## Yeshiva Shaarei Menachem LEXUS Raffle 2023

## **Rules & Regulations:**

You are responsible for reading these official rules and regulations.

The Grand Prize drawing will be held on February 21, 2023. The drawing is limited to a maximum of 1574 entrants excluding the last 48 hours. The winner will choose to receive either a LEXUS Model UXH (when it becomes available), or \$35,000.00 USD.

If the winner chooses to customize the LEXUS beyond the base Model UXH he will be responsible for any costs, taxes, and fees.

To claim the LEXUS prize, the winner must present a valid driver's license, Social Security Number (or equivalent thereof) and proof of insurance. To claim the \$35,000 Prize, the winner must present a Government issued I.D. and Social Security number (or equivalent thereof).

All taxes, including all federal, state, local, sales, withholding tax and any other taxes or government fees of any type are the responsibility of the winner. Insurance, licensing, registration, title fees and destination charges, or any options not included with the Prize as awarded, and any other taxes or expenses not explicitly stated here are the winner's responsibility. The winner is encouraged to consult with a tax advisor or specialist to determine tax consequences of the Prize selection.

Rules are subject to change at any time at Yeshiva Shaarei Menachem Inc. Winners consent to the use of their names and photographs without compensation for publicity purposes to help promote Yeshiva Shaarei Menachem Inc. and its programs.

Raffle entrants and winners must be 21 years of age or older.

Yeshiva Shaarei Menachem Inc. reserves the right to provide a substitute prize of equivalent value.

If Yeshiva Shaarei Menachem Inc. is unable to contact the winner within 30 days of the initial notification then the prize will be deemed unclaimed and a new winner may be drawn, at random.

The Prize is nontransferable and no substitution or cash equivalent of prizes are permitted. Prize draw dates, closing dates and times, and notification dates will be set out in the launch message and other accompanying content used to promote that particular prize draw and campaign. The prize will run during the dates specified until the specified closing date and time. All entries received after this point will not be entered into the raffle. Yeshiva Shaarei Menachem Inc. reserves the right to verify the eligibility of entrants, and may require information to verify the eligibility of an entry. The Prize may be withheld until Yeshiva Shaarei Menachem Inc. is satisfied with the verification. The winner of the raffle will be selected at random from all eligible entries that are received before the closing date and time. The winner will be notified by Yeshiva Shaarei Menachem Inc. within 12 business days of the raffle.

These terms and conditions will be governed by NY State law:

Any controversy or claim arising out of or relating to the grand raffle or these official rules shall be settled by binding arbitration administered by the American arbitration association (pursuant to its expedited procedures) under its commercial arbitration rules and conducted in New York. The exclusive venue for confirming such an arbitration award is in the state and federal courts of New York county, NY.

Except as expressly stated in this agreement, Yeshiva Shaarei Menachem Inc. And/or its agents, directors, employees, officers, representatives are not making any representations or warranties in any way regarding the condition or fitness of the LEXUS, and Yeshiva Shaarei Menachem Inc. Here by disclaims all implied warranties with respect to any of the prizes provided by Yeshiva Shaarei Menachem Inc. pursuant to this agreement, including warranties of merchantability or fitness for a particular purpose.

In no event will Yeshiva Shaarei Menachem Inc. and/or its agents, directors, employees, officers or representatives be liable for any type of indirect, incidental or consequential damages, whether arising in contract, tort, or any other cause of action. Participant acknowledges that Yeshiva Shaarei Menachem Inc. liability to him or her shall exceed the amount paid by the raffle participant for his or her raffle Ticket without interest. The participant will indemnify and hold Yeshiva Shaarei Menachem Inc. harmless against any loss, damage or expense incurred by Yeshiva Shaarei Menachem Inc. by reason of any action or omission of the participant, his/her employees, agents, family and guests.

No purchase necessary. Yeshiva Shaarei Menachem Inc. has the right to deny anyone entry, and to cancel and/or revoke any Entry without notice.

Tickets after drawing will automatically go to charity.

Employees of LEXUS, Inc. are ineligible to participate in the raffle.

The LEXUS model names and logo are registered trademarks of LEXUS.

This raffle is not endorsed by or affiliated by LEXUS.

Photographs are for illustrative purposes only. We are not responsible for errors as well as typographical errors.