



### **Official Manx Club *Membership Appreciation Raffle* rules (“Official Rules”)**

The Membership Appreciation dune buggy raffle is sponsored by, and will solely benefit, the Manx Club (hereafter referred to as “MC”) located at P.O. Box 1933, Simi Valley, CA, 93062, USA. By participating in this raffle, all participants and specifically the person named on a raffle ticket stub accept and agree as follows:

1. **HOW TO ENTER.** All members in good standing of the Manx Club as of December 31<sup>st</sup> 2017 are automatically entered. Tickets are personal and can only be in the name of an individual Entrant. The name on the Ticket of the Entrant will be that of the official MC membership. Entrants may not sell, donate or otherwise transfer their ticket(s) to anyone. The prize will be issued only to the Entrant whose name is listed on the Winning ticket. The prize will only be awarded to active MC members at time and date of the drawing. MC assumes no responsibility for lost, late, misdirected, or non-delivered mail or other failure to deliver tickets prior to any deadline. To be excluded from the raffle members may do so in writing to P.O. Box 1933, Simi Valley, CA, 93062 no later than May 1, 2018.
2. **GRAND PRIZE.** The prize consist of two (2) separate Meyers Manx DIY New Classic Body Kit in any standard solid or metalflake color (of the winner’s choosing), an Original Dash, a Classic Manx Windshield, A Mild Steel Roll Bar, a Chromed Front Bumper, most of the Necessary hardware, and delivery of the kit and accessories to the winners anywhere in the continental U.S. (excludes delivery outside of the continental U.S.), valued at \$5,600.00. All transfer fees, license fees, registration fees, any and all relevant federal, state and local taxes, and delivery costs/fees outside of the continental U.S. are the sole responsibility of the Selected Entrant in connection with the Grand Prize. The Grand Prize winners are responsible for the payment of all taxes resulting from the income attributable to the receipt of this prize, and should consult his/her professional legal and accounting advisors regarding the tax effects of his/her respective choices.
3. **DRAWING & ODDS.** Two (2) drawings for the Grand Prize will be made at random and conducted by a representative/agent of the Manx Club. The physical ticket drawings will be held onsite at Meyers Manx Inc, in Valley Center, California. The winners will be disclosed at the Big Bear Bash event on July 14, 2018 and at Manx around the Mountain on August 11, 2018 respectively. The prize offered *may not* be substituted for cash. Entrants need not be present to win. The grand prize winners will be selected from among the ticket stubs that have been detached from all tickets issued. The prize is awarded based on the name written on the ticket, not by the pre-printed number on the ticket. The pre-printed number is an audit mechanism that ensures all tickets are present and accounted for at the time of the raffles. Odds of winning depend on the total number of active Members as of December 31<sup>st</sup> 2017. Prize winner of the first Grand Prize is not eligible for the 2<sup>nd</sup> Grand Prize.
4. **NOTIFICATION/FINAL AWARD OF GRAND PRIZE.** The winning ticket shall be selected at random. The 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 Manx Club membership registry. a) Selected Entrant must take possession of the prize within ninety (90) calendar days of notification. If Selected Entrant fails to take possession, or cannot be located within ninety (90) calendar days after reasonable attempts to do so, or is deemed to be ineligible based on the stated rules, Selected Entrant will be deemed to have forfeited the prize, and another special drawing will be held to award that prize. The final Selected Entrant is responsible to take delivery in person at Valley Center, California or through Certified/Signature U.S. Mail or through some other verified affidavit. The winner shall have no rights in the Prize until the Prize is fully and unconditionally accepted by the winner as evidenced by the timely return of the Prize



Acceptance Form and until complete delivery of the Prize is made to the winner. The Prize remains the sole property of the MC until unconditionally accepted by the winner.

5. **ELIGIBILITY.** The Raffle is open to all persons age 18 or older who are a current member in good standing of the Manx Club effective and on December 31, 2017. This includes MC's board members and volunteers. All winners Must be current club members at the time of the drawing. The Prize will not be awarded, and will be deemed forfeited, if the winner is no longer an active Manx Club member or is not in good standing at the time of the drawing. For a Member to be considered in good standing, their membership dues must be paid in full. Any members that have been suspended or revoked at time of drawing are not eligible. (If the Grand Prize has been deemed forfeited, the prize will be awarded in accordance with Section 4 above: NOTIFICATION/FINAL AWARD OF GRAND PRIZE.) Any offer to participate is void where prohibited by law. Winners will need to provide a Social Security number or Taxpayer ID number consistent with the name(s) on the ticket(s). Out of country, residents will need to provide a copy of the identification page of their passports issued by their country of origin. The Prize shall not be transferred until all legal requirements have been met. The winner of the Prize agrees that the "fair market value" of the complete Meyers Manx DIY New Classic Body Kit and accessories is \$5,600.00 for income tax and all other purposes. MC provides no guarantee or warranty (a) as to the value of any item, (b) that the Internal Revenue Service (IRS) or the California Franchise Tax Board will accept the MC stated value as the value of the prize for the purposes of determining any income tax payable, or (c) that prizes can be subsequently sold for its stated value.
6. **VOID WHERE PROHIBITED BY LAW.** If the Member resides outside the State of California, it is the responsibility of the Member to determine whether the Member's participation in the raffle is legal in the nation or state of the Member's residence and whether the Member may accept the Prize as the winner thereof. If participation or acceptance by the winner is prevented by any national, federal, state, or local law, the Prize will be deemed forfeited, no refund shall be paid to the winner and the Prize shall be awarded in accordance with Section 4 above: NOTIFICATION/FINAL AWARD OF GRAND PRIZE.
7. **PUBLICITY.** As a condition to the final awarding of the Grand Prize, the Selected Entrant must grant permission for the use of his or her name, photographs, or likenesses for advertising and promotion for this Raffle and other MC promotions or events without compensation, unless prohibited by law. The Selected Entrant must sign and return to MC an affidavit of eligibility, liability and publicity release in the form approved and provided by MC ("Release") and all requested supporting information, including (without limitation) proof of age and proof of identity, showing that the person claiming the Grand 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 ten (10) days after receipt of Grand Prize notification. The Grand Prize may be forfeited if the Selected Entrant: (i) fails to obtain all signatures; (ii) fails to return the Release and any supporting documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the Grand Prize for any reason. (If the Grand Prize has been deemed forfeited, the prize will be awarded in accordance with Section 4 above: NOTIFICATION/FINAL AWARD OF GRAND PRIZE.)
8. **LIABILITY INSURANCE.** It shall be the sole responsibility of the Selected Entrant to purchase all required liability insurance.
9. **WARRANTY.** Upon acceptance of delivery, the Selected Entrant agrees that any and all maintenance and service shall be the sole responsibility of the Selected Entrant. Disputes regarding the condition of the Prize are not subject to any type of warranty or guarantee of suitability for intended use. The vehicle is accepted in "as is, where is" condition with absolutely



no express or implied warranties of any kind by MC. The winner also agrees to indemnify and hold the MC harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of the winner's acceptance or use of the prize.

10. **OFFICIAL RULES AND SELECTED ENTRANT.** The names of the Selected Entrant will be posted on the MC website 60 days after the drawing. The names of the Selected Entrant and a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: Manx Club P.O. Box 1933, Simi Valley, CA, 93062, USA. All such requests must be received by MC within 30 days after the Selected Entrant is drawn.
11. **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 MC. By participating, Entrants agree that: a) They be fully and unconditionally bound by all the rules, limitations and restrictions of these complete Official Rules and that the decisions of MC regarding the interpretation of these Official Rules and the administration of the Raffle shall be final and binding on all Entrants; b) they waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law; c) To the full extent permitted by law, to release MC, Meyers Manx Inc. and their respective officers, directors, representatives, employees, and agents, and any person or entity associated with the production, judging, or administration of the Raffle or the interpretation of these Official Rules (collectively, the "Releasees") from all claims, causes of action, damages, liabilities, attorneys' fees, and costs of litigation and settlement (collectively, "Claims") arising out of or connected in any way with the Raffle and/or its production, judging, or administration (including, without limitation, the interpretation of these Official Rules). By accepting the Grand Prize, Selected Entrant agrees to release all Releasees from and against any Claims as well as any liability due to any 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 the prize or participation in any Raffle-related activity or participation in this Raffle (including, without limitation, and except where prohibited by law, the use of the Selected Entrant's name, photograph, likeness, statements, 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; d) Taxes, if any, are the sole responsibility of Selected Entrant and Selected Entrant will be issued all relevant Internal Revenue Service forms and notifications, including, but not limited to 1099, Forms W2-G and W-9, as applicable, for the value of the Grand Prize. Selected Entrant will be responsible for paying income taxes, DMV use tax, and transfer /registration fees prior to taking possession of the Grand Prize. Each member is advised to consult tax advisors with respect to the tax liabilities that may arise from winning the Grand Prize in this Raffle. The fair market value of the prize is \$5,600.00. e) MC 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.
12. **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, MC RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**
13. **PRIVACY.** All personal information collected by MC will be used for administration of the Raffle and MC's promotion/marketing of future MC events. MC will not sell or otherwise distribute personal information collected except as stated above.



14. APPLICABLE LAW/JUDICIAL REFERENCE. This Raffle is intended to be conducted in accordance with applicable California law. The decisions of MC regarding the interpretation of these Official Rules and the administration of the Raffle shall be final and binding on all Entrants. Subject to the foregoing, any controversy, dispute, or claim between MC and any Entrant, in any combination, arising out of or connected in any way to these Official Rules or the Raffle (collectively, a "Controversy") shall be heard by a referee, without a jury, in accordance with the provisions of section 638, et seq., of the California Code of Civil Procedure or their successor statutes. The referee shall be appointed by the court, shall hear and determine all of the issues in the action or proceeding brought to resolve the Controversy, whether of fact or of law, and shall report a statement of decision to the court, all in accordance with the provisions of section 638, et seq., of the California Code of Civil Procedure or their successor statutes. MC may plead the finality of its interpretation of these Official Rules and of its decisions regarding the administration of the Raffle as a full and complete defense should such a Controversy involve MC and its performance of such activities.

In the event the release described herein is held by a court of competent jurisdiction to be inapplicable in a particular circumstance, an Entrant's sole and exclusive remedy for any Claim against any Releasee arising out of the conduct of the Raffle shall nevertheless be limited to the removal of the Entrant of the Raffle. In no event shall MC, or any of their directors, volunteers, officers, employees, or representatives be liable to any Entrant or other person or entity for any loss or injury to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any Entrant or other person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.