

JAY BAND BOOSTERS

2011/12 Camaro Raffle Rules

The Jay Band Boosters 2011/12 Camaro Raffle (the "Raffle") is conducted by the Jay Band Boosters (the "Organization"), a Missouri non-profit corporation recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. The proceeds of this Raffle, after expenses and any ticket sale incentive prizes or payments, shall be used to support the Organization and its mission. These following Rules govern the conduct of this Raffle, and all persons purchasing a ticket for the Raffle ("Participants"), including but not limited to the Participant chosen to win the Prize (the "Winner"), are bound by these Rules and by the Organization's application of these Rules. This Raffle is available only in the United States, and is void where prohibited or restricted by law.

Any complaint concerning this Raffle, or any request for information or other communication concerning this Raffle, should be made in writing and sent by registered mail to Jay Band Boosters, 609 Union, Jefferson City, MO 65101.

Participants

1. Each Participant must be a legal resident of the United States.
2. Each Participant must be eighteen (18) years old at the time the ticket is purchased.
3. Each Participant may only purchase tickets in his or her own name, and may not list any other person's name on the ticket. No Participant may buy, own, or hold a ticket for another.
4. Each ticket must be purchased and owned by a single Participant, and that Participant's name and contact information must be registered with the person selling the ticket at the time of the sale. Any ticket is void, and the purchaser shall not be entitled to a refund, unless the name and contact information of the Participant is registered with the Organization at the time of the sale.
5. An organization may not purchase a ticket in its name, nor can anyone purchase a ticket and register it in the name of an organization. Only individuals are eligible to participate and win.
6. If two or more people or entities own a ticket chosen as a winning ticket, the Organization will award the Prize solely to (and otherwise deal solely with) the individual Participant registered with the Organization during the purchase of the ticket. The Participant agrees that it shall be responsible for any further distribution or allocation of the prize among others claiming an ownership interest in the ticket, and the Participant agrees to indemnify and hold the Organization harmless from any and all other claims or damages suffered as a result of any claims by others asserting an ownership interest in the ticket.
7. Tickets are non-refundable, except as provided herein within the sole and absolute discretion of the Organization.
8. All tickets must be paid for at the time of purchase. Tickets may be paid for by cash or check. Checks should be made payable to Jay Band Boosters Camaro Raffle. In the event that a check is

not cleared for payment, the ticket(s) become ineligible. Ineligible tickets will be voided and not valid in the drawing.

9. Tickets are non-transferable, and may not be redeemed or remitted for cash.
10. Purchase of a ticket constitutes consent for the Organization to use the Winner's name and likeness in all promotional materials referring to or relating to the Raffle or to any subsequent raffles or fundraising activities by the Organization.
11. Ticket control will be handled by the Organization, and all decisions by the Organization (including but not limited to all decisions with respect to when or whether to hold the Raffle and all decisions regarding the selection of the winning ticket and the identity of the Winner) will be made in the sole, absolute and unreviewable discretion of the Organization.
12. By purchasing a ticket, each Participant understands and agrees that he or she is bound by – and may not challenge or seek to have any court or other third party review – the decisions made by the Organization in administering this Raffle, in drawing the winning ticket, in determining the identity of the Winner and in awarding the Prize to the Winner.
13. The Directors of Bands at the Jefferson City High School, the elected Officers – president, 1st vice president, 2nd vice president, treasurer and secretary of the Organization, and Kevin Riley of Riley Chevrolet in Jefferson City, Missouri, are not eligible to participate and may not be the Winner.
14. The Organization reserves the right – prior to the drawing to select the Winner – to refuse to sell a ticket(s) to, and/or to refund any sale of a ticket(s) to, any person or persons it chooses for any reason or for no reason at all.

The Drawing

15. Tickets will be sequentially numbered, and the winning ticket will be chosen at random. The Participant registered with the Organization with respect to the winning ticket is the "Winner."
16. The odds of winning are dependent on the number of valid entries. However, the Organization may elect to cancel the Raffle and refund all ticket purchases if, in its sole and absolute discretion, an inadequate number of tickets have been sold. An "inadequate number" means any number equal to or less than 1750, and may mean a larger number.
17. The drawing will occur at the Jay Band Spring Concert at the Missouri State Capitol, May 3, 2012, or at such later time and place as the Organization may then (or prior thereto) announce.
18. Winner need not be present to win.
19. Prize must be claimed by noon on the tenth business day following the date on which the drawing is held. If the Winner fails to claim the Prize by such deadline for any reason whatsoever, then the Organization may declare the drawing void and, after excluding the original winning ticket, conduct a second drawing. If the second drawing fails to produce a claimant with the winning ticket by the deadline above, the Organization may conduct successive drawings using the same process.
20. If a Participant chooses not to be present at the drawing, the Participant is solely responsible for finding out whether he or she has a winning ticket. The Organization may make reasonable

efforts to notify this Participant, but is not obligated to do so and shall not be found or held liable to the Participant if it fails to do so.

21. In order to claim the Prize, the Participant identified on the winning ticket must present to the Organization (1) the original, genuine winning ticket; (2) a valid photo ID identifying the Winner as the Participant registered with the Organization with respect to the winning ticket; (3) a valid driver's license; and (4) proof of all legally required insurance.
22. The person presenting a genuine and valid winning ticket ("Winner") agrees to sign a written release in favor of the Organization, the Jefferson City Public Schools, Riley Chevrolet, and each of their respective officers, employees, agents or representatives (the "Released Parties"), releasing all and each of them from all claims of any kind whatsoever which arise out of or relate to the Raffle.
23. The Winner also agrees to sign a written release in favor of the Released Parties releasing all and each of them from all claims of any kind whatsoever which arise out of or relate to any injuries, losses or damages of any kind resulting from the acceptance, possession or use of the Prize.
24. The Winner also agrees to sign an agreement to indemnify and hold harmless the Released Parties from all claims of any kind whatsoever brought by any person other than the Winner which arise out of or relate to the Raffle or to any injuries, losses or damages of any kind resulting from the acceptance, possession or use of the Prize.
25. Winner agrees to acknowledge in writing that the "Released Parties" have not made and are not in any manner responsible for any warranty, representation or guaranty, whether express or implied, whether in fact or in law, regarding the Prize – including but not limited to the quality, mechanical condition or fitness of the Prize.
26. The Winner acknowledges is solely responsible for all fees and costs associated with the Prize, including but not limited to state or federal income taxes, state or local sales taxes and/or personal property taxes, registration and/or license fees, and insurance, and Winner will be required to acknowledge this responsibility in writing before claiming the Prize.
27. The Winner agrees to pay the Organization all amounts that the Organization is required by law to withhold and pay over to the state or federal government in connection with the Winner taking possession of the Prize, or make other arrangements to protect the Organization's interests with respect to such taxes as the Organization (in its sole and unreviewable discretion) determines are adequate and appropriate.
28. The Organization has not, and does not, offer any tax advice or opinions to the Winner regarding the tax consequences of the Raffle or winning the Prize. It is the Winner's sole obligation to report that fact, and the fair value of the Prize, to the Internal Revenue Service, the Missouri Department of Revenue and all applicable county and city tax collectors.
29. When the Winner has been established to the Organization's satisfaction, and the Winner has provided the written acknowledgments, agreements, and cash payments to the Organization as provided above, the Winner and the Organization shall establish and date and time for the Winner to take possession and ownership of the prize vehicle (the "Prize") from the Riley Chevrolet (the "Sponsor").
30. The Winner understands and agrees that he or she must retrieve the Prize from the Sponsor at the scheduled time and date, in person, and that the Winner must present to the Sponsor

acceptable photo identification, a valid driver's license, and evidence of any legally required insurance.

The Prize

31. The Organization expects and intends to award to the Winner a vehicle provided by Riley Chevrolet (the "Sponsor"). The Organization may determine (in its sole and unreviewable discretion) whether to accept and subsequently award to the Winner the vehicle made available to the Organization by the Sponsor.
32. Any vehicle shown in a Raffle promotion or advertisement may not be the Prize awarded to the Winner. The Organization has the right to substitute any Prize of reasonably equivalent value if, in the Organization's sole and unreviewable discretion, the advertised Prize is not reasonably available to the Organization at the time the Prize is claimed.
33. All Participants understand and agree that (a) any vehicle displayed and/or pictured in connection with a Raffle promotion or advertisement may NOT be the Prize actually awarded; (b) the Prize awarded may not be the same color, model year or have the same features or options as those shown or displayed in any promotion or advertisement; and (c) the exterior and interior color of prize is subject to availability and change at the Organization's sole option.
34. No cash or other substitutions will be awarded for the Prize.

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