

## PCPAF MERCEDES-BENZ RAFFLE OFFICIAL RULES

The PCPAF Mercedes-Benz Raffle ("Raffle") runs from 12:01 pm on September 8, 2011 to 10:00 PM on May 19, 2012. ("Raffle Period"). All times are local.

The Raffle is sponsored by the Poway Center for the Performing Arts Foundation ("PCPAF" or "Sponsor"), 15498 Espola Road, Poway CA 92064. The Official Rules of the Raffle are set forth herein. By entering the Raffle, Entrants agree to be fully and unconditionally bound by these Official Rules, waive any right 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 legal U.S. residents physically residing in the United States who are at least 18 years of age. Eligibility does not extend to members of PCPAF's Board of Directors and any members of their immediate families, and PCPAF employees and any members of their immediate families,
2. **How to Enter:** Raffle tickets ("Tickets") cost One Hundred (\$100) Dollars (USD) each. Tickets may be purchased only during the Raffle Period.
  - a. **In Person:** Tickets may be purchased directly from a member of the PCPAF Board of Directors, a member of the PCPAF Business Council or an employee of PCPAF.
  - b. **By fax or mail:** Download the Official Raffle Entry Form ("Entry Form") at [www.powayarts.org](http://www.powayarts.org).

All information requested on the Entry Form, including name, address and the number of Tickets you would like to purchase, must be filled in legibly and completely to ensure the correct person is contacted as the winner.

- **Mail** the completed form and check or credit card payment to: PCPAF Mercedes Raffle, 15498 Espola Road, Poway CA 92064
- **Fax** the completed form and credit card payment to 858-486-2701
- **Telephone** 858-668-4798 and provide the information requested by the operator to order Tickets. Your numbered Ticket(s) will be mailed to you after your payment has been processed, but no later than May 12, 2012.

### TICKETS CANNOT BE PURCHASED ONLINE OR BY E-MAIL

Phone, Faxed and/or Mailed-In Entry Forms and payment must be received at the PCPAF offices no later than 04:59:00 p.m. May 17, 2012, according to the Sponsor's clock. Entries must include payment by cash, check or credit card (Visa, Mastercard or American Express only) and complete information for the entrant or Ticket buyer. Tickets may be purchased after May 17, 2012, in person at the PCPAF office, from the PCPAF Board or at the PCPA professional performance being held on May 17, 2012, at the Poway Center for the Performing Arts. All sales are final, and no refunds will be issued for Tickets purchased for this Raffle except as specified below.

Once an Entrant's order is processed, a ticket will be issued in the Entrant's name. Sponsor will mail a receipt that will include one or more Ticket number(s) for all Tickets purchased and received at Sponsor's office prior to May 17, 2012. Receipts for Tickets purchased and/or received at sponsor's office after May 17, 2012, will be available for pick up at the location set up for buying Tickets on-site at the PCPA during the performance on May 19, 2012. Receipts, where applicable, will be sent via U.S. Postal Service to the name and address provided on the Entry Form. All transactions will be processed in California.

No more than nine hundred ninety-nine (999) Raffle Tickets will be made available for purchase during the raffle period. Any Entry Form and payment received after 999 Tickets have been sold, or after 10:00:00 PM on May 19, 2012, whichever occurs first, will be returned. No other refunds will be made, except as otherwise determined by Sponsor at its sole discretion.

Subject to availability, Entrants may purchase as many Tickets as they wish. Tickets are personal and can be issued only in the name of one (1) individual Entrant. Prize(s) will not be issued to anyone other than the one (1) Entrant whose name is on the Entry Form. PCPAF Board Members may purchase Tickets as gifts to Entrants, but are ineligible to win. Sponsor reserves the right to disqualify false entries or entries suspected of being false, and any illegible, defective, incomplete or physically altered Entry Forms and entries that do not include 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, corrupt fax messages, 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, with the winner's name called out, will be conducted by a representative of Sponsor as described below. The random drawing will be held under the supervision of an independent accounting firm. **Entrants need not be present to win.** The Grand Prize Drawing will be held the Foundation's annual fundraiser at the Poway Center for the Performing Arts on Saturday, May 19, 2012.
4. **Notification:** Entrant whose Ticket is drawn ("Winner") at the Grand Prize Drawing will be notified **VERBALLY AT SHOW. IF NOT PRESENT**, notification will be made within 48 hours by phone and/or U.S. Mail using the information provided on the Entry Form. If the Winner cannot be located or fails to respond to attempts at contact within 30 days of Sponsor's Grand Prize Drawing, Winner will be deemed to have forfeited the Prize, and another Ticket will be drawn to select a new Winner.

The Winner will be asked to sign an affidavit of eligibility/liability/publicity release ("Release"). The Winner must provide all information requested to be eligible to win, including proof of age, proof of identity, and demonstrable proof that the person claiming the prize is the same Entrant named on the winning Ticket and the winning Ticket stub. Unless restricted by law, the Winner will be required to complete and return the Release within fourteen (14) days of prize notification. The prize may be forfeited if the Winner:

- (i) cannot be reached;
- (ii) fails to execute all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or
- (iii) cannot accept or receive the prize for any reason.

5. **Grand Prize:** In the event a minimum of 600 Tickets are sold at \$100, winner will receive the Grand Prize (“Grand Prize”) as described below. The automobile will be provided by Mercedes Benz of Escondido, and will include warranties honored by the manufacturer. Winner is subject to relevant federal, state and local taxes, and all taxes, fees and licenses must be paid by the Winner. Any other expenses associated with this prize, including automobile license, taxes and other transfer or transportation fees in connection with the Grand Prize, are the sole responsibility of the Winner.

Grand Prize to be awarded fits the following description:

2012 MERCEDES-BENZ C300 SPORT SEDAN  
COLOR: WINNERS CHOICE  
INTERIOR: WINNERS CHOICE  
**INCLUDES:** PREMIUM 1 PACKAGE (INCLUDES SIRIUS SATELLITE RADIO)  
MULTIMEDIA PACKAGE  
**DOES NOT INCLUDE:** ALL OTHER OPTIONS, TAXES, TITLE REGISTRATION,  
\$875 TRANSPORTATION COST AND DEALER PREP FEE

**Cash Options:** At Winner’s discretion, and assuming a minimum of 600 Tickets have been sold for this raffle, Winner may elect a cash payout, in which case the Grand Prize will equal forty percent (40%) of the cash equivalent of the total number of Tickets sold. This cash equivalent would be no less than \$24,000 and no more than \$39,960.

In the event that fewer than 600 Tickets are sold as part of this Raffle, ONLY a cash equivalent will be available as a Grand Prize, with the Grand Prize equal to forty percent (40%) of the cash equivalent of the total number of Tickets sold.

100 Tickets Sold = Cash Prize of \$ 4,000  
200 Tickets Sold = Cash Prize of \$ 8,000  
300 Tickets Sold = Cash Prize of \$12,000  
400 Tickets Sold = Cash Prize of \$16,000  
500 Tickets Sold = Cash Prize of \$20,000  
600 Tickets Sold = Cash Prize of \$24,000  
700 Tickets Sold = Cash Prize of \$28,000  
800 Tickets Sold = Cash Prize of \$32,000  
900 Tickets Sold = Cash Prize of \$36,000  
999 Tickets Sold = Cash Prize of \$39,960

6. **Proceeds:** Proceeds from the Raffle will benefit the Poway Center for the Performing Arts Foundation and its ongoing programming in Poway, California and surrounding areas.
7. **Odds:** Odds of winning will depend on the total number of Tickets sold.
8. **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 on behalf of the Sponsor or others. By participating, Entrants agree to waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law. By accepting the Grand Prize, Winner agrees to release Sponsor, its officers, directors, representatives and agents, and any person or entity associated with the production, judging or administration of the Raffle (collectively the “Releases”) from and against any claims, damages, disability, attorneys’ fees and costs of litigation and settlement, 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.

Except where prohibited by law, the Winner's name, photograph, likeness, statements, biographical information, voice and city and state (though not specific address) may be used 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.

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 it suspect fraud or for reasons out of 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.

Taxes, if any, are the sole responsibility of Winner and Winner will be issued IRS Forms W2-G and W-9 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.

ANY CLAIM OR CONTROVERSY BETWEEN ANY RAFFLE PARTICIPANT AND SPONSOR ARISING OUT OF OR RELATING TO THE RAFFLE OR TO THESE RULES AND REGULATIONS SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. 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.

A Raffle Entrant's sole and exclusive remedy for any claim against Sponsor arising out of the sale of Raffle Tickets or the conduct of the Raffle shall be limited to the return of the purchase price paid for his or her Raffle Ticket(s). In no event shall Sponsor, its directors, officers, employees, agents or representatives be liable to any party for any loss or injury 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.

- 9. Early Bird Prizes:** PCPAF may at its sole option and without obligation provide a series of "Early Bird" raffle prizes. These prizes may be awarded prior to May 19, 2012 and will allow ticket holders to win additional prizes while still remaining eligible for the Grand Prize Drawing. Winning an Early Bird prize does not affect an Entrant's odds of winning the Grand Prize. There is no Cash Option for Early Bird prizes.

The schedule of early bird prizes will be set by the PCPAF and made available at [www.powayarts.org](http://www.powayarts.org) or by calling 858.68.4798.

10. **Privacy:** All personal information collected by Sponsor will be used for administration of the Raffle and PCPAF. The Sponsor will not share, sell or otherwise distribute personal information collected except as stated above.
11. **Official Rules and Winner List:** The name of the Winner will be posted on Sponsor's website on or about May 22, 2012, and remain there for a period not to exceed 90 days. The name of the Winner and a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope with your request to: PCPAF Mercedes Raffle, 15498 Espola Road, Poway CA 92064. Requests must be received within 30 days of the close of the Raffle.
12. **Registration with the State of California:** By letter from the Attorney General's office, PCPAF has registered with the Department of Justice under Raffle Registration Number 2704 and is authorized to conduct raffles in California pursuant to the provisions of Penal Code section 320.5 for the raffle periods beginning September 1, 2011, and ending August 31, 2012.