

## **Official Contest Rules & Regulations**

### **For the Miracles and Martinis Car Raffle 2012**

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By participating, you agree that:

These **Official Rules** govern the conduct of the raffle and are binding on everyone who purchases a raffle ticket and/or who is named on a raffle ticket. MIRACLE LEAGUE OF MANASOTA, INC. CAR RAFFLE is a fundraising activity in support of MIRACLE LEAGUE OF MANASOTA, INC., INC. ("the MIRACLE LEAGUE") which is a not-for-profit, 501(c)(3) charitable organization with a company address of 8466 N. Lockwood Ridge Road #312 Sarasota, Florida 34243. The mission of the MIRACLE LEAGUE is to offer accessible recreational opportunities for children and adults with special needs so that they can participate in a team sport as a member of an organized baseball league. Specifically, the MIRACLE LEAGUE is constructing a fully handicapped accessible baseball facility and sports complex for children with special needs and their adult counterparts. Once constructed, the MIRACLE LEAGUE will operate a baseball league for its participants.

The Prize: Each ticket holder wins entry into the Miracles and Martinis party on March 31, 2012. One Grand Prize winner will be chosen from the ticket holders. The Grand Prize winner shall have the option to choose one of the following automobiles: 1) a 2012 BMW X3; **OR** 2) a 2012 BMW 328i Convertible ("Grand Prize"). The 2012 BMW X3 has an MSRP of approximately \$44,375 and the 2012 BMW 328i convertible has an MSRP of approximately \$51,925. **THERE SHALL BE NO SUBSTITUTIONS OF AUTOMOBILES; NO CASH REFUNDS; AND NO CASH OTHER SUBSTITUTIONS.** The Grand Prize winner assumes and must pay all fees and charges (including, but not limited to, tags and license), local, state and federal taxes when the car is transferred to the winner. In addition, all costs of car ownership, such as (without limitation) insurance, are the Grand Prize winner's sole responsibility. MIRACLE LEAGUE assumes no responsibility for a prize winner's tax obligations and suggests you consult your tax advisor. MIRACLE LEAGUE will file a form W-2g with the Internal Revenue Service to report the value of the prize won. **As required by the Internal Revenue Service, prior to receipt of the grand prize car, the winner will be responsible for the payment to the MIRACLE LEAGUE of withholding taxes equal to 25% of the fair market value of the grand prize car chosen.** The winner will also receive a copy of the IRS Form W-2g form reporting the value of the grand prize and the amount of taxes withheld. This offer is void where prohibited by law and all federal, state and local laws and regulations apply. The winner must have proper identification when claiming the vehicle (a valid state driver's license) and appropriate insurance as determined by BMW of Sarasota. If the winner elects not to accept the vehicle, no substitution or exchange for cash or other goods will be provided. MIRACLE LEAGUE is not responsible for the vehicle's quality nor shall it have any responsibility once the vehicle has been conveyed or delivered to the winner. MIRACLE LEAGUE makes no guarantee that the Internal Revenue Service (IRS) will accept any stated value of any automobile for the purpose of determining any income tax that may be due from the winner. MIRACLE LEAGUE takes no responsibility for any tax liabilities. The Grand Prize winner is strongly advised to seek professional legal and tax advice. Award of the Grand Prize could have material adverse consequences on the Grand Prize winner including without limitation, with respect to taxes, income, government entitlements or other benefits, or other legal, financial or other matters.

Eligibility: Only licensed drivers (license cannot be suspended), 18 years of age and older at time of donation are eligible to participate and enter. MIRACLE LEAGUE reserves the right to disqualify any entrant for violation of these Official Rules, any applicable laws, or who makes any misrepresentations relative to this drawing of chance. Raffle tickets may not be purchased in the name of a business, trust, corporation, or other entity, or wherever prohibited by applicable law. Prize winners may be required to

sign an affidavit of eligibility. Members of the Board of Directors, their spouses, and family are allowed to participate and eligible to win the Grand Prize.

Entry and Tickets: No purchase or contribution is necessary to participate in the Raffle. However, the suggested minimum donation is \$100 per ticket. The \$100 is payable to Miracle League of Manasota, Inc.. A maximum of 1,000 tickets will be issued. Ticket sales will cease when that number of qualified entries is reached. The IRS has taken the position that purchases of raffle tickets are not tax-deductible contributions. Only ticket holders with validly obtained tickets are eligible to participate in the Raffle. Ticket requests will be accepted (in person) until 8:29 p.m. on Saturday, March 31, 2012. Tickets may sell out before that time. Online ticket requests will cease on Friday March 30, 2012 at 4:00 p.m. Any online purchase requests received with payment after 3:00 pm on March 30, 2012 will be returned. Any requests and payments received following the cut off dates will be returned to the sender. NO OTHER REFUNDS AVAILABLE. MIRACLE LEAGUE assumes no responsibility for lost, late, misdirected, or non-delivered mail or other failure to deliver tickets prior to any deadline. MIRACLE LEAGUE reserves the right to limit the number of tickets distributed to each person.

The \$100 suggested donation for the Miracles and Martinis Party and Raffle, could be made:

- 1) online at [www.miracleleaguemanasota.org](http://www.miracleleaguemanasota.org);
- 2) send a request for a ticket with full payment to MIRACLE LEAGUE, 8466 N. Lockwood Ridge Road #312 Sarasota, Florida 34243;
- 3) at specified locations; and
- 4) in person at events or directly through individual ticket sellers.

To enter without a donation, send a letter stating that you wish to obtain a “no donation” entry with your name, address and phone number and a stamped, self addressed envelope to: Miracle League of Manasota-- Miracles and Martinis, 8470 Enterprise Circle #201, Bradenton, FL 34202. Only one per household.

When a raffle ticket order is placed and funds have cleared, the MIRACLE LEAGUE will complete the raffle ticket for the purchaser by filling in the name, address and phone number of the contributor. Any returned and canceled checks will automatically disqualify the ticket holder from winning the Grand Prize.

Funds on deposit at SunTrust Bank, Bradenton, FL.

Selection of Winner: The Grand Prize drawing for the MIRACLE LEAGUE car will be held on Saturday, March 31, 2012 drawn at random at approximately 8:30 p.m. at the “Miracles, & Martinis” cocktail party at the Polo Grill located in Lakewood Ranch, Florida, except this date and all other dates stated in these rules may be extended in the MIRACLE LEAGUE’S absolute discretion. The winner does not need to be present to win. In order for the Grand Prize winner to receive the Grand Prize (subject to the other provisions in these rules), if not present at the drawing; the Grand Prize winner must elect to receive the car by delivering written notice of that election to MIRACLE LEAGUE by 3:00 p.m. on April 31, 2012. If the MIRACLE LEAGUE does not receive that notice, then the first Grand Prize winner will be deemed to have forfeited his or her prize and an alternative Grand Prize recipient will be drawn. The winner will be responsible for picking up the car and paying all taxes associated with the grand prize.

General Terms and Conditions: By participating in this raffle, all ticket purchasers and everyone named on a raffle ticket accept and agree (1) to be bound by all the rules, limitations and restrictions set forth here and (2) that their name and/or likeness may be disclosed to and used by the news media and may otherwise be used by the MIRACLE LEAGUE for publicity purposes and the grand prize winner to be published in area newspapers or other media including television, radio, web and print. The grand prize

winner will be published on the MIRACLE LEAGUE's website. The name of the winner may be obtained by sending a written request plus a self-addressed, stamped envelope to the MIRACLE LEAGUE, at the address provided above. By participating in this raffle, each participant releases the MIRACLE LEAGUE and each of their respective directors, officers, employees and agents from any and all liability for injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use or misuse of any prize, and each winner agrees to indemnify and hold MIRACLE LEAGUE and each of their respective 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.

Refunds: All raffle ticket sales are final. No refunds will be made except as to any ticket requests with verified payment received after 1,000 tickets have been sold;

No other refunds are available. MIRACLE LEAGUE 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. A raffle participant's sole and exclusive remedy for the MIRACLE LEAGUE'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 MIRACLE LEAGUE or their respective 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.

DISCLAIMER of ALL OTHER REPRESENTATIONS and WARRANTIES: THE GRAND PRIZE WILL BE TRANSFERRED TO THE GRAND PRIZE WINNER IN "AS IS, WHERE IS" CONDITION BY MIRACLE LEAGUE. THE MIRACLE LEAGUE DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE CAR. THE MIRACLE LEAGUE ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE MANUFACTURING OR CONDITION OF THE CAR NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR OFFERED BY THE MIRACLE LEAGUE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OTHER THAN AS SET FORTH IN THESE OFFICIAL RULES AND REGULATIONS. MIRACLE LEAGUE DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE RAFFLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A RAFFLE PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR MIRACLE LEAGUE'S BREACH SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE DONATION PAID FOR HIS OR HER RAFFLE TICKET(S). IN NO EVENT SHALL MIRACLE LEAGUE 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 MFB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM OR DISPUTE AGAINST MIRACLE LEAGUE WITH RESPECT TO THE RAFFLE MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.

DISCLOSURE: A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE WITHIN THE STATE 1-800-435-7352. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE OF FLORIDA.