



## Fix a Leak Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS IS NOT REQUIRED TO PARTICIPATE. VOID WHERE PROHIBITED BY LAW. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM™, FACEBOOK™, OR X™. FAILURE TO COMPLY WITH THESE RULES AND/OR APPLICABLE INSTAGRAM, FACEBOOK, AND X RULES, POLICIES AND PROCEDURES WILL VOID AN ENTRY.**

### **1. Eligibility**

The Long Beach Utilities Department ("LBUD" or "Sponsor") "Fix a Leak" Sweepstakes (the "Promotion" or "Sweepstakes") is open only to LBUD customers, with an active account during the Promotion Period as defined below, who are at least 18 years old at the time of entry. Employees, officers and directors of Sponsor, and their respective parents and affiliate companies, suppliers as well as the immediate family and household members (i.e., parents, spouse, siblings, children, grandparents, stepparents, stepchildren and step siblings, and their respective spouses) and persons living in the same household with them (whether or not related) are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a Sweepstakes.

### **2. Sponsor**

Long Beach Utilities Department  
1800 E. Wardlow Road  
Long Beach, CA 90807

### **3. Entry Period**

The Promotion begins on March 18, 2024, at 12:01 a.m. Pacific Daylight Time and ends on March 31, 2024, at 11:59 p.m. Pacific Daylight Time (the "Promotion Period"). One entry per entry method permitted for up to four entries per household. "Household" shall mean people who share the same residence at least three (3) months a year. The Sweepstakes consists of a final entry period. Five separate winners will be selected each on April 5. Any valid entry received during the Promotion Period will be eligible to win. The Sponsor's time clock will be the official time keeping device for this Promotion.

#### **4. Entry Requirements**

Visit the LBUD Fix a Leak Sweepstakes landing page at [LBwater.org/sweepstakes](http://LBwater.org/sweepstakes) send an email to [waterconservation@lbwater.org](mailto:waterconservation@lbwater.org) and attach a photo that provides evidence of you checking for a toilet leak along with the following required information: Email subject line: LB Fix a Leak Sweepstakes, photos, first and last name, phone number, address, email, LB Utilities account number.

If an applicant does not have the option to send an email, they may bring the required information, listed above, to our Long Beach Utilities Administration Building at 1800 E. Wardlow Ave. during business hours (8 am - 4:30 pm).

Up to three extra entries may be earned by the following methods:

To earn an extra entry, visit the Fix a Leak Sweepstakes landing page at [LBwater.org/sweepstakes](http://LBwater.org/sweepstakes) and follow the instructions for "Earn a Second Entry" – logging into the free WaterSmart Portal, learning how to check for leaks, and submitting comments about what you discovered.

To earn an extra entry, follow the instructions for "Earn a Third Entry" post your leak-checking photos on Instagram or X, making sure to tag us **@lbutilities**, then send us a Direct Message (DM) with your LBUD account number or street address.

Your entry must be your original work and not contain any unauthorized third-party copyrighted works or trademarks or any material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights. You should be able to provide all appropriate clearances, permissions, and releases for your entry, otherwise Sponsor reserves the right, in Sponsor's sole discretion, to disqualify your entry.

Use of a false email account will disqualify an entry upon discovery by Sponsor. Sponsor is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, illegible, lost, late, misdirected, garbled, or delayed entries or other communications or other technical problems related to the Sweepstakes or Sweepstakes entries. The use of scripts or any automated system to enter is strictly prohibited. Sponsor, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process or the operation of the [lbwater.org](http://lbwater.org) website, or who otherwise violates these rules.

#### **5. Selection of Winners**

Sponsor is an independent organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sponsor will randomly select the potential Sweepstakes winners for the applicable Entry Period from among all eligible entries after the submission dates listed above.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE SWEEPSTAKES WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

#### **6. Verification of Potential Winners**

Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by Sponsor via their phone number or email address. The potential winner

must claim his or her prize within five (5) business days after the date of notification. It is the potential winner's responsibility to check his or her phone or email for notification. If the potential winner fails to respond to the prize notification within the specified five (5) business days, the potential winner will forfeit the prize and an alternate winner will be selected. In the event of a dispute regarding the identity of the person submitting the entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. There will be up to three (3) alternate drawings after which the prize will remain un-awarded.

Potential winners may be required to provide a driver's license and/or other evidence of identity in connection with claiming the Prize. Potential winners may be required to complete and sign an Affidavit of Eligibility, Compliance with Rules, and Liability Release and, except where prohibited, a Publicity Release in the form provided by Sponsor, to claim prize. A potential winner is not a winner unless and until the Entrant's eligibility and has been verified and Entrant has complied with all Sweepstakes requirements.

## **7. Prizes and Prize Redemption**

**The Sweepstakes prize is five (5) \$50 gift cards to a Long Beach Utilities Certified Blue Restaurant (LBUCBR). Odds of winning a Sweepstakes prize depends on the number of eligible entries received during the Entry Period.** Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) Sweepstakes prize per household. **TOTAL ARV OF ALL PRIZES: \$250.** Prizes subject to LBUCBR company and store policies. Sponsor is not responsible for any LBUCBR policies governing the use of the prize. No more than the advertised number of prizes will be awarded. All prizes offered are being provided "AS IS" with no warranty or guarantee by Sponsor, either express or implied. No transfer, substitution, upgrade, credit, refund or cash equivalent for the prize is allowed except at Sponsor's sole discretion. Please allow at least 2-3 weeks for delivery of the prize. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes winner's permission for the Sponsor and those acting under its authority to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state only) on a worldwide basis, and in all forms of media, in perpetuity, for advertising or promotional purposes without review or further compensation.

## **8. Release**

BY PARTICIPATING IN THIS SWEEPSTAKES, ALL ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, AND EACH OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSEES, DISTRIBUTORS, AND VENDORS, AND THE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES OF ALL SUCH PERSONS OR ENTITIES (COLLECTIVELY "THE RELEASED PARTIES") FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, ACTIONS OR PROCEEDINGS OF ANY KIND AND FROM ANY AND ALL LIABILITY, LOSSES, DAMAGES, COSTS AND EXPENSES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH (A) YOUR PARTICIPATION IN THIS SWEEPSTAKES, (B) ANY BREACH OR ALLEGED BREACH BY THE ENTRANT OF ANY OF THE WARRANTIES, REPRESENTATIONS, AGREEMENTS, REQUIREMENTS, OR TERMS OF THESE OFFICIAL RULES, (C) CREATION OR DISTRIBUTION OF YOUR PHOTO, IN WHOLE OR IN PART, OR (D) ACCEPTANCE, POSSESSION, OR USE/MISUSE OF ANY PRIZE OR PRIZE-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, PROPERTY DAMAGES, DEFAMATION, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND CLAIMS BASED ON THE RIGHTS OF PUBLICITY AND PRIVACY.

## **9. Publicity**

Except where prohibited, the winner's entry and acceptance of the prize constitutes winner's permission for the Sponsor and those acting under its authority to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state only) on a worldwide basis, and in all forms of media, now known or in the future devised, in perpetuity, including online, for advertising or promotional purposes without review, notice, or further compensation.

## **10. General Conditions**

Sponsor reserves the right to suspend or cancel the Promotion or modify these Official Rules as necessary for any or no reason or as required by applicable law. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries. Sponsor reserves the right, in its sole discretion, to disqualify from the Promotion, and ban from any future promotions, any person it believes to have intentionally violated these Official Rules, or to be acting in an unsportsmanlike, deceptive, or disruptive manner, or to have tampered with any element of the Promotion without notice to the disqualified or banned person.

## **11. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if possible.

## **12. Disputes**

YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR SELECTED BY AND IN ACCORDANCE WITH THE EXPEDITED RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA), WHICH MAY BE FOUND ON AAA'S WEBSITE AVAILABLE

AT [https://adr.org/sites/default/files/document\\_repository/Consumer\\_Rules\\_Web\\_0.pdf](https://adr.org/sites/default/files/document_repository/Consumer_Rules_Web_0.pdf) . IF AAA IS NOT AVAILABLE FOR ANY REASON OR REFUSES TO ADMINISTER THE ARBITRATION, THE PARTIES SHALL MUTUALLY AGREE TO SELECT AN ARBITRATOR UNDER THE RULES OF ANOTHER ALTERNATIVE DISPUTE RESOLUTION PROVIDER; (III) AT ENTRANT'S REQUEST, SPONSOR WILL ADVANCE THE COST OF THE INITIAL FEES ASSOCIATED WITH ARBITRATION, PENDING THE ARBITRATOR'S DETERMINATION OF ENTRANT'S ABILITY TO PAY AND THE APPROPRIATE DISTRIBUTION OF FEES; (IV) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES; (V) ANY ARBITRATION UNDER THIS ARBITRATION CLAUSE SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. 1 ET. SEQ.), AND NOT BY ANY STATE LAW CONCERNING ARBITRATION, EXCLUSIVE OF ANY CONFLICT OR CHOICE OF LAW RULES. THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA IN RENDERING AN AWARD; (VI) THE PARTIES CONSENT TO EXCLUSIVE PERSONAL JURISDICTION IN CALIFORNIA; (VII) ANY AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AS A JUDGMENT IN ANY FEDERAL DISTRICT COURT WHERE EITHER THE ENTRANT OR SPONSOR RESIDES; AND (VIII) IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINDER SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION RIGHT IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON IN A CASE IN WHICH CLASS ACTION ALLEGATIONS HAVE BEEN MADE, THE REMAINDER OF THIS ARBITRATION CLAUSE SHALL BE UNENFORCEABLE.

### **13. No Instagram/Facebook/X Endorsement**

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, X, or other social media site (collectively "Social Media Sites"). Any information you provide in connection with the Sweepstakes are to Sponsor and/or sponsor's administrators and not to the Social Media Sites. You understand that by using and interacting with the Social Media Sites, you are subject to the terms, conditions, and policies that govern the use of those sites. You should therefore review the applicable terms and policies for the Social Media Sites, including privacy and data gathering practices, before using or interacting with the Social Media Sites.

### **14. Entrant's Personal Information**

The information you provide will be used by Sponsor to administer this Sweepstakes, including for verification of eligibility to participate in the promotion and for prize fulfillment purposes as needed. All information will be treated in accordance with these Official Rules.

### **15. Name of Winners**

For the names of the winners, send a self-addressed, stamped envelope to:

Long Beach Utilities Department  
1800 E. Wardlow Road  
Long Beach, CA 90807  
ATTN: "Water Conservation/Fix a Leak Sweepstakes Winners List"

All requests must be received within two months after the end of the Promotion.

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