

## **Surf Soccer Club Raffle Official Rules and Regulations**

San Dieguito Surf Soccer Club ("Surf"), a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting this raffle pursuant to California Penal Code Section 320.5, et seq, to raise funds for ongoing charitable purposes. The Rules and Regulations of the raffle are set forth below. By purchasing a raffle ticket the purchaser agrees to be bound by these rules and regulations. Surf's interpretation and application of the rules and regulations shall be final.

The Grand Prize Drawing for Surf Raffle will be held on September 4<sup>th</sup>, 2019. Surf reserves the right to conduct the drawing at an earlier date after the final date of ticket sales. Tickets will not be sold after September 3<sup>rd</sup>, 2019. Tickets may sell out before that time. An independent raffle auditor will supervise the drawing. The winner does not need to be present to win.

Only 12,000 tickets will be sold. The chances of winning are based on that number. If fewer tickets are sold, the chances of winning the Grand Prize and other prizes improve. The IRS has taken the position that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions.

Consult your tax advisor.

The Grand Prize Winner assumes all fees, local, state and federal taxes (including but not limited to income taxes based on the value of the car), financing costs which must be paid when the car is transferred to the winner. Likewise, there are federal taxes and there may be state and/or local tax consequences if the winner selects the alternate cash prize. (See Prizes section below) These consequences may apply to other prizes as well. Surf takes no responsibility for any tax liabilities. Consult your tax advisor. This offer is void where prohibited by law, and all federal, state and local laws and regulations apply.

**BY ENTERING THIS RAFFLE, ENTRANTS ACCEPT AND AGREE (1) TO BE BOUND BY ALL THE RULES, LIMITATIONS AND RESTRICTIONS SET FORTH HERE AND (2) THAT THEIR NAMES AND/OR LIKENESSES**

**MAY BE DISCLOSED TO AND USED BY THE NEWS MEDIA AND MAY OTHERWISE BE USED BY Surf FOR PUBLICITY PURPOSES AND IN LISTS OF PRIZE WINNERS TO BE PUBLISHED IN AREA NEWSPAPERS AND ANNOUNCED ON THE Surf RAFFLE WEBSITE. OTHER RULES AND REGULATIONS MAY APPLY. PLEASE CONTACT SURF IF YOU HAVE QUESTIONS. SURF'S INTERPRETATION AND APPLICATION OF THE RULES AND REGULATIONS SHALL BE FINAL.**

**BY ENTERING THIS RAFFLE, EACH PARTICIPANT RELEASES Surf, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND CAUSED BY PARTICIPATING IN THE RAFFLE OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, AND EACH WINNER AGREES TO INDEMNIFY AND HOLD Surf HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND RISING IN CONNECTION WITH OR AS A RESULT OF PARTICIPATING IN THE RAFFLE OR THE WINNER'S ACCEPTANCE OR USE OF ANY PRIZE. FURTHER, EACH PARTICIPANT HEREBY WAIVES THE PROVISIONS OF CIVIL CODE SECTION 1542 WHICH STATES THE FOLLOWING: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**CERTAIN PRIZE WINNERS, INCLUDING BUT NOT LIMITED TO THE GRAND PRIZE WINNER, WILL BE REQUIRED TO SIGN A WRITTEN AGREEMENT CONFIRMING THE ABOVE-DESCRIBED RELEASE AND AWAIVER AS A CONDITION TO RECEIVING SUCH PRIZE(S).**

**Tickets:**

Tickets are \$10 each. Only one eligible person may be entered in the raffle per ticket sold. Only one method of payment and one mailing address are permitted per ticket pack. If the name of more than one person is submitted with a ticket purchase and that ticket is selected as a winning ticket, the person named first will be deemed the holder of record of that ticket and

declared the winner. Division of prize by a group purchasing a ticket in common shall be to the sole responsibility of the person named as the holder of record of that ticket, should that ticket be selected as a winner.

Surf reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds." All defective or physically altered entry forms will be immediately disqualified by Surf. Prior to the Grand Prize Drawing, Surf will make a reasonable effort to notify the individual and/or entity that submits such an entry form or one which has been rejected because the credit card or check did not clear that the entry has been rejected by attempting to make contact through the information provided at the time of submitting the purchase request. Any orders received after these deadlines will be held for the subsequent drawings, if applicable, and the Grand Prize Drawing. Surf assumes no responsibility for lost, late, misdirected or non-delivered mail or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. In compliance with CA Penal Code Section 320.5 each ticket has a detachable coupon or stub, and both the ticket and its associated coupon or stub is marked with a unique and matching identifier.

**A RAFFLE PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR SURF'S BREACH SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER RAFFLE TICKET(S). IN NO EVENT SHALL SURF, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **How to Purchase:**

Individuals are not limited to the number of tickets purchased, subject to availability.

To purchase tickets: [See your team manager]. Tickets cannot be purchased on the raffle website or by email. In compliance with CA Penal Code Section 320.5, no gaming machine or device will be employed in connection with the raffle or the sale of raffle tickets. Any entry form submitted by email will be rejected. All entries must include payment by check, money order or credit card. Surf reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds." No refunds will be made except under the following circumstances: any ticket order with payment received after 12,000 tickets have been sold or after September 3rd, 2019, will be returned. No other refunds are available except in the exclusive discretion of Surf. Surf assumes no responsibility for lost, late, misdirected or non-delivered mail or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines.

### **Selection of Winners:**

The Grand Prize Drawing will be held on September 4th, 2019 from all eligible raffle tickets. Surf reserves the right to conduct the drawing scheduled for that day at an earlier date after the final date of ticket sales. Winners need not be present to win. Surf reserves the right to conduct the drawings scheduled for that day at an earlier date after the final date of ticket sales. Drawings may be open to the public or available through a media broadcast outlet. In compliance with CA Penal Code Section 320.5, no drawing will be conducted in any kind of satellite wagering facility. Winners will be notified according to the contact information provided to Surf at the time of ticket purchase. If the Grand Prize Winner cannot be located by 5:00 p.m., September 14th, 2019 after attempting to make contact through the information provided at the time of purchasing the ticket, such winner will be deemed to have forfeited their claim and another winner will be selected for such prize. In addition to the list of the winner posted on the Surf raffle web site, a list of the winner may be obtained from Surf by sending a self-addressed, stamped envelope to 14989 Via De La Valle, Del Mar, CA 92014 within one week of the drawing. In the event there are duplicate winning ticket numbers due to printer error the stub drawn at the raffle with the winner's information on it will be considered the winning ticket.

In order to collect his or her prize, a ticket winner must sign and deliver to Surf: (a) a sworn affidavit of eligibility in accordance with these Rules and applicable law, including without limitation that he or she is at least 18 years old; (b) such written information as is required by any applicable tax and/or real estate laws, including without limitation his or her Social Security Number; (c) proof of identity in forms satisfactory to the Surf showing that the person claiming the prize is the same person who is named on the winning raffle ticket; and (d) the winning ticket stub. Winners of prizes of \$1,000 or more are required to submit a W-2G, Form 5754 or similar tax form (provided by Surf) for tax withholding purposes. Prizes not collected by September 14th, 2019 will be forfeited and another prize winner will be selected.

### **Winning Odds:**

The odds of winning the Grand prize will depend on the number of tickets sold. If all 12,000 tickets are sold the odds of winning the Grand Prize is 1 in 12,000. If fewer tickets are sold, the chance of winning all prizes improves.

### **Eligibility:**

Anyone 18 years of age or older and a U.S. resident physically residing in the United States and Washington DC may enter. Surf employees, members of the Board of Directors, authorized agents and employees thereof, consultants, attorneys, independent accountant firm, and their spouses, domestic partners, and children living in the same household are excluded from participating and are not eligible to win a prize. All federal, state, and local laws and regulations apply. The raffle is void where prohibited or restricted by law. An affidavit of eligibility may be required from prize winners.

### **Prizes:**

Subject to the sale of a minimum number of tickets (described below), the Grand Prize is a Honda CRV as referred to in all raffle materials excluding the color of the vehicle based on availability. . If fewer than 5000 tickets are sold by 11:59pm August 24th, 2019 the raffle will be cancelled, and no Grand Prize winner will be awarded. If the minimum is reached the raffle drawing will be

held September 4<sup>th</sup>, 2019 and the Grand Prize winner will be awarded the prize as advertised.

All vehicles come base model factory equipped and winner(s) are solely responsible for any and all state or local license, title, registration, cost differential between the value of the car, taxes, or fees associated with the vehicle, as well as insurance (proof of which must be shown prior to delivery) and pickup or delivery costs at the dealership as well as any non-standard options chosen by the winner and negotiated with the dealership. All vehicles are subject to availability at the automobile dealer selected by Surf and may be substituted with a comparable vehicle by the Dealer.

At the option of Surf, the drawing date for the grand prize may take place earlier if all raffle tickets have been sold.

#### **General Terms and Conditions:**

The car, if selected, will be transferred to the Grand Prize Winner **“AS IS, WHERE IS, AND WITH ALL FAULTS.” SURD DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE HOUSE AND ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE CONSTRUCTION OR CONDITION OF THE HOUSE. SURF DOES NOT WARRANT THAT THE CAR IS OF MERCANTILE QUALITY OR THAT IT CAN BE USED FOR ANY PARTICULAR PURPOSE. NO EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF SURF BY WORDS AND/OR ACTIONS WILL CONSTITUTE A WARRANTY.**

**ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**