



## California FFA Foundation Chevy Truck Raffle Terms & Conditions

The California FFA Foundation (Foundation), a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting a 1952 Chevy Truck 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. The Foundation's interpretation and application of these rules and regulations shall be final.

The Grand Prize drawing for the Raffle will be held during the 95<sup>th</sup> State FFA Leadership Conference, March 16-19, 2023, in Ontario, California. Tickets will be sold beginning on October 1, 2022, and will continue until the drawing, March 16-19, 2023. The Raffle may be open to the public, but the winner does not need to be present to win.

The chances of winning are based on the total number of tickets sold. 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 Chevy Truck (Truck) winner shall assume all fees, local, state and federal taxes, sales tax, financing costs which must be paid prior to the Truck being transferred to the winner. The Foundation 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 the Foundation for publicity purposes and in the list of prize winners to be published in area newspapers and announced on the [www.CalAgEd.org](http://www.CalAgEd.org) website and other social media mediums utilized by the Foundation. Other rules and regulations may apply. Please contact the Foundation if you have questions.**

**By entering this Raffle, each participant releases the Foundation and California Association, FFA, its 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 the Foundation and California Association FFA 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”.

**Tickets:** The purchase price of each ticket costs \$100.00 and are 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.

The Foundation reserves the right to reject any entry form submitted with payment that does not constitute “good funds”. All defective or physically altered entry forms will be immediately disqualified by the Foundation. Prior to the drawing, the Foundation 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 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. The Foundation assumes no responsibility for lost, late, misdirected or non-delivered mail, phone or fax messages, or any other failure to receive orders or deliver receipts prior to the Raffle deadlines.

**A Raffle participant’s sole and exclusive remedy for the Foundation’s breach shall be limited to the return of the purchase price paid for his or her raffle ticket(s). In no event shall the Foundation, 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:** An eligible individual can purchase as many Raffle tickets as he or she may wish, subject to availability. Ticket(s) may be purchased at an event where the Foundation is selling tickets; calling the Foundation at 209-744-1969 to place an order by phone providing name, address, and phone number along with credit card number, credit card security code and expiration date. Tickets cannot be purchased on the website or by email. Any entry form submitted by email will be rejected. All entries must include payment by check, cashier’s check, money order, cash or credit card.

No refunds are available except in the exclusive discretion of the Foundation. The Foundation assumes no responsibility for lost, late, misdirected, or non-delivered mail, or any other failure to receive orders or deliver receipts prior to the Raffle deadlines.



**Selection of Winners:** The Raffle will be held at the 95<sup>th</sup> State FFA Leadership Conference, March 16-19, 2023, in Ontario, California. FFA, may in its sole discretion, modify any pre-determined schedule with respect to the Raffle.

Winner need not be present to win. If not present at the drawing, the winner will be notified by telephone or email within five business days following the Raffle. Should the Truck winner not claim their prize within 30 days of the Raffle date, the Truck will be forfeited, and another winner will be selected. In addition to the name of the winner being posted on the [www.CalAgEd.org](http://www.CalAgEd.org) website, a list may be obtained from the Foundation or by sending a self-addressed, stamped envelope to FFA Raffle, PO Box 186, Galt, CA 95632 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 the Foundation: (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 Foundation 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 Truck winner may be required to submit a W-2G, Form 5754 or similar tax form (provided by the Foundation) for tax withholding purposes.

**Winning Odds:** The odds of winning a prize will depend on the number of Raffle tickets sold.

**Eligibility:** Anyone 18 years of age or older at the time of the purchaser's Raffle ticket purchase may enter. Foundation, California Association, FFA and California Agricultural Teachers' Association 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.

**Prize:** The winner will receive a 1952 Chevy Truck.

The prize will be received in as is condition and winner(s) are also 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



## General Terms and Conditions:

1. The prize, will be transferred to the winner “as is, where is, and with all faults”. The Foundation does not make or provide any representation, guarantee or warranty, expressed or implied, in connection with the prize and accepts no liability or responsibility regarding the construction or condition of the prize. The Foundation does not warrant that the prize is of mercantile quality or that it can be used for any particular purpose. No express warranties are given and no affirmation of prize by words and/or actions will constitute a warranty.
2. At the time of closing, all federal and state income taxes and sales tax based on the value of the prize, will be due from the winner. The Foundation makes no guarantee that the Internal Revenue Service (IRS) will accept that value of the prize for the purpose of determining any income tax that may be due from the winner. The Foundation takes no responsibility for any tax liabilities. Consult your tax advisor.
3. 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 ANY COURT HAVING JURISDICTION THEREOF.
4. By purchasing a Raffle ticket and choosing to participate in the Raffle, each raffle participant acknowledges and agrees that the Foundation 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.
5. Terms and conditions 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 Sacramento, California.

## Registration with the State of California:

By letter from the Attorney General’s office, the California FFA Foundation has registered with the Department of Justice under Raffle Registration Number RF0015216 and is authorized to conduct raffles in California pursuant to the provisions of Penal Code section 320.5 for the raffle period which begins September 1, 2022 and ends August 31, 2023. Registration does not imply endorsement.