



All tickets to the Southern California LSU Alumni Association (“So Cal LSU”) Boil by the Bay (“Tickets”) are sold pursuant to the following terms and conditions (“Terms”) and by purchasing a Ticket or Tickets Purchaser acknowledges and agrees to be bound by the Terms. *The Terms specifically limit So Cal LSU’s liability for refunds and other adjustments in connection with the purchase price of the Ticket.*

1. So Cal LSU will use its good faith best efforts to:
 - a. Obtain an adequate supply of crawfish from a reputable vendor in Louisiana and arrange for shipping to the Los Angeles area in a manner reasonably calculated for the crawfish to arrive in time to be appropriately prepared at the Boil.
 - b. Arrange for all activities, including by way of example but not limited to swimming facilities, live music, non-crawfish food and beverage items, and other attractions or activities (individually “Amenity” or collectively “Amenities”) listed on its website and/or downloadable flyers in connection with the Boil.
2. Purchaser specifically acknowledges So Cal LSU does not own or otherwise control:
 - a. A supply of live crawfish;
 - b. Transportation facilities suitable for transporting live crawfish from Louisiana to Los Angeles; or
 - c. Ponds or other storage facilities suitable for live crawfish.Therefore, So Cal LSU must rely on third parties to provide and transport live Louisiana crawfish to the Los Angeles area on the day before or the day of the Boil and cannot guarantee nor act as the insurer of the arrival of the crawfish.
3. Purchaser acknowledges in almost all cases Amenities (e.g. swimming facilities and live music) will be provided by third parties not controlled by So Cal LSU.
4. The non-arrival of the crawfish or the absence of any Amenity or Amenities from the Boil shall not constitute a breach of contract between So Cal LSU and Purchaser or otherwise give rise to a claim by Purchaser for a reduction in the purchase price of the Ticket.
5. In the event of the non-arrival of crawfish or the inability of So Cal LSU or any third party to provide any Amenity or Amenities, So Cal LSU reserves the right in its sole judgment to:
 - a. Substitute menu items in lieu of crawfish or other menu items;
 - b. Substitute an Amenity or Amenities; or
 - c. If impracticable, given time constraints, etc. to not provide substitute menu items or an Amenity or Amenities.
6. In the event of non-arrival of crawfish or the inability of a third party with which So Cal LSU has contracted for any Amenity or Amenities to perform its obligations under its agreement with So Cal LSU, So Cal LSU may, in its sole judgment, refund a portion of the Ticket price paid by Purchaser. However nothing herein shall be construed as creating an obligation on the part of So Cal LSU to make such refund nor shall the decision of So Cal LSU to not make a refund or the amount of any refund made subsequent to the non-arrival of crawfish or the inability of any third party to perform pursuant to its agreement with So Cal LSU constitute a breach of contract between Purchaser and So Cal LSU or otherwise give rise to a claim against So Cal LSU.
7. Purchaser specifically acknowledges that the Tickets are sold on an “all-inclusive” basis and:
 - a. The non-arrival of crawfish;
 - b. The inability of So Cal LSU or a third party with which LSU has contracted to provide any given Amenity or Amenities;
 - c. The substitution or non-substitution of any menu items or Amenity or Amenities at the sole judgment of So Cal LSU; or
 - d. Failure of Purchaser or Purchaser’s guest(s) to consume crawfish or any other menu item or utilize one or more of the amenitiesshall not constitute a breach of contract between Purchaser and So Cal LSU nor give rise to a claim by Purchaser for a full or partial refund of the price of the Ticket.
8. These Terms are applicable to any Ticket purchased by Purchaser and conveyance of Ticket(s) by Purchaser to any person whether for consideration or otherwise shall not affect the applicability of these Terms. Purchaser is not authorized to make and shall not make any statement or other commitment in connection with the conveyance of a Ticket to a third party that purports to amend, waive or otherwise modify these Terms in any way.
9. These terms and conditions cannot be amended, waived or otherwise modified except in writing by a duly authorized officer or director of So Cal LSU and any oral statement to the contrary is not binding on So Cal LSU.