

OFFICIAL RULES & REGULATIONS
2nd ANNUAL TURTLE BAY EXPLORATION PARK HYBRID CAR RAFFLE
Grand Prize - 2009 Toyota Prius Hybrid
First Prize - Zapino Electric Scooter; Second Prize - Trek Allant Urban Bicycle

- This raffle is registered with the Office of the California Attorney General, California Raffle Registration (#R-4833).
- This raffle offer is void where prohibited or restricted by law and is subject to applicable federal, state and local laws and regulations.

By participating as a ticket holder, you agree that:

These Official Rules govern the conduct of the raffle and, together with the decisions of Turtle Bay Exploration Park are binding on everyone who purchases a raffle ticket and/or who is named on a raffle ticket. The raffle program is a fundraising activity in support of Turtle Bay Exploration Park which is a nonprofit 501(c) (3) organization. Its mission is to educate visitors of all ages with stimulating activities focused on the relationship between humans and nature. These Official Contest Rules may not be waived, modified or supplemented except by Turtle Bay Exploration Park. No modification of these official contest rules shall be enforceable unless made by Turtle Bay Exploration Park.

- 1) **ELIGIBILITY:** Raffle ticket purchasers and the person named on a raffle ticket must be at least 18 years of age and a legal US resident at the time of purchase.
 - a) Employees and Trustees of Turtle Bay Exploration Park and D. H. Scott & Company CPA's and their immediate families living in the household are not eligible to win.

- 2) **THREE RAFFLE PRIZES:**
 - a) The Grand Prize is a **2009 Toyota Prius Hybrid** made available from Lithia Toyota of Redding in Redding, CA with a retail value of \$27,444.
 - i) All dealer prep and destination fees are included.
 - ii) The winner will be responsible for the vehicle's taxes, title, and licensing fees.
 - iii) In addition, all other expenses associated with car ownership, such as (without limitation) insurance, are the prize winner's sole responsibility.
 - iv) Turtle Bay Exploration Park assumes no responsibility for a prize winner's tax obligations. Winner must consult their tax accountant for advice on treatment of winnings.
 - v) The winner assumes and must pay all Federal and local income and/or sales taxes as applicable, based on the market value of the prize prior to possession of the car. The winner will be required to provide their social security number and must complete all Internal Revenue Service (IRS) and similar forms requested prior to delivery of the vehicle.

 - b) The First Prize is a **Zapino Electric Scooter** donated by REDDINGZAP.COM, with local retail value of \$1,995.
 - i) Turtle Bay Exploration Park assumes no responsibility for a prize winner's tax obligations. Winner must consult their tax accountant for advice on treatment of winnings.
 - ii) The winner assumes and must pay all Federal and local income and/or sales taxes as applicable, based on the market value of the prize prior to possession of the scooter. The winner will be required to provide their social security number and must complete all Internal Revenue Service (IRS) and similar forms requested prior to delivery of the scooter.
 - iii) In addition, all other expenses associated with scooter ownership, including but not limited to motorized bike application fee, license fee, insurance, and securing a DOT approved helmet are the prize winner's sole responsibility.

 - c) The Second Prize is a **Trek Allant Urban Bicycle** donated by The Bike Shop in Redding, CA with a retail value of \$604.98.
 - i) Bicycle includes a Trek Interchange Rear Trunk Pack commuter bag.

- ii) Turtle Bay Exploration Park assumes no responsibility for a prize winner's tax obligations. Winner must consult their tax accountant for advice on treatment of winnings.
 - iii) The winner assumes and must pay all Federal and local income and/or sales taxes as applicable, based on the market value of the prize prior to possession of the bicycle. The winner will be required to provide their social security number and must complete all Internal Revenue Service (IRS) and similar forms requested prior to delivery of the bicycle.
 - iv) In addition, all other expenses associated with bicycle ownership, including but not limited to securing a helmet are the prize winner's sole responsibility.
- d) Specific prize information may be found on links found on the Turtle Bay Exploration Park website.
- 3) **PRIZE DRAWING DATE:** The random drawing for the three (3) Raffle Prizes will be held on Monday, September 7, at Turtle Bay Exploration Park after 12:00 noon, exact time TBA.
- a) D.H. Scott & Company CPA's, located in Redding, California, will supervise all drawings.
 - b) Ticket drawing sequence: first ticket represents the "Second" prize; second ticket corresponds to the "First" prize; and last ticket drawn signifies the "Grand" prize. A backup ticket will be drawn for each prize.
 - c) Winner does not need to be present to win.
 - d) Note this date and all other dates stated in these rules may be extended in Turtle Bay Exploration Park's absolute discretion.
- 4) **TICKET SALES:** Raffle tickets will be available for purchase between May 2 and September 7, 2009. The price per ticket is \$25.00 or three (3) tickets for \$50.00. You may purchase as many available tickets as you wish.
- a) A raffle ticket can be purchased in one name only. Any prize and related tax liability will belong to the person named on the ticket.
 - b) Each raffle ticket will be entered separately in the drawing and is a separate and equal chance to win one of the three (3) prizes.
 - c) Phone sales will cease at 10:00 AM on September 7, 2009. On-Campus ticket sales will cease at 12:00 noon on September 7, 2009. No refunds with the exception of payments received after deadlines expressed in item 4d. Any requests and payments received after the cut off will be returned to the sender.
 - d) All requests for tickets for the drawing must be received by:
 - 1. Mail by September 5, 2009
 - 2. Phone or fax by 10:00 AM on September 7, 2009, or
 - 3. On Campus at Turtle Bay Exploration Park by 12:00 noon on September 7, 2009
 - e) To purchase tickets, call Turtle Bay Exploration Park at (530) 242-3190 or 1 (877) 280-3085. Payment can be by cash, check or credit card. California raffle rules prohibit online raffle ticket sales. Official ticket request forms sent by email will be returned to sender.
 - f) All sales transactions are final. No payments will be refunded except as noted below in "Item #6 - Refunds." When a raffle ticket order is placed and funds have cleared, Turtle Bay Exploration Park will process the raffle ticket for the purchaser and mail by USPS by filling in the name, address and phone number of the purchaser.
 - g) If payment of any winning ticket has not cleared by the time of the drawing, including but not limited to a denial of a credit card or non-clearance of a check, the winner shall be required to wait for a period of five (5) days before being able to receive the prize. Within the five (5) days the winner will be given the ability to produce valid payment (cash or certified funds). If payment is not cleared within the five (5) day period then the backup winner will be notified.
 - h) Raffle ticket costs are not tax deductible. The IRS rules 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.
 - i) By participating in this raffle, each participant releases Turtle Bay Exploration Park and its directors, officers, employees and agents from any and all liability for injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession, use or misuse of the prize and the winner agrees to indemnify and hold Turtle Bay Exploration Park

and its directors, trustees, regents, docents, officers, employees and agents harmless from any and all losses, damages, costs, expenses, rights, claims and actions of any kind arising in connection with or as a result of the winner's acceptance or use of any prize.

- 5) **PRIZE WINNERS:** Winner notification will be made by telephone, mail and posted on the web page.
 - a) The winner will need to provide proper identification to the satisfaction of D. H. Scott & Company CPA's.
 - b) Each winner, within the contiguous United States, will receive transportation to pick up their respective prizes in Redding, CA. A representative of Turtle Bay Exploration Park will assist in coordinating all the details with each of the winners. Turtle Bay reserves the right to ship the bicycle to the winner if shipping costs are less than transportation costs.
 - c) Winners who do not travel to Redding, will be responsible for delivery and shipping or transportation costs related to the specific prize won.
 - d) Three successive alternate back up winners (one per prize) will be drawn, and the tickets held by D. H. Scott & Company CPA's but not announced in case the winner does not claim the prize by September 17, 2009 or is deemed otherwise ineligible.
 - e) Winner agrees to the use of his/her name, photograph or videotape likeness and statements for publicity purposes by Turtle Bay Exploration Park and agrees to sign a publicity release without any further compensation.
 - f) There is to be no substitution for the raffle prize, with the exception of bicycle sizing. Winner will work directly with The Bike Shop to exchange sizes.
 - g) Odds of winning the prize depend on the number of eligible entries received during the program period.

- 6) **REFUNDS:**
 - a) All raffle ticket sales are final.
 - b) No refunds will be made except as listed under item 4b. No other refunds are available.
 - c) Turtle Bay Exploration Park 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.
 - d) A raffle participant's sole and exclusive remedy for Turtle Bay Exploration Park's breach shall be limited to the return of the purchase price paid for his or her raffle ticket(s).
 - e) In no event shall Turtle Bay Exploration Park or its directors, trustees, regents, volunteers, officers, employees, members, committee members, agents, contractors, advisors, 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.
 - f) Turtle Bay Exploration Park reserves the right to cancel this raffle contest at any time, in which event each purchaser will receive a full refund of the amount paid to Turtle Bay Exploration Park for their purchase of raffle tickets.