## EXHIBIT B CHARITY GUIDELINES

2022 Pebble Beach Concours d'Elegance®

2022 Pebble Beach Concours d'Elegance® Charity Drawing ("Drawing")

Drawing Rules and Regulations

- 1. Sponsor: Boys & Girls Clubs of Monterey County, 1332 La Salle, Seaside, CA 93955 ("Sponsor"). By entering the Drawing, each participant agrees to comply with these rules and regulations ("Rules & Regulations"). All federal, state, and local laws apply. Void where prohibited or restricted by law.
- 2. Eligibility Requirements: Must be at least 18 years of age, be a legal resident of one of the United States, excluding Hawaii, and be able to provide proof of age and identity upon request. Employees of Lexus, a division of Toyota Motor Sales, U.S.A., Inc. ("Lexus"), its parent, any of its subsidiaries, affiliates, advertising agencies, nor a family member of any such employee or an individual domiciled with such employee are eligible to participate in Drawing.
- 3. Winner shall receive a 2-year lease 2022 Lexus LC Convertible, approximate retail value ("ARV") of \$39,840 ("Vehicle Lease"), two coach class tickets for Winner and their adult guest\* from the major U.S. airport nearest Winner's residence\* to the major U.S. airport nearest Pebble Beach, California (ARV = \$1,665), two (2) night stay at Pebble Beach Resort\*\*, including roundtrip shuttle between airport and the resort (ARV = \$2,000), a \$500 credit for dining, spa, etc. for redemption at the resort, and a one (1) day's golf outing for Winner and Guest at Pebble Beach Golf Links (ARV = \$995) (total prize package ARV = \$45,000) ("Prize Package"). \*Accommodations at The Lodge or The Inn at Spanish Bay, based on availability and at Sponsor's sole discretion. \*\*Winner's Guest must be eighteen (18) years of age or older at time of travel under Prize Package.

If the Winner elects to travel without a Guest, no additional compensation will be awarded to the Winner. Trip must be taken on dates specified by Sponsor. Winner and Winner's Guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the Prize will not be awarded. If Winner resides within a 100-mile radius of Pebble Beach, California, they will be personally responsible for roundtrip ground transportation from their residence to Pebble Beach and no compensation will be provided for such ground transportation and no reimbursement for the unused roundtrip airfare will be provided. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and Guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this trip. Travel must be booked at least 7 days in advance. At Sponsor's request, Winner and Guest may be required to sign and return a travel liability release before travel will be booked. Winner and Guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon resort check-in for any in-room charges made during stay. Any damage to the room will be the responsibility of the Winner. Sponsor bears no responsibility if any event, element or detail of the trip is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the trip become unavailable, the Sponsor shall have no obligation to the Winner aside from providing the remaining portion of the full Prize Package, minus any unavailable event, element or detail.

4. All ticket purchases solely benefit Sponsor, a California 501(c)(3) organization.

- 5. Sponsor will be limited to 2,000 tickets at \$100 per ticket. Payments may be made to the order of: Boys and Girls Clubs of Monterey County and may be made by cash, check, and money order, Visa, MasterCard or American Express.
- 6. All mailed and/or phoned tickets must be received by Sponsor no later than Friday, **August 19<sup>th</sup>**, **2022.** Tickets will be sold at the Pebble Beach Concours d'Elegance® on Sunday, August 21, but must be purchased no later than 3:00 p.m. local time. Sponsor must receive all tickets for Drawing no later than 3 p.m. local time on August 21, 2022 and all tickets must be fully completed. No mechanically reproduced, computergenerated or any other form of ticket will be acceptable. All tickets shall be subject to verification. Sponsor will destroy all tickets after verification of Winner, as defined below.
- 7. The vehicle subject to the Vehicle Lease to be awarded may be on display at the Pebble Beach Concours d'Elegance on August 21, 2022 at The Lodge at Pebble Beach™, 17 Mile Drive, Pebble Beach, California ("The Lodge"). Lexus reserves the right to provide a like kind vehicle of similar value for display at The Lodge.
- 8. Winner of the Vehicle Lease will be selected by a random drawing from among all eligible tickets received for the Drawing at the Pebble Beach Concours d'Elegance on August 21, 2022 at The Lodge ("Winner").
- 9. Winner need not be present to win. If not present at the Drawing, Winner will be notified by telephone or email within five business days following the Drawing.
- 10. If requested by Sponsor, Winner will complete an affidavit of eligibility and liability release within ten (10) calendar days of notification thereof or the Prize Package may be forfeited.
- 11. Winner will be required to take possession of the vehicle subject to the Vehicle Lease, as required by Lexus. If Winner does not claim the vehicle subject to the Vehicle Lease, is unable to take possession within the above time frame, or is ineligible to take possession for any reason, an alternate winner will be drawn.
- 12. Winner must successfully complete all required paperwork prior to delivery of the vehicle subject to the Vehicle Lease, including, but not limited to, proof of identity, proof of legally required auto insurance, full address, social security card and signature, as requested. Tax, license fees and delivery charges are not included in the Vehicle Lease awarded and must be paid by the Winner. Winner agrees the vehicle subject to the Vehicle Lease may have up to 2,000 miles on the odometer.
- 13. The depiction of the vehicle subject to the Vehicle Lease in any advertising, promotional materials or displays may not reflect the actual vehicle that Winner will have to retrieve. Lexus will determine all features of vehicle subject to the Vehicle Lease, including, but not limited to, color of exterior and interior. Winner must be a U.S. licensed driver and will be required to provide proof of valid U.S. driver's license and proof of legally required insurance at time of delivery and otherwise meet all eligibility requirements contained in these Rules & Regulations. For the duration of the 2-year Vehicle Lease, Winner is responsible for title, applicable taxes (including without limitation any incremental income taxes and any sales, use, lease or property taxes), license, registration, dealer preparation costs, legally required auto insurance and other fees associated with Vehicle Lease. Lexus shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the vehicle subject to the Vehicle Lease being provided pursuant to the Drawing and/or any person's participation in the Drawing; provided, however, that Lexus shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the vehicle subject to the Vehicle Lease. Winner must take delivery of vehicle subject to the Vehicle Lease from the automobile dealership designated by Lexus. Lexus shall not be responsible for delays in delivery of vehicle subject to the Vehicle Lease, and delivery is subject to availability. Lexus, however, shall use all reasonable efforts, subject to availability, to deliver the vehicle subject to the Vehicle Lease to the Lexus-designated delivery dealer within thirty (30) days of completion of verification process. Winner

shall bear all risk of loss or damage to the vehicle subject to the Vehicle Lease after it has been retrieved by the Winner. Winner must personally retrieve the vehicle subject to the Vehicle Lease within thirty (30) days of written notification of delivery or he/she will lose his right to claim the Vehicle Lease. Winner will be required to enter into a lease or use agreement, as directed by Lexus in order to claim the Vehicle Lease. Winner may also be requested to complete additional forms, as requested by Lexus, in order to claim the Vehicle Lease. Should Winner be ineligible or unable to accept the Vehicle Lease for any reason, no alternate/substitute prize, including a cash equivalent, will be offered in lieu of the Vehicle Lease and Winner will forfeit the Vehicle Lease element of the Prize Package.

- 14. Odds of winning depend on number of eligible tickets from which the random drawing is to be conducted.
- 15. Sponsor will file a 1099 for the value of the Prize Package with the appropriate State and Federal agencies Any valuation of the Vehicle Lease must be based on available information provided by Lexus, and the value of the Prize Package awarded must be reported, or the amount of tax may need to be collected, for tax purposes as required by law. Sponsor will ensure all tax reporting and withholding compliance.
- 16. Winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before Prize Package will be awarded. All federal, state and local taxes are the sole responsibility of the Winner. Sponsor makes no representation regarding the tax implication of winning. Winner should contact their tax advisor for further information.
- 17. Winner agrees to release Sponsor, Lexus, Pebble Beach Company and Pebble Beach Concours d'Elegance, from any injuries, losses or damages of any kind resulting from acceptance, possession or use of the any element of the Prize Package, including the Vehicle Lease.
- 18. Winner grants Sponsor, Lexus, Pebble Beach Company and Pebble Beach Concours d'Elegance, the right to use their name, photo and/or any element of the Prize Package in any and all format for advertising and publicity purposes without additional compensation.
- 19. Sponsor will not collect or use any Drawing participant's personal information for any purpose other than for fulfillment of the Drawing.
- 20. To receive the name of the Winner, individuals can send an email to <a href="mailto:bmenon@bgcmc.org">bmenon@bgcmc.org</a>.
- 21. Sponsor, Lexus, Pebble Beach Company and Pebble Beach Concours d'Elegance are not responsible for late, lost, misdirected, incomplete, illegible, postage due or stolen tickets via mail, or for technical malfunctions, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment associated with or utilized in this Drawing or by any human error which may occur in the processing of tickets for the Drawing.