



Broken Arrow Car Raffle Fund Raiser Rules

The Broken Arrow Band Parents Association (BABPA), operates within Broken Arrow Public Schools (BAPS) which is a non-profit organization under the laws of the State of Oklahoma for the primary purpose of supporting band related educational activities of the Broken Arrow Public Schools in Broken Arrow, OK. The 2016 BABPA Band Car Raffle ("Raffle") is conducted for the purpose of generating funds to offset student financial obligations of the BAPS Band trip to the 2017 Tournament of Roses Parade®.

1. ELIGIBILITY. Each entrant, by entering the Raffle, agrees to abide by all of the rules and conditions contained herein, as well as all applicable local, state and federal laws and regulations, and further agrees to release the foundation and its directors, officers, agents and employees from any and all liability with respect to all aspects of the raffle including, but not limited to, the selection process and all activities associated with the prizes awarded. The Raffle is open to any eligible person residing in a state, county or city where the Raffle is not prohibited. Executive Officers of the BABPA Board of Directors, BABPA Fundraising Executive Committee members, BAPS Band Directors and their immediate family members and agents and prize suppliers and their immediate family members are not eligible to participate in the Raffle. Immediate family members is described as spouse, children, or any extended family living in the same household. Entrants must be 18 years of age or older and legal residents of the United States of America.

2. CERTIFICATE DISTRIBUTION. A single, numbered ticket ("Certificate") for the Raffle shall be issued in conjunction with a single ticket for \$20.00 as **suggested voluntary contribution** made to BABPA for the purpose of generating funds to offset student financial obligations of the BAPS Band trip to the 2017 Tournament of Roses Parade. A total of 10,000 Certificates will be issued. An entrant can enter the Raffle and obtain a Certificate by making donations at a promotional event, directly to members of the BABPA, to BA students soliciting donations or where Certificates are made available. Donations can be made via cash and check only. Certificates will be available until the earlier of 5:00 p.m. Central Time (CT) on November 25, 2016 or such time as the total designated number of Certificates have been issued, whichever comes first. All Certificates will be issued and recorded on a first come, first served basis. Winner must have the original Certificate in order to receive the Grand Prize. Failure to produce the original Certificate within 30 days of Raffle drawing will result in forfeiture of the Grand Prize and an alternate winner will be drawn. Certificates have no cash or redemption value.

3. BAPS BAND STUDENT BENEFITS OF CERTIFICATE. Twenty five percent of each donation qualifying for a Certificate that is designated with a BAPS band student ID number will be deposited into that respective band student's financial band account for the sole purpose of band related obligations including, but not limited to, band trip expenses and uniform requirements. If a band student ID number is not designated on a Certificate, then the full Certificate amount, less expenses, will go into the BAPS high school band's Rose Parade® General Fund Account.

4. GRAND PRIZE. The Grand Prize is the 2016 Honda Civic in the color of White from South Pointe Honda in Tulsa, OK. The awarded 2016 Honda Civic includes standard features of the Civic model only as designated by Honda. Options may be added at winner's sole expense. Pricing for options will be provided by South Pointe. The Winner must negotiate directly with the dealership for any and all additional vehicle options desired. BABPA will not act as an agent on behalf of the Winner regarding the order of options.

The Grand Prize Winner must take delivery of the vehicle at South Pointe Honda in Tulsa, OK. The Winner, at his or her sole expense, may choose to have the vehicle shipped to another location for final delivery. The Winner is responsible for making any and all such arrangements. BABPA will not act as agent on behalf of the Winner in arranging final transportation. Timing of the delivery of the vehicle is at the discretion of South Pointe.

No substitutes for the Grand Prize are afforded by BABPA.

"Honda" and "Honda Civic" are registered trademarks.

5. OTHER PRIZES. No additional prize drawings will be held concurrent with the Grand Prize Drawing for all completed and valid entry Certificate forms that are in possession of BABPA by 5:00 p.m. CT on November 25, 2016.

1. RESPONSIBILITIES OF GRAND PRIZE WINNER.

Winner will be required to provide BABPA with a valid U.S.A. social security number and must complete all IRS and similar forms requested by BABPA prior to delivery of their prize. Failure to do so within thirty (30) days of request shall result in an automatic forfeiture of such winner's prize.

The MSRP of the vehicle is includible in Winner's gross income and may be subject to reporting by BABPA to the IRS. The voluntary contribution associated with the Certificate is not deductible except to the extent the actual contribution exceeds the suggested voluntary contribution amount. The winner of the Grand Prize is responsible for all licensing, registration, title, license plate, dealer preparation, shipping and all other fees, and local, state and federal taxes, including without limitation and all applicable sales, use, luxury, income and special taxes. BABPA specifically disclaims all expressed or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose regarding the 2016 Honda Civic vehicle.

The Prize vehicle will not be modified by BABPA to meet specific local, state or country requirements. Winner agrees to accept the vehicle as built for U.S. licensing and registration requirements. Winner will be responsible for any modifications required for import to a country outside of the U.S.

Winner must complete and sign a W-2G form and all required to tax forms, verify his/her social security number and deliver a cashier's check or bank certified check for 25% federal income tax withholding based on the fair market value of the Grand Prize vehicle (MSRP \$20,275.00) minus the contribution amount of the Certificate to BAPS prior to release of the vehicle. Winner is responsible for any backup withholding required by the IRS. BAPS will submit the taxes

collected to the IRS on behalf of the Winner. Winner must also show proof of State issued Driver License and proof of insurance.

BAPS will file a form W-2G with the IRS to report the value of the prize won and the taxes paid in by the Winner. The Winner will receive a copy of the W-2G. Winner should consult a tax professional.

6. WINNING CHANCES. A maximum of 10,000 Certificates will be available. Each Certificate represents one chance to win the Grand Prize only. Chances of winning the prize depends on the number of eligible Certificates, up to 10,000.

7. DRAWING. The Grand Prize Winner will be determined by a random drawing of the corresponding Certificate stubs of all the eligible Certificates issued by the entry deadline. The Grand Prize drawing will be held at Broken Arrow Memorial Field on December 3, 2016, and will be supervised by members of the BABPA Board of Directors and its Executive Fund Raising Committee. All eligible Certificates issued by the date and time for the drawing as noted above will be eligible for the Grand Prize drawing. An alternate Winner's name will be drawn and such person will be contacted by BABPA in the event that the original Grand Prize Winner is deemed ineligible. Winner need not be present to win.

8. MODIFICATION OR CANCELLATION OF DRAWING. BABPA reserves the right to cancel or modify the Raffle. If 120 % of the Grand Prize MSRP value of the voluntary contributions is not reached by November 25, 2016, BABPA, at its option, may modify the Raffle to a "Fifty/Fifty" model whereby the Grand Prize is valued based on a 50% split of the remaining net proceeds (income less expenses) equally between the Grand Prize winner and BABPA. If all available certificates are distributed before the scheduled Grand Prize drawing date (i.e., BABPA has determined that the raffle is "sold out"), BABPA reserves the right to end the raffle early by holding the Grand Prize Drawing at a date earlier than the scheduled publicized drawing date.

9. WINNER. Winner will be notified by a BABPA representative by phone, e-mail or by mail based on the information received on the Certificate registration form. Name of Winner will be available to all media and will be available at the offices of Broken Arrow Fine Arts Department and listed on BABand's website and BAPS's offices and website. Winning entrant agrees to allow BABand and BAPS to use their name, likeness, and any statements made by him/her regarding the prize for advertising or publicity purposes without compensation. Winner agrees to be photographed with the Grand Prize within sixty (60) days of the drawing. Winner may be required to complete and return an affidavit of eligibility and liability release. Failure to do so if requested, or if Winner otherwise fails to comply by these rules and/or to make arrangements to claim his/her prize within thirty (30) days of notification will void that entry and thus forfeit the prize.

10. AWARDING OF GRAND PRIZE. More than one name may be listed on a registration form, but the first name listed shall be deemed to be the entrant. A social security number must be provided by the Grand Prize Winner, and it must be that of the entrant. Delivery or payment of the prize shall be made solely to the entrant. In a multiple party entry it is the sole responsibility of the entrant to allocate any such prize among the participants in a multiple party entry.

11. AUTHORITY AND CONTROL. The decision of BABPA and BAPS shall be final in all matters concerning the Raffle. The Raffle is subject to the laws of the State of Oklahoma. Void where prohibited by law. BABPA and BAPS reserve the right to amend, modify or otherwise alter these rules at any time.

12. OVERSIGHT. The 2016 Broken Arrow Band Car Raffle Fund Raiser is overseen by the Broken Arrow Fine Arts Department office, in Broken Arrow, OK.

To obtain a raffle ticket with no suggested voluntary contribution any amount under \$20.00, please email babandcarraffle@gmail.com. In the subject line write "BA Band Raffle Ticket". Include your name, phone number, and email address. You will be contacted with date and time to come and sign for your ticket. Limit 1 non-donation ticket per household.