

Frontier Toyota Henry Mayo Car Raffle

Terms & Conditions

Henry Mayo Newhall Memorial Health Foundation, Inc. (“HMNHF”), a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting the Frontier Toyota Henry Mayo Car Raffle (“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. HMNHF’s interpretation and application of these rules and regulations shall be final.

The Grand Prize Drawing for the Raffle will be held on Wednesday, May 26, 2021. Tickets will be sold beginning April 9, 2021 and will continue until 12:00pm on Tuesday, May 25, 2021. All raffle entries sent via US Mail must be postmarked no later than Wednesday, May 19, 2021. The drawing may be open to the public, but the winner does not need to be present to win.

Up to 1,000 tickets will be sold. The chances of winning are based on that number. If fewer tickets are sold, your chances of winning the Grand Prize improves. The Internal Revenue Service (“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.

The Grand Prize winner shall assume all fees, local, state and federal taxes, sales tax, and any applicable financing costs which must be paid prior to the Car being transferred to the winner. HMNHF takes no responsibility for any tax liabilities or costs. 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 HMNHF for publicity purposes and in lists of prize winners to be published in area newspapers and other publications and announced on the HMNHF Raffle website. Other rules and regulations may apply. Please contact HMNHF if you have questions. HMNHF’s interpretation and application of the rules and regulations shall be final.

By entering this Raffle, each participant releases HMNHF, Frontier Toyota, and their directors, officers, employees, agents, parent or affiliated companies, and insurers (the “Released Parties”) 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 the Released Parties 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.

Each participant hereby waives the provisions of California 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”.

1. **Tickets:** The purchase price of each ticket is \$100.00 and is non-refundable. Each ticket is one chance to win the Raffle prize. Division of prize by a group purchasing a ticket in common shall be the sole responsibility of the person named as the holder of record of that ticket, should that ticket be selected as a winner.

HMNHF 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 HMNHF. Prior to the Grand Prize drawing, HMNHF 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. All orders for tickets must be received and/or purchased by the indicated deadline. HMNHF 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.

A Raffle participant’s sole and exclusive remedy for HMNHF’s breach shall be limited to the return of the purchase price paid for his or her Raffle ticket(s). In no event shall HMNHF, its directors, officers, employees, agents, parent companies, insurers, representatives, or Frontier Toyota 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.

2. **How to Purchase:** An individual can purchase as many Raffle tickets as he or she may wish, subject to availability. Raffle ticket forms are available to download online at <http://bidpal.net/golfhybrid>. Raffle ticket forms and payment for each Ticket in good funds must be received by HMNHF at 23845 McBean Parkway, Valencia, California 91355 by the deadline set forth above. Raffle tickets may not be purchased online. The original printed Raffle ticket will be retained by HMNHF and the stub entered into the drawing along with the stubs of all other tickets sold. The purchaser will be sent a receipt via mail or e-mail. Purchasers who wish to obtain the original printed Raffle ticket may do so by picking up the original printed Raffle ticket in person at HMNHF. U.S. Postal regulations prohibit the mailing of Raffle tickets. No refunds are available except in the exclusive discretion of HMNHF. HMNHF 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.
3. **Selection of Winners:** The drawing will be held at Henry Mayo Newhall Hospital on Wednesday, May 26, 2021 at 12:00pm PT. HMNHF in its sole discretion, modify any pre-determined schedule with respect to the drawing. Should the Grand Prize winner not claim their prize within 30 days of the Grand Prize drawing date, the Grand Prize will be forfeited, and another winner will be selected. In addition to posting the winner on the HMNHF Raffle website, a letter with the name of the winner may be obtained from HMNHF by sending a

self-addressed stamped envelope to HMNHF, 23845 McBean Parkway Valencia, CA 91355 within one week of the drawing.

In order to collect his or her prize, a Raffle ticket winner may be required to sign and deliver to HMNHF: (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 at the time he or she purchased the winning Raffle ticket; (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 HMNHF showing that the person claiming the prize is the same person who is named on the winning Raffle ticket and (d) the winning Raffle ticket stub. The Grand Prize winner may be required to submit a W-2G, Form 5754 or similar tax form (provided by HMNHF) for tax withholding purposes. If the Prize is not collected on or by **June 26, 2021** will be forfeited and another prize winner will be selected.

4. **Winning Odds:** The odds of winning a prize will depend on the number of Raffle tickets sold. If all 1,000 tickets are sold, the odds of winning the Grand Prize is 1 in 1,000. If fewer tickets are sold, the chance of winning the Grand Prize improves.
5. **Eligibility:** Anyone 18 years of age or older at the time of the purchaser's Raffle ticket purchase may enter. HMNHF staff and immediate family members residing 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.
6. **Prizes:** The Prize is a 2021 Toyota Corolla-Hybrid LE. The Car comes base model factory equipped and the winner is solely responsible for any and all state or local license, title, registration, 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 HMNHF and may be substituted with a comparable vehicle by HMNHF.

General Terms and Conditions:

7. The Car will be transferred to the Grand Prize winner "as is, where is, and with all faults". HMNHF does not make or provide any representation, guarantee or warranty, expressed or implied, in connection with the Car and accepts no liability or responsibility regarding the construction or condition of the Car. HMNHF 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 HMNHF by words and/or actions will constitute a warranty.
8. At the time of closing, all federal and state income taxes and sales tax based on the value of the car, will be due from the winner. HMNHF takes no responsibility for any tax liabilities. Consult your tax advisor.
9. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THE GRAND PRIZE 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.

10. By purchasing a Raffle ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that HMNHF has the right, in its sole discretion, to elect not to proceed with the Raffle for any reason whatsoever or for no reason, and in such event, a participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such participant for each Raffle ticket purchased, without interest.
11. **Governing Law and Venue.** The Raffle, these Terms and Conditions, and any dispute or controversy arising out of or relating thereto shall be governed by and construed in accordance with the laws of the State of California. Any disputes relating to the Raffle must be held in courts of competent jurisdiction in Los Angeles County, California.