

1969 MERCURY Cougar Eliminator

Official Drawing Rules and Regulations

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS DRAWING. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHEREVER PROHIBITED BY LAW.

Drawing Overview

The Southern California Cougar Club (the “Organization”), a tax-exempt nonprofit organization under Section 501(c)(3) of the Internal Revenue Code, is conducting this Drawing (the “1969 Mercury Cougar Eliminator Drawing as is”) or (the “Drawing”) to raise funds for the ongoing operation of the Southern California Cougar Club in North Hollywood, California. By obtaining a Drawing Ticket, the entrant agrees to be bound by these Rules and Regulations. The Southern California Cougar Club’s interpretation and application of the Rules and Regulations shall be final.

Drawing Tickets obtained by a donation to the Organization will be issued, at a minimum, in the following increments: (1) \$20 for 1 ticket; (2) \$100 for 6 tickets; (3) \$250 for 15 tickets; (4) \$500 for 40 tickets; (5) \$1,000 for 100 tickets. Only one person may be entered in the Drawing per ticket or donation. If the name of more than one person is submitted with a ticket donation, and that ticket is selected as a winning ticket, then the person named first will be deemed the holder of record of that ticket and declared the winner. Division of the 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 the winner. The Organization will not, and is not obligated to, honor an assignment of the prize to another person.

The Organization reserves the right to reject any entry form that is submitted with a donation that does not constitute "good funds," except as set forth below for requests for Drawing Tickets without a donation. All defective or physically altered entry forms will be immediately disqualified by the Organization. Prior to the prize drawing, the Organization will make a reasonable effort to notify the individual and/or entity that submits such an entry form which has been rejected, by attempting to make contact through the information provided at the time of submitting the ticket request. The Organization assumes no responsibility for lost, late, or misdirected entries, or any other failure to receive orders or deliver receipts prior to the drawing deadlines.

A person who wishes to obtain a Drawing Ticket without making a donation to the Organization must mail a hand-written request entitled “1969 Mercury Cougar Eliminator Drawing Ticket Request” and include his or her complete name, street address, city, state, zip code, telephone number, email address and date of birth (mm/dd/yyyy), along with a self-addressed stamped envelope to: Southern California Cougar Club, Attn: Win a 1969 Cougar Eliminator Drawing, 5527 Bluebell Ave North Hollywood, Ca 91607. Your request must be

legibly hand-written in ink on paper or an index card no smaller than 3.5"x5". Requests that are mechanical reproductions, without sufficient postage, or that do not have a verifiable and legible return address will not be accepted. There is a limit of one Drawing Ticket per outer envelope. Mail-in requests must be received by 12:00 AM Mountain Daylight Time on JUNE 22, 2017. Vermont residents are not required to provide return postage.

The Organization will process the Win 1969 Cougar Eliminator Drawing Ticket Requests in the same manner and order as a request accompanying a donation. After the request is processed, the Organization will mail the entrant a Drawing Ticket Number using the self-addressed stamped envelope provided by the entrant. Drawing Ticket Numbers may take up to six weeks to be received by mail.

BY ENTERING THIS DRAWING, ENTRANTS ACCEPT AND AGREE (1) TO BE BOUND BY ALL THE RULES, LIMITATIONS AND RESTRICTIONS SET FORTH IN THESE OFFICIAL RULES; (2) AGREE TO COMPLY WITH ANY AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS; (3) THAT THEIR NAMES AND/OR LIKENESSES MAY BE DISCLOSED TO AND USED BY THE NEWS MEDIA AND MAY OTHERWISE BE USED BY THE ORGANIZATION FOR PUBLICITY PURPOSES; AND (4) THAT THEY WILL ABIDE BY THE TAPKAT SOLUTIONS LLC ENTRANT PRIVACY POLICY. OTHER RULES AND REGULATIONS MAY APPLY. PLEASE CONTACT THE ORGANIZATION IF YOU HAVE ANY QUESTIONS. THE ORGANIZATION'S INTERPRETATION AND APPLICATION OF THE RULES AND REGULATIONS SHALL BE FINAL.

BY ENTERING THIS DRAWING, EACH PARTICIPANT RELEASES THE ORGANIZATION AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND CAUSED BY PARTICIPATING IN THE DRAWING OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, AND THE WINNER AGREES TO INDEMNIFY AND HOLD THE ORGANIZATION HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE DRAWING OR THE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

The prize winner assumes all fees, local, state and federal taxes (including, but not limited to, income taxes based on the value of the prize), financing costs (including, but not limited to, closing costs, title insurance, and transfer tax and fees), which must be paid when the 1969 Cougar Eliminator is transferred to the winner. The Organization takes no responsibility for any tax liabilities. Consult your tax advisor. This Drawing is void where prohibited by law, and all federal, state and local laws and regulations apply.

A PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY THE ORGANIZATION SHALL BE LIMITED TO THE RETURN OF THE DONATION FOR HIS OR HER DRAWING TICKET(S). IN NO EVENT SHALL THE ORGANIZATION OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, 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.

Eligibility

The Win a 1969 Mercury Cougar Eliminator Drawing is open to anyone 18 years or older. Employees, agents, officers of the Organization and their respective affiliated companies, partners, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution, or fulfillment of this Drawing and their immediate families and those living in the same household, whether or not related, are not eligible to enter the Drawing. Entries will not be accepted from inmates of a correctional facility.

When to Enter

The Drawing begins on February 1, 2017 and ends at 3:00pm Pacific Daylight Time on June 24, 2017 ("Drawing Period"). Mail-in entries must be received by 12:00 PM Pacific Daylight Time on June 23, 2017 to be eligible. Entries received outside this time will be ineligible and will be discarded. The Drawing for the 1969 Mercury Cougar Eliminator will be conducted by the Organization on June 24, 2017 at 3:00 PM Pacific Daylight Time at the Southern California Cougar Club car Show in Los Angeles, California. The winner need not be present to win.

How to Enter

Any eligible person may enter the Win a 1969 Cougar Eliminator Drawing by obtaining an official numbered drawing ticket ("Drawing Ticket") from the Organization during the Drawing Period. Drawing Tickets may be obtained in the following manner: (1) ordering online by visiting www.socalcougarclub.com and submitting an online ticket form with a donation; (2) by visiting www.socalcougarclub.com and downloading the 1969 Cougar Eliminator and submitting the order form with a donation via regular mail with sufficient postage to the Organization at So Cal Cougar Club 5527 BlueBell Ave North Hollywood, Ca 91607; (3) or by requesting a Drawing Ticket free of charge to the Organization by using the method previously outlined.

Prize

The Drawing prize is a 1969 Mercury Cougar Eliminator as is. As used herein, the term “net donation proceeds” means the gross proceeds received by the Organization from donations for tickets in the Drawing less payment of all Drawing related expenses as determined by the Organization. The determination by the Organization will be binding in all events other than a manifest error made by the Organization in the computation of the donations and expenses of the Drawing. Prizes identified, logos, brands and other trademarks referred to herein are the property of their respective trademark holders.

Winning Odds

The odds of winning the prize depend on the total number of eligible Drawing Tickets issued, **maximum of 5069 tickets.**

Selection of Winner

The drawing will be held at 3:00 PM Pacific Daylight Time on June 24, 2017 from all eligible Drawing Tickets. Winner need not be present to win.

Winner will be notified according to the contact information provided to the Organization at the time of the entry. Entrants may also request the name of the winner by sending a request entitled “Name of Winner” and a self-addressed stamped envelope to: So Cal Cougar Club 5527 BlueBell Ave North Hollywood, Ca. 91607. The prize is forfeited if the prize winner cannot be located by 5:00 PM Pacific Daylight Time on June 25, 2017, after attempting to make contact through the information provided at the time of entry. The Organization will make all reasonable efforts to notify the potential prize winner. If the prize winner cannot be located by 5:00 PM Pacific Daylight Time on June 25, 2017, a new winner will be drawn from the remaining eligible Drawing Tickets. In the event of printing or other error that leads to more prize claims than there are prizes provided in the Official Rules, the prize will be awarded in a random drawing among all eligible prize claims received. **If \$20,000 worth of raffle tickets has not been sold by the date and time of the drawing (June 24th 2017 /3:PM), the drawing will be postponed until such time when the \$20,000 has been reached.**

In order to collect his or her prize, a prize winner must sign and deliver to the Organization: (a) a sworn affidavit of eligibility in accordance with these Rules and Applicable Laws, including, without limitation, that he or she is at least 18 years old; (b) such written information as is required by any applicable tax and/or property or vehicle title or registration laws, including, without limitation, his or her Social Security Number; (c) proof of identity in forms satisfactory to the Organization showing that the person claiming the prize is the same person who is named on the winning ticket and (d) a signed Liability and Publicity Release.

The winner of the cash prize authorizes the Organization to withhold all required amounts and report the award of the prize in accordance with Applicable Law.

Publicity

Acceptance of the prize constitutes permission for the Organization and/or its designees to use the prize winner's name, hometown, photograph, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, the prize winner, to the extent permitted by law.

General Terms and Conditions

The 1969 Mercury Cougar Eliminator will be transferred to the prize winner "**AS IS, WHERE IS, AND WITH ALL FAULTS**". **THE ORGANIZATION DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE CAR AND ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE CONSTRUCTION OR CONDITION OF THE CAR. THE ORGANIZATION DOES NOT WARRANT THAT THE CAR IS OF MERCHANTABLE QUALITY OR THAT IT CAN BE USED FOR ANY PARTICULAR PURPOSE. NO EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF THE ORGANIZATION BY WORDS AND/OR ACTIONS WILL CONSTITUTE A WARRANTY.**

The Drawing is void where prohibited or restricted by law. The Organization reserves the right to cancel, suspend and/or modify the Drawing if any fraud or other problem impacts the fair administration, security, or proper play of the Drawing, as determined by the Organization at its sole discretion. In such event, the Organization reserves the right to award the prize according to the "Selection of Winner" criteria from among the eligible Drawing Tickets received as of the date of impairment. Notice of such action will be posted. The Organization reserves the right to disqualify any individual it determines, in its sole discretion, has tampered or intends to tamper with the entry process or the operation of the Drawing, or is acting in violation of these Official Drawing Rules and Regulations or in an unsportsmanlike or disruptive manner. Any attempt to deliberately undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, should such an attempt be made, the Organization reserves the right to seek damages from any such person to the fullest extent permitted by law. The Organization's delay or failure to enforce any term or provision of these Official Drawing Rules and Regulations shall not constitute a waiver of that provision. At the time of closing, all federal and state income taxes based on the value of the car or cash will be due from the prize winner. The Organization makes no guarantee that the prize winner will be able to sell the car for the value of the tax liability, nor is there any guarantee that the Internal Revenue Service (IRS) will accept the

value of the car for the purpose of determining any income tax that may be due from the prize winner. The Organization takes no responsibility for any prize winner tax liabilities. Winner is responsible for the reporting and payment of all taxes (if any) as well as any other costs and expenses associated with acceptance and use of the prize not specified herein as being awarded.

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.

For information or inquiries regarding this Drawing, contact:

president@socalcougarclub.com