

RAGE and BUSC Orange and Gold Gala Event Car Raffle -- Official Rules and Regulations

Ballistic United Soccer Club (BUSC) and Pleasanton Rage (RAGE), both tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code, are conducting a joint raffle pursuant to California Penal Code Section 320.5, 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. BUSC AND RAGE joint interpretation and application of the rules and regulations shall be final.

The Grand Prize Drawing for the Gala Car Raffle will be held on October 6th, 2018 at Barone's in Pleasanton CA. 94566. Tickets will not be sold after October 6th, 2018 at 6:45pm. The ticket holder does not need to be present to win. The chances of winning are based on the total number of tickets sold. 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 for more information.

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 of \$20,000. BUSC AND RAGE take no responsibility for any tax liabilities. Consult your tax advisor for more information. 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 BUSC OR RAGE FOR PUBLICITY PURPOSES

AND IN LISTS OF PRIZE WINNERS TO BE PUBLISHED IN NEWSPAPERS AND ANNOUNCED ON THE BUSC AND RAGE WEBSITES. OTHER RULES AND REGULATIONS MAY APPLY. PLEASE CONTACT TIM RYERSON AT TIMRYERSON@BUSC.ORG IF YOU HAVE QUESTIONS. BUSC AND RAGE INTERPRETATION AND APPLICATION OF THE RULES AND REGULATIONS SHALL BE FINAL. BY ENTERING THIS RAFFLE, EACH PARTICIPANT RELEASES BUSC AND RAGE 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 BUSC AND RAGE HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING 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 A WAIVER AS A CONDITION TO RECEIVING SUCH PRIZE(S).

Tickets are \$25 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. 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.

Prior to the Grand Prize Drawing, BUSC AND RAGE 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. BUSC AND RAGE 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 BUSC AND RAGE BREACH SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER RAFFLE TICKET(S). IN NO EVENT SHALL BUSC AND RAGE, 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:

To purchase tickets: SEE MANAGERS OR THE BUSC AND/OR RAGE OFFICE. Tickets cannot be purchased on the 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, cash, or credit card. BUSC AND RAGE reserves the right to reject any entry form that is submitted with payment that does not constitute "goodfunds" or at discretion of BUSC AND RAGE.

Selection of Winners:

The Grand Prize Drawing will be held on October 6th, 2018 from all eligible raffle tickets. Winners need not be present to win. 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 on the ticket at the time of ticket purchase. If the Grand Prize Winner cannot be located by 5:00 p.m., October 20th, 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. The winner will be posted on the BUSC AND RAGE WEBSITES AND ON SOCIAL MEDIA.

In order to collect his or her prize, a ticket winner must sign and deliver BUSC AND RAGE: (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 BUSC AND RAGE 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 BUSC AND RAGE) for tax withholding purposes. Prizes not collected by October 20th, 2018 will be forfeited and another prize winner will be selected.

Winning Odds:

The odds of winning the Grand Prize will depend on the total number of tickets sold.

Eligibility:

Anyone 18 years of age or older and a U.S. resident physically residing in the United States and Washington, D.C. may enter. 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:

The Grand Prize is a 2018 Hyundai Santa Fe as referred to in all raffle materials excluding the color of the vehicle based on availability. 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 pick up 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 BUSC AND RAGE and may be substituted with a comparable vehicle by the Dealer.

General Terms and Conditions:

The car, if selected, will be transferred to the Grand Prize Winner **“AS IS, WHERE IS, AND WITH ALL FAULTS.”** BUSC AND RAGE DO NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE VEHICLE AND ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE CONSTRUCTION OR CONDITION.

BUSC AND RAGE DO 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 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 A CALIFORNIA COURT HAVING JURISDICTION THEREOF.