

Napa Valley Opera House League Car Raffle Official Rules

The Napa Valley Opera House League Car Raffle ("Raffle") begins on April 9, 2008 at approximately 7 p.m. and ends on October 4, 2008 at approximately 9 p.m. ("Raffle Period"). The Raffle is sponsored by the Napa Valley Opera House League ("NVOHL" or "Sponsor") 1000 Main Street, Suite 150, Napa CA 94559. 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 Sponsor's decisions and interpretation of these Official Rules.

Void where prohibited by Law.

1. **Eligibility.** The Raffle is open to all persons age 18 and over whom are legal U.S. residents physically residing in the United States and DC. Active Members of the NVOHL, as well as Employees and Trustees of the Napa Valley Opera House, their spouses and children living in the same household are not eligible.
2. **How to Enter:** Raffle tickets ("Tickets") cost twenty dollars (\$20) each. Tickets may be purchased during the Raffle Period.
 - a. In Person: Purchase Tickets directly from a member of the Napa Valley Opera House League or an employee of the Napa Valley Opera House.
 - b. By fax or mail: Download the Official Raffle Entry Form ("Entry Form") at www.nvohl.org/car Complete legibly all information requested on the Entry Form, including name, address, and the number of Tickets you would like to purchase. Enclose payment for twenty dollars (\$20) per Ticket requested. Tickets will be mailed to you.
 - Fax the completed form and credit card payment to 707-226-5392;
 - Mail the completed form and check or credit card payment to: NVOHL Car Raffle, Napa Valley Opera House, 1000 Main Street, Suite 150, Napa CA 94559;
 - c. By Telephone: call 707-226-7372 and provide the information requested by the operator to order Tickets. Tickets will be mailed to you.

TICKETS CANNOT BE PURCHASED ONLINE OR BY E-MAIL

Phone, Faxed and Mailed-In Entry Forms and payment **must be received** no later than Friday, October 3, 2008 at 5 p.m. PDT according to the Sponsor's clock. All Tickets must be received at the Napa Valley Opera House by October 4, 2008 at "A Razzle Dazzle Evening." Entries must include payment by check, credit card (Visa or MC only) or cash.

Once an Entrant's order is processed, Sponsor will mail via U.S. postal carrier to the name and address provided on the Entry Form a receipt (ticket) which will include a Ticket number(s). All transactions will be processed in California.

A maximum of twenty-five hundred (2,500) tickets will be available for purchase. Any Entry Form and payment received after 2,500 tickets have been sold, or after 5 p.m. October 3, 2008, whichever occurs first, will be returned. No other refunds will be made, except as otherwise determined by Sponsor in its sole discretion.

Subject to availability, Entrants may purchase as many Tickets as they wish. Tickets are personal and can only be in the name of (1) individual Entrant. Entrants may not sell, donate or otherwise transfer their Ticket(s) to anyone. Prize(s) will not be issued to anyone other than the one (1) Entrant whose name is on the Entry Form.

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 or 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.

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3. **Drawing:** One (1) random drawing 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 on October 4, 2008. The drawing will be made at random.
4. **Notification.** Entrant whose Ticket is drawn ("Selected Entrant") at the Grand Prize Drawing will be notified by phone and/or U.S. Mail using the information provided on the Entry Form. If the Selected Entrant cannot be located or fails to return attempts to contact him or her within five (5) business days after Sponsor's first attempt to contact him or her, such Selected Entrant will be deemed to have forfeited the Prize, and another Selected Entrant will be drawn. The Selected Entrant will be asked to sign an affidavit of eligibility/liability/publicity release ("Release"). The Selected Entrant must provide all information requested to be eligible to win, including proof of age, proof of identity, showing 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 Selected Entrant will be required to complete and return the Release within fourteen (14) days of prize notification. The prize may be forfeited if the Selected Entrant: (i) cannot be reached; (ii) fails to obtain 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 for any reason. The Selected Entrant grants permission for the use of his or her name, photographs, or likenesses for advertising and promotion for this and similar promotions without compensation, unless prohibited by law.
5. **Grand Prize:** The Selected Entrant will receive the Grand Prize ("Grand Prize") according to the following ticket sale, depending upon the number of Tickets sold as of the end date of the Raffle:

Tickets sold	Grand Prize
0-2,299	An amount equal to 50% of the total Ticket proceeds received by Sponsor minus all costs and expenses paid or incurred by Sponsor in connection with the Raffle.
2,300-2,500	2008 Toyota Prius Model #1224 (MSRP \$23,334) with delivery in October 2008 and subject to availability.

The 2008 Toyota Prius is provided 'as is' with no guarantees or warranties from Sponsor. Winner is subject to relevant federal, state and local taxes. Other expenses, including automobile license, taxes, and other transfer fees in connection with the Grand Prize are the sole responsibility of the Selected Entrant.

No substitution, transfer, or cash redemption of prizes, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason.

6. **Proceeds.** Proceeds from the Raffle will benefit the Napa Valley Opera House and its ongoing artistic programming in Napa, California.
7. **Odds.** Odds of winning depend on the total number of Tickets sold. If 2,500 Tickets are sold, the odds of winning the Grand Prize are 1:2,500.
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. By participating, Entrants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor with shall be final and binding; and (ii) to waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law. By accepting the Grand Prize, Selected Entrant 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 ay 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 Selected Entrant's name, photograph, likeness, statements,

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biographical information, voice, and city and state address 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. Taxes, if any, are the sole responsibility of Selected Entrant and Selected Entrant 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. 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.

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. Privacy. All personal information collected by Sponsor will be used for administration of the Raffle and the Napa Valley Opera House. The Sponsor will not share, sell or otherwise distribute personal information collected except as stated above.
10. Official Rules and Winner List: The name of the Selected Entrant will be posted on Sponsor's website on or about October 7, 2008. The name of the Selected Entrant and a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: NVOHL Car Raffle, 1000 Main Street, Suite 150, Napa CA 94559. WA and VT residents need not affix return postage. Requests must be received within 30 days of the close of the Raffle.
11. Registration with the State of California. By letter from the Attorney General's office, the Napa Valley Opera House has registered with the Department of Justice under Raffle Registration Number R-5142 and is authorized to conduct raffles in California pursuant to the provisions of Penal Code section 320.5 for the raffle period, which begins April 9, 2008 and ends October 4, 2008.