

TURTLE BAY EXPLORATION PARK
Official Raffle Rules & Regulations: 2008 Toyota Highlander Hybrid SUV Limited

- 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 car raffle 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 at the time of purchase.
 - a) Raffle tickets may not be purchased in the name of a business, trust, corporation, or other entity, or wherever prohibited by applicable law.
 - b) Employees of Turtle Bay Exploration Park and Nystrom & Company, LLP and their respective directors and trustees are not eligible to purchase raffle tickets.
- 2) **RAFFLE PRIZE:** The Prize is a 2008 Toyota Highlander Hybrid Limited 4WD SUV and made available by Lithia Toyota of Redding in Redding, CA.
 - a) The retail value of the 2008 Toyota Highlander Hybrid Limited SUV is \$48,407.00.
 - b) The winner will be responsible for the vehicle's taxes, title and license.
 - c) The winner assumes and must pay all Federal, state and local income taxes 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.
 - d) In addition, all other expenses associated with car ownership, such as (without limitation) insurance, are the prize winner's sole responsibility.
 - e) Turtle Bay Exploration Park assumes no responsibility for a prize winner's tax obligations and suggests the winner consult a tax advisor.
 - f) Specific car information may be found on the Turtle Bay Exploration Park website.
- 3) **PRIZE DRAWING DATE:** The random drawing for the 2008 Toyota Highlander Hybrid Limited SUV raffle prize will be held on Saturday, June 21, 2008 at 6:00 pm at the Café at Turtle Bay, located at Turtle Bay Exploration Park.
 - a) Nystrom & Company, LLP, a CPA firm located in Redding, California, will supervise all drawings.
 - b) The drawings for prizes are open to the public, but the winner does not need to be present to win.
 - c) 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 March 21, 2008 and June 21, 2008. The price per ticket is \$50.00 or three (3) for \$100.00. Only 7,500 tickets will be sold and 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) Ticket sales will cease at 2:00 pm, June 21, 2008. Any requests and payments received following the cut off will be returned to the sender.
 - c) Each raffle ticket will be entered separately in the drawing and is a separate and equal chance to win the 2008 Toyota Highlander Hybrid Limited SUV.

- d) All requests for tickets for the drawing must be received and/or purchased by the indicated deadline.
 - e) To purchase tickets, call Turtle Bay Exploration Park at (1-877-543-7771). Payment can be by cash, check or credit card. California raffle rules prohibit online raffle ticket sales.
 - f) All sales transactions are final. No payments will be refunded except as noted below in "Item #6 - Refunds."
 - g) If the credit card transaction is denied for any reason or the check does not clear the bank, the ticket purchase is null and void and the purchaser will be notified of the problem. The next ticket order in line will be processed. 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.
 - 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, 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 WINNER:** 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 Nystrom & Company.
 - b) The winner will receive transportation to pick up the car in Redding, CA. A representative of Turtle Bay Exploration Park will assist in coordinating all the details with the winner regarding the delivery, tags and registration of the vehicle.
 - c) Two successive alternate back up winners will be drawn, and the tickets held by Nystrom & Company but not announced in case the winner does not claim the prize by July 1, 2008 or is deemed otherwise ineligible.
 - d) 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.
 - e) There is to be no substitution for the raffle prize.
 - f) 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 under this circumstance: any ticket request with verified payment received after 7,500 tickets have been sold or after 2:00 p.m. June 21, 2008 will be returned. 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, 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.