

## **2022 CEF Diamond Earrings Raffle Official Rules ("Official Rules")**

The 2022 CEF Diamond Earrings Raffle ("Raffle") officially begins on March 1, 2022 at approximately 8:00 A.M., and ticket sales end on April 20, 2022 at approximately 8:00 P.M. ("Raffle Period"). The Raffle is sponsored by the Claremont Educational Foundation ("CEF" or "Sponsor"), 112 Harvard Avenue, # 191, Claremont, CA 91711. Drawing to select a winner will be held on April 20, 2022 at Claremont Educational Foundation's 30<sup>th</sup> Anniversary Gala. 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, and officers and employees of The Diamond Center and Hearts on Fire 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 ten dollars (\$10) each. Additionally, tickets may be purchased twelve 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](http://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 Educational Foundation as described below. Entrants need not be present to win. The Grand Prize Drawing will be held on April 20, 2022 at the CEF 30<sup>th</sup> Anniversary Gala at or around 8:00 p.m. 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") is "one pair of Hearts on Fire 1-carat diamond 'Three-Prong Stud Earrings'"

Sponsor makes no warranties, express or implied, in fact or in law, relative to the use, value or enjoyment of the diamond earrings, including without limitation, its quality or merchantability. The Selected Entrant is subject to, and responsible for, all relevant federal, state and local taxes. Other expenses, including appraisals, in connection with the Grand Prize are the sole responsibility of the Selected Entrant.

There will be no transfer of prizes. The Raffle is being made possible because of the generosity of The Diamond Center and Hearts on Fire in donating the Grand Prize. However, Sponsor is not connected with The Diamond Center and Hearts on Fire in any way and is not responsible for the actions of The Diamond Center and Hearts on Fire in connection with this Raffle or under any other circumstances whatsoever. As an example only, if for whatever reason, The Diamond Center and Hearts on Fire 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.
7. **Odds.** Odds of winning depend on the total number of Tickets sold. If 2,500 Tickets are sold, the odds of any one Ticket winning the Grand Prize are 1:2,500.
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 Diamond Earrings 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 Two Hundred Fifty Dollar (\$250.00) 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 One Hundred Fifty Dollar (\$150.00) 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 20, 2022 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 10 minutes prior to the actual Grand Prize Drawing. 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, The Diamond Center, Hearts on Fire, 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). 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.

**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, The Diamond Center, Hearts on Fire, 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.

10. **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 The Diamond Center and Hearts on Fire are solely responsible for the care and treatment of the personal information they collect in connection with their participation in this Raffle.
11. **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, The Diamond Center, Hearts on Fire, 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.

**12. Official Rules and Winner List.** The name of the Selected Entrant will be posted on Sponsor’s website by April 30, 2022. The name of the Selected Entrant and a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: Diamond Earrings Raffle, Claremont Educational Foundation, 112 Harvard Avenue, #191, Claremont, CA 91711. All such requests must be received by CEF within thirty (30) days after the close of the Raffle.

**13. 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, 2021 and ending August 31, 2022.

#### **Exhibit “A” – Initial List of Participating Groups**

Chaparral Elementary School  
Claremont High School  
Condit Elementary School  
The Diamond Center  
El Roble Intermediate School  
Mountain View Elementary School  
Oakmont Elementary School  
San Antonio High School  
Sumner Danbury Elementary School  
Sycamore Elementary School  
Vista del Valle Elementary School

#### **Exhibit “B” – CEF Raffle Partnership Details**

CEF has been given a tremendous opportunity by The Diamond Center and Hearts on Fire to be the recipient of a pair of 1-carat diamond earrings that will be used in a raffle in 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 group or CUSD PFA 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.

- What are the dates of the raffle?
  - The Grand Prize Drawing will be held on April 20, 2022 at or around 8:00 p.m. at the CEF 30<sup>th</sup> Anniversary Gala. CEF encourages all raffle beneficiaries to show their support for The Diamond Center by attending the gala.
- Who is paying for the cost of the raffle?
  - The Diamond Center and Hearts on Fire have donated a pair of 1-carat diamond earrings (valued at approximately \$6,500) at no cost to CEF.
  - CEF will pay for expenses related to the raffle such as printing the tickets, marketing materials, and advertising. This includes press releases, correspondence to CUSD families, advertising in the Claremont Courier, website advertising, etc.
- How can PFA's and booster groups benefit?
  - 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.
  - All groups interested in participating need to fill out the information sheet and return to the Diamond Earrings Raffle Chair, Deborah Kekone, prior to receiving or selling any tickets. Forms can be scanned and emailed to [deborah@dkekone.com](mailto:deborah@dkekone.com). You can also email her with questions.
  - Tickets will be assigned to each group in as close numerical sequence order as possible. Groups can determine how many tickets they would like to be assigned.
  - Groups that sell tickets will receive a donation for each ticket sold from the raffle proceeds in accordance with the following schedule:
    - At least 1 ticket but no more than 30 tickets – \$1 for each ticket sold
    - At least 31 tickets but no more than 60 tickets – \$2 for each ticket sold, including the first 31 tickets
    - At least 61 tickets – \$3 for each ticket sold, including the first 60 tickets
  - Tickets will be distributed to the home address provided by your group representative on the sign off sheet.
  - The group selling the most tickets will receive an additional \$250 donation. The group selling the second highest number 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 \$150 donation. If a group sells the winning raffle ticket, they will receive an additional \$100 donation. All money earned by a group will be distributed after the completion of the raffle drawing.
  - All tickets will be due back to the Diamond Earrings Raffle Chair no later than 12:00 p.m. (noon) on April 20, 2022.
- What are the details of the raffle?
  - The price per ticket is \$10, or 12 tickets for \$100. We will accept cash or check only. (Check must be made payable to "CEF".)

- There is no maximum limit on the number of tickets sold. 2,500 tickets will be printed initially.
- 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.
- What are the Booster Club/PFA responsibilities?
  - Tickets will be distributed by the Diamond Earrings Raffle Chair once the acknowledgement form is received by CEF and the tickets are ready for distribution.
  - Participating groups will be responsible for maintaining, accounting and turning in funds from sold tickets, returning ticket stubs for tickets sold, and returning all unsold tickets.
  - Tickets will be assigned in as close to numerical sequence as possible. Tickets can be turned in on a rolling basis. CEF Diamond Earrings Raffle Chair will be collecting all funds and tickets. Groups can coordinate drop offs and pickups via email at [deborah@dkekone.com](mailto:deborah@dkekone.com) or phone at (909) 437-1979.
  - 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.
  - Groups can decide how to organize the sale of the tickets within your group. However, this 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.
  - Groups must only sell tickets to Raffle Entrants during the Raffle Period and in person only. Groups must verify the Raffle Entrants are at least 18 years of age.

Should you have any questions please contact CEF Board Member and Diamond Earrings Raffle Chair Deborah Kekone at [deborah@dkekone.com](mailto:deborah@dkekone.com); or our CEF Administrative Coordinator at [info@supportcef.com](mailto:info@supportcef.com).



**2022 CEF/The Diamond Center**

**Diamond Earrings 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 2022 Claremont Educational Foundation (“CEF”) Diamond Earrings Raffle Official Rules (the “Official Rules”) and (2) the number of raffle tickets (“Tickets”) listed below with regard to the 2022 CEF Diamond Earrings Raffle (the “Raffle”) to be held between March 1, 2022 and April 20, 2022 (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 12:00 p.m. (noon) on Wednesday, April 20, 2022. 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 10 minutes prior to the actual Grand Prize Drawing. 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.**

To be completed by Group Representative:

Group Name (as check should be written): \_\_\_\_\_

Group Representative: \_\_\_\_\_

Group Representative Signature: \_\_\_\_\_

Contact email: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Address to mail check: \_\_\_\_\_

\_\_\_\_\_

**To be completed by CEF:**

Ticket Range assigned: \_\_\_\_\_ Date assigned: \_\_\_\_\_

Subsequent Range: \_\_\_\_\_ Date assigned: \_\_\_\_\_

Subsequent Range: \_\_\_\_\_ Date assigned: \_\_\_\_\_