

2019-20 CEF Toyota Prius Car Raffle Official Rules ("Official Rules")

The 2019-20 CEF Toyota Prius Car Raffle ("**Raffle**") officially begins on September 1, 2019 at approximately 4:00 P.M., and sales of tickets will end on April 26, 2020 at 2:00 P.M. ("**Raffle Period**"). **Due to government restrictions relating to COVID-19, the drawing for the Grand Prize has been postponed, and is currently scheduled to be held on August 16, 2020, at approximately 2:00 P.M.** The Raffle is sponsored by the Claremont Educational Foundation ("**CEF**" or "**Sponsor**"), 112 Harvard Avenue, # 191, Claremont, CA 91711. The Official Rules of the Raffle are set forth herein. By purchasing a Raffle ticket and entering the Raffle, Raffle entrants ("**Entrants**") agree to be fully and unconditionally bound by these Official Rules, waive *any and all* right(s) to claim ambiguity in the Raffle or these Official Rules, and further agree to be bound by the Sponsor's decisions and interpretation of these Official Rules.

Void where prohibited by Law.

1. **Eligibility.** The Raffle is open to all persons age 18 and over who are legal U.S. residents physically residing in the United States and District of Columbia. The Raffle is open to the employees and Board of Directors of CEF, all members of the Claremont Unified School District ("**CUSD**") Board of Education, all CUSD employees, all CUSD Parent Faculty Association ("**PFA**") officers and members, all officers and members of any CUSD Booster Club, and directors, officers and employees of Claremont Toyota or Capistrano Toyota as well as their immediate family members (spouse, domestic partners, parents, siblings and children), so long as they meet the criteria of the previous sentence.
2. **How to Enter.** Raffle tickets ("**Tickets**") cost twenty dollars (\$20) each. Additionally, tickets may be purchased six for one hundred dollars (\$100). Raffle Entrants may purchase Tickets during the Raffle Period in person only. Tickets must be purchased directly from a CEF Board member, a CEF employee, from any representative of one of the participating groups listed on Exhibit "A" (a "**Participating Group**"), from a local non-profit organization or business as posted on the CEF website, (collectively, "**Authorized Outlets**"), or from the CEF office. If a local school is a Participating Group, you can purchase Tickets from that school's main office. If you need assistance purchasing Tickets from a Participating Group, please contact the CEF office to be put in touch with that particular Participating Group. Additional Participating Groups may be added during the Raffle Period. Please check the most up-to-date list of Participating Groups and Authorized Outlets on CEF's website: www.supportcef.com

Subject to availability, Entrants may purchase as many Tickets as they wish. Tickets are personal and can only be in the name of one (1) individual Entrant. Entrants may not sell their ticket(s) to anyone, but they may gift, donate or otherwise transfer a Ticket so long as that third person's name and address are clearly written on the Ticket Stub and the Ticket complies with all other provisions of these Official Rules. Prize(s) will not be issued to anyone other than the one (1) Entrant whose name and address are on the Ticket.

Sponsor reserves the right to disqualify the following: counterfeit or otherwise false Tickets or Tickets suspected of being counterfeit or false; any illegible, defective, incomplete or physically altered Ticket; and any Ticket that is not accompanied by valid or complete payment. Sponsor is not responsible for printing errors in any Raffle-related material, or for lost, late, misdirected or non-delivered mail, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. All entries become the property of Sponsor and will not be returned.

3. **Drawing.** One (1) random drawing for the "Grand Prize" (described below) will be conducted by a representative of Claremont Toyota as described below. Entrants need not be present to win. The Grand Prize Drawing will be held on August 16, 2020 at the showroom of Claremont Toyota at or around 2:00 P.M., if authorized by law. The drawing will be made at random. A back up ticket will be drawn at the same time and kept in a sealed envelope in case the original ticket drawn is deemed to be not eligible.

4. **Notification/Final Award of Grand Prize.** The Entrant whose Ticket is drawn ("**Selected Entrant**") at the

Grand Prize Drawing will be notified by phone and/or U.S. Mail using the information provided on the Ticket. If the Selected Entrant cannot be located or contacted, or fails to return attempts to contact him or her within ten (10) business days after Sponsor's first attempt to contact him or her (the "**Contact Period**"), such Selected Entrant will be deemed to have forfeited the Grand Prize, and another Selected Entrant will be drawn. As a condition to the final awarding of the Grand Prize, the Selected Entrant must sign and return to Sponsor an affidavit of eligibility/liability/publicity release in the forms approved and provided by Sponsor (the "**Release**") and all requested supporting information, including (without limitation) proof of age and proof of identity, showing that the person claiming the Grand Prize is the same Entrant named on the winning Ticket and the winning Ticket stub.

Unless restricted by law, the Selected Entrant will be required to complete and return the Release within fourteen (14) days after receipt of Grand Prize notification. The Grand Prize shall be forfeited if the Selected Entrant: (i) cannot be reached within the Contact Period; or (ii) fails to obtain all signatures on the Release and to return the Release and any supporting documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the Grand Prize for any reason. As part of the Release, the Selected Entrant must also grant permission for the use of his or her name, photographs, or likenesses for advertising and promotion for this and similar promotions without compensation, unless prohibited by law.

5. **Grand Prize.** The nature and description of the Grand Prize ("**Grand Prize**") will depend upon the number of Tickets sold as of the end date of the Raffle Period, as follows:

Tickets sold	Grand Prize
Less than 1,000 sold	Cash prize of \$10,000
1,000 or more sold	2020 Toyota Prius Model #1221 L Eco

The 2020 Toyota Prius #1221 L Eco is provided with warranties honored by manufacturer. However, Sponsor makes no warranties, express or implied, in fact or in law, relative to the use, value or enjoyment of the 2020 Toyota Prius model #1221 L Eco, including without limitation, its quality, merchantability, fitness or mechanical condition, with the exception of any standard manufacturer's warranty. The Selected Entrant is subject to, and responsible for, all relevant federal, state and local taxes. Other expenses, including automobile license, taxes, and other transfer fees in connection with the Grand Prize are the sole responsibility of the Selected Entrant.

There will be no transfer of prizes. However, Claremont Toyota may, at its sole and absolute discretion, negotiate with the Selected Entrant for a different model of vehicle for an appropriate additional cost, subject to a signed, written agreement between Claremont Toyota and the Selected Entrant. Any vehicles made available for display or depicted in connection with any advertising surrounding this Raffle may not be the actual vehicle awarded. In addition, should the advertised prize become unavailable for any reason, to the full extent permitted by law, Sponsor, in its sole and absolute discretion, reserves the right either (1) to substitute a prize with another prize of equal or greater value or (2) to cancel the Raffle and return to each Entrant the purchase price of his or her Ticket(s). The Raffle is being made possible, in large part, because of the generosity of Claremont Toyota in donating the Grand Prize. However, Sponsor is not connected with Claremont Toyota in any way and is not responsible for the actions of Claremont Toyota in connection with this Raffle or under any other circumstances whatsoever. As an example only, if for whatever reason, Claremont Toyota fails to complete its donation in a timely manner, the Sponsor will have no Grand Prize to award, and, without limiting in any way Sponsor's authority as otherwise described in these Official Rules, and unless Sponsor can, in its sole and absolute discretion, find a substitute Grand Prize in a timely manner, Sponsor shall cancel the Raffle and its sole obligation to each Entrant thereafter will be to return to each Entrant the purchase price of his or her Ticket(s).

6. **Proceeds.** Proceeds from the Raffle, after payment of legitimate costs attributable to the Raffle and its administration, will benefit CEF and its ongoing programming within the Claremont Unified School District in Claremont, California, to protect and enrich Claremont's public schools. Participating Groups may also share in the proceeds as provided below.

7. **Odds.** Odds of winning depend on the total number of Tickets sold. If 5,000 Tickets are sold, the odds of

any one Ticket winning the Grand Prize are 1:5,000.

8. **Participating Groups.** Each Participating Group may participate in selling Tickets to potential Entrants in accordance with the provisions of the “CEF Raffle Partnership Details” attached to and made a part of these Official Rules as Exhibit “B” (the “**CEF Raffle Partnership Details**”). However, if there is any conflict between any one or more provisions of the CEF Raffle Partnership Details and any one or more provisions of these Official Rules excluding the Exhibits, the provisions of these Official Rules excluding the Exhibits shall control. Participating Groups whose members sell Tickets on behalf of such Participating Group shall receive a donation from Sponsor as further provided in the CEF Raffle Partnership Details portion of these Official Rules. In addition, the Participating Group that sells the most Tickets will receive an additional Five Hundred Dollar (\$500.00) donation and the Participating Group that sells the second highest number of Tickets will receive an additional One Hundred Dollar (\$100.00) donation. In the event of a tie, the two Participating Groups selling the highest number of Tickets shall each receive an additional Three Hundred Dollar (\$300.00) donation, the two Participating Groups selling the second highest number of tickets will each receive an additional One Hundred Dollar (\$100.00) donation. An additional One Hundred Dollars (\$100.00) will be donated to the Participating Group, if any, which sells the winning Ticket. However, according to California law, such donation may have to be made to a related organization that is qualified to receive such donations under California Penal Code Section 320.5 for later distribution to the Participating Group.

All Tickets assigned to a Participating Group must be accounted for on or before 1:00 p.m. on April 24, 2020 in order to participate in the Raffle. **On or before such date and time, each Participating Group must return to Sponsor each unsold Ticket and the Ticket stub, properly completed, for each Ticket that was sold together with the full purchase price for such sold Ticket.** However, Sponsor may, but shall not be obligated to, continue to sell Tickets until 2:00 P.M. on April 26, 2020. Sponsor will provide the Participating Groups with further instructions on the manner in which the Tickets, Ticket stubs, and purchase price are to be returned to Sponsor. EACH PARTICIPATING GROUP IS SOLELY RESPONSIBLE FOR ACCOUNTING TO SPONSOR FOR ITS ASSIGNED TICKETS. NO TICKET STUB WILL BE INCLUDED IN THE GRAND PRIZE DRAWING UNLESS SPONSOR RECEIVES THE PURCHASE PRICE IN FULL FOR SUCH TICKET STUB.

9. **General Conditions.** The Raffle is subject to these Official Rules. These Official Rules shall not be changed by any oral statement made by any person acting, or purporting to act, on behalf of the Sponsor. By participating, Entrants and Participating Groups agree: (i) to be bound by these complete Official Rules and that the decisions of Sponsor regarding the interpretation of these Official Rules and the administration of the Raffle shall be final and binding on all Entrants and Participating Groups; (ii) to waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law; and (iii) to the full extent permitted by law, release CEF, Claremont Toyota, any Participating Group and their respective officers, directors, representatives, employees, and agents, and any person or entity associated with the production, judging, or administration of the Raffle or the interpretation of these Official Rules (collectively, the “**Releasees**”) from all claims, causes of action, damages, liabilities, attorneys’ fees, and costs of litigation and settlement (collectively, “**Claims**”) arising out of or connected in any way with the Raffle, its production, judging, or administration (including, without limitation, the interpretation of these Official Rules), and the Grand Prize. By accepting the Grand Prize, Selected Entrant agrees to release all Releasees from and against any Claims as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Raffle-related activity or participation in this Raffle (including, without limitation, and except where prohibited by law, the use of the Selected Entrant's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Raffle on a national basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation). In furtherance of the foregoing, all Entrants waive the provisions of California Civil Code Section 1542 which states:

“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.”

Taxes, if any, are the sole responsibility of Selected Entrant and Selected Entrant will be issued IRS Forms W2-G and W-9, as applicable, for the value of the Grand Prize. Each Ticket purchaser is advised to consult his or her own tax advisor(s) with respect to the tax liabilities that may arise from winning the Grand Prize in this Raffle. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Raffle or violating these Official Rules, and reserves the right to cancel the Raffle should Sponsor suspect fraud or for reasons outside the control of Sponsor. Disputes regarding these Official Rules and/or this Raffle will be governed by the internal laws of the State of California.

10. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE RAFFLE. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

In the event the release described in the first paragraph of this Section 9 is held by a court of competent jurisdiction to be inapplicable in a particular circumstance, an Entrant's sole and exclusive remedy for any Claim against any Releasee arising out of the sale of Raffle Tickets or the conduct of the Raffle shall nevertheless be limited to the return to such Entrant of the purchase price paid for his or her Raffle Ticket(s). In no event shall Sponsor, CUSD, any Participating Group, Claremont Toyota, or any of their directors, officers, employees, agents or representatives be liable to any Entrant or other person or entity for any loss or injury to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any Entrant or other person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

11. **Privacy.** All personal information collected by Sponsor will be used for administration of the Raffle and CEF. The Sponsor will not share, sell or otherwise distribute personal information collected except as stated above. Participating Groups and neither Sponsor nor Claremont Toyota are solely responsible for the care and treatment of the personal information they collect in connection with their participation in this Raffle.

12. **Applicable Law/Judicial Reference.** This Raffle is intended to be conducted in accordance with applicable California law. The decisions of Sponsor regarding the interpretation of these Official Rules and the administration of the Raffle shall be final and binding on all Entrants and Participating Groups. Subject to the foregoing, any controversy, dispute, or claim between Sponsor, Claremont Toyota, any Entrant, and any Participating Group, in any combination, arising out of or connected in any way to these Official Rules or the Raffle (collectively, a "**Controversy**") shall be heard by a referee, without a jury, in accordance with the provisions of Section 638, et seq., of the California Code of Civil Procedure ("**CCP**") or their successor statutes. The referee shall be appointed by the court, shall hear and determine all of the issues in the action or proceeding brought to resolve the Controversy, whether of fact or of law, and shall report a statement of decision to the court, all in accordance with the provisions of Section 638, et seq., of the CCP or their successor statutes. Sponsor may plead the finality of its interpretation of these Official Rules and of its decisions regarding the administration of the Raffle as a full and complete defense should such a Controversy involve Sponsor and its performance of such activities.

13. **Official Rules and Winner List.** The name of the Selected Entrant will be posted on Sponsor's website on or about August 16, 2020. The name of the Selected Entrant and a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: 2019-20 CEF Prius Car Raffle, Claremont Educational Foundation, 112 Harvard Avenue, #191, Claremont, CA 91711. All such requests must be received by CEF within thirty (30) days after August 16, 2020.

14. **Registration with the State of California.** By letter from the Attorney General's office, CEF has registered with the Department of Justice under Raffle Registration Number RF0005403 and is authorized to conduct raffles in California pursuant to the provisions of Penal Code Section 320.5 for the raffle period, beginning September 1, 2019 and ending August 31, 2020.

Exhibit "A" Initial List of Participating Groups

Chaparral Elementary School
CHS Boys Golf
CHS Class of 2020
CHS Cross Country Boosters
CHS Football
CHS Girls Soccer
CHS Instrumental Music Boosters
CHS Mens' Volleyball
CHS Speech and Debate
CHS Theatre
Claremont Heritage
Claremont High School
Claremont Toyota
Condit Elementary School
Danbury Elementary School
El Roble Intermediate School
Mountain View Elementary School
Oakmont Elementary School
San Antonio High School
Sumner Elementary School
Sycamore Elementary School
Vista Elementary School
Rio de Ojas

Exhibit “B” CEF Raffle Partnership Details

CEF has been given a tremendous opportunity by Claremont Toyota to be the recipient of a new Toyota Prius. The Prius will be used in a raffle of which the proceeds will benefit CEF. This is a jointly supported event by the City of Claremont, Claremont Unified School District and the Claremont Educational Foundation. CEF would like to ensure that any CUSD booster or CUSD PFA group can also benefit from this opportunity and would like to enlist those groups interested in participating to do so. Below, please see the details of the event as well as obligations for participating.

- a. What are the dates of the raffle?
 - i. The drawing is expected to take place on August 16, 2020 at Claremont Toyota at or around 2:00 P.M. CEF encourages all raffle beneficiaries to show their support for Claremont Toyota by attending the raffle. No ticket may be sold by a CUSD booster or CUSD PFA group after 1:00 P.M. on April 24, 2020. (CEF may sell tickets until 2:00 P.M. on April 26, 2020.)
- b. Who is paying for the cost of the raffle?
 - i. Claremont Toyota has donated a Prius at no cost to CEF, assuming a minimum number of raffle tickets are sold (see below).
 - ii. Chameleon Creative has donated the printed raffle tickets
 - iii. CEF will pay for expenses related to the raffle such as ticket printing and marketing material.
 1. Marketing materials will be:
 - a. Press releases, correspondence to CUSD families, advertising in Courier, billboard advertising at Claremont Toyota, website advertising, etc.
- c. How can the PFA’s and booster groups benefit?
 - i. Any booster or PFA group that would like to participate must read and agree to the terms as outlined in this document as well as return the attached sign off sheet.
 - ii. All groups interested in participating need to have filled out the information sheet and return to the Prius Chair prior to receiving or selling any tickets. Forms can be scanned and emailed to Michelle@mitchellamazing.com You can also email her with questions.
 - iii. Tickets will be assigned to each group in sequence order. Groups can decide how many tickets they would like to be assigned to their group.
 - iv. Groups will receive a donation from raffle proceeds for every ticket sold in accordance with the following schedule:

At least 1 ticket but no more than 30 tickets	\$3 for each ticket sold
At least 31 tickets but no more than 60 tickets	\$5 for each ticket sold, including the first 31 tickets
At least 61 tickets	\$7 for each ticket sold, including the first 60 tickets

- v. Tickets will be distributed to the home address provided by your group representative on the sign off sheet below.
- vi. The group selling the most tickets will receive an additional \$500 donation and the group selling the second highest amount of tickets will receive an additional \$100 donation. In the event of a tie, the two groups selling the highest number of tickets will each receive an

- additional \$300 donation. The group who sells the winning raffle ticket will receive an additional \$100 donation.
- vii. You can request to have a Prius present at an event, but CEF cannot guarantee that a Prius will be available as requested. You need to submit your request directly to the Prius Chair a minimum of two weeks prior to the event. The more notice provided, the higher the likelihood of the Prius being available. The Chair will need the location of the event, the drop off and pick up times, and a day- of-the-event contact person's name and cell phone number.
 - viii. All tickets will be due back to the Prius Chair no later than 1:00 p.m. on April 24, 2020.
- d. What are the details of the raffle?
- i. The price per ticket is \$20, or 6 tickets for \$100. We will accept cash or check only (check made payable to "CEF").
 - ii. A minimum of 1,000 tickets must be sold. If less than 1,000 tickets are sold, a cash prize of \$10,000 will be substituted for the Prius
 - iii. There is no limit on the number of tickets.
 - iv. The raffle is subject to all legal requirements, including, without limitation, the "Official Rules" as posted on the CEF website and attached to this document.
- e. What are the Booster Club/PFA responsibilities?
- i. Participating groups will be responsible for maintaining and accounting for all money from sold tickets, ticket portion for all sold tickets, and all unsold tickets.
 - ii. Tickets will be assigned in sequence order to groups. Tickets can be turned in on a rolling basis. CEF Treasurer will be collecting the monies and tickets. Coordinate the drop off with him at lee@kimmeltax.com.
 - iii. Tickets will be distributed by the Prius Chair once the acknowledgement form is received by CEF and the tickets are ready for distribution.
 - iv. Groups must adhere to all "Official Rules," a copy of which is attached to this document and can be found on the CEF website. If there is any inconsistency between the terms of these Raffle Details (or of any other promotional or supplementary materials and the terms of the Official Rules), the terms of the Official Rules shall control.
 - v. All money earned by a group will be distributed after the raffle drawing.
 - vi. You can decide how to organize the sale of the tickets in your group. However you must adhere to all the Official Rules, the procedures set forth in this document, and all other written procedures established by CEF for which you are given written notice.

Should you have any questions please contact CEF Board Member and Prius Raffle Event Chair Michelle Mitchell at michelle@mitchellamazing.com; or our CEF administrative coordinator at info@supportcef.com.

**2019-2020 CEF/Claremont Toyota
Prius Raffle Rules Acknowledgement and Receipt for Tickets**

As an authorized representative (“**Representative**”) of the Participating Group identified below, I hereby acknowledge receipt today of (1) a copy of the 2019-2020 Claremont Educational Foundation (“**CEF**”) Toyota Prius Car Raffle Official Rules (the “**Official Rules**”) and (2) the number of raffle tickets (“**Tickets**”) listed below with regard to the 2019-2020 CEF Toyota Prius Car Raffle (the “**Raffle**”) to be held between September 1, 2019 and August 31, 2020 (the “**Raffle Period**”) I also understand that the Official Rules are (or will soon be) posted on the CEF website. My Participating Group agrees to adhere to the Official Rules including, without limitation, the CEF Raffle Partnership Details attached to the main body of the Official Rules. I understand if there is any conflict between a provision of the CEF Raffle Partnership Details and any provision of the main body of the Official Rules (excluding its Exhibits), the provision in the main body of the Official Rules (excluding its Exhibits) shall control. My Participating Group understands that we are entitled to a donation from CEF based on a sliding scale of Tickets sold, although, according to California law, the actual payment to us of such per ticket donation may have to be made to a related organization for later distribution to my Participating Group. All such donations will be made after the Raffle is held.

My Participating Group understands and agrees that all Raffle Tickets assigned to us today or at any time during the Raffle Period MUST BE ACCOUNTED FOR on or before 1:00 p.m. on Friday, April 24, 2020. On or before such date and time, my Participating Group must return to CEF each unsold Ticket and the Ticket stub, properly completed, for each Ticket that was sold together with the full purchase price for such sold Ticket. CEF itself may continue to sell Tickets until 2:00 P.M. on April 26, 2020. CEF will provide my Participating Group with further instructions on the manner in which the Tickets, Ticket stubs, and purchase price are to be returned to CEF. MY PARTICIPATING GROUP UNDERSTANDS AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ACCOUNTING TO CEF FOR ITS ASSIGNED TICKETS, AND IT ACCEPTS THIS RESPONSIBILITY. NO TICKET STUB WILL BE INCLUDED IN THE GRAND PRIZE DRAWING UNLESS CEF TIMELY RECEIVES THE PURCHASE PRICE IN FULL FOR SUCH TICKET STUB.

Group Name (as check should be written): _____

Group Representative: _____

Group Representative Signature: _____

Contact email: _____

Contact phone number: _____

Address to mail check: _____

Ticket Range assigned: _____

Subsequent Range: _____

Date assigned: _____

Date assigned: _____

Subsequent Range: _____

Date assigned: _____