposes.

**Privacy:** By entering the Fellowship Program, Nominators and Nominees agree to receive communications from LACBC related to their entry.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE FELLOWSHIP PROGRAM, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Sponsor.** Los Angeles County Bicycle Coalition. 634 S. Spring St., Suite 821, Los Angeles, 90014.