





**NEW Lexus LS** 



**NEW Tesla S** 

# **CARS for CART Contest RULES**

## 1. CARS for CART RULES

The Rotary District 7730 CARS for CART contest (CC) is an annual or semi-annual contest depending on ticket sales. This contest is open to all persons age 18 and over who have a continental U.S.A. address. Tickets may be purchased by clubs, individuals and/or a business.

The Grand prize is, at the sole option of the winner, the choice of a NEW CORVETTE, NEW LEXUS LS, NEW TESLA S\* (\*a \$75,000.00 certificate toward the purchase of the one of the cars listed and \$5,000 for your favorite 501c3 charity) or \$60,000.00 in cash and \$5000 for your favorite 501c3 charity.

If one of the cars is chosen, delivery of the vehicle will be from a dealer selected by the winner. All remaining proceeds (\$80,000.00 or \$95,000.00 depending on prize selection) will benefit and support the CART FUND TRAC (Trust for Research for an Alzheimer's Cure) the 501c3 trust for the administration of the CART FUND ORGANIZATION.

Plans are for the contest to begin on or before July 15th, 2019. Contest will end on December 12, 2020 or until all tickets are sold. Drawing will be on December 24, 2020. The contest is void where prohibited by law.

Tickets are \$100 a piece with different costs for processing and handling. A maximum of 1,600 tickets will be sold. See below for free tickets.

#### Tickets may be purchased in the ways:

You may purchase tickets two ways online at www.rotary7730.org

- Via Credit card at \$104.00 each (\$4.00 processing fee for each ticket) if the credit card is honored you will receive a ticket via email
- Via Check at \$100.00 each once we receive a check you will receive a ticket via email (\$25.00 surcharge for all returned checks)
- \* Checks are to be made out to "CARS for CART". The following information must be provided on the check or enclosed with the check:
  - Name
  - Address
  - Phone Number
  - Email Address

(It is recommended that you do not send cash thru the mail)

#### Please mail all checks to:

CARS for CART P.O. BOX 495 SHALLOTTE, N. C. 28459

We will have printed tickets that will be sold in Rotary club meetings, District events, and to the public. Tickets will be provided to District CART Chairs as needed. These tickets will be \$100 each. If you receive cash for these tickets, you will need to send one check for the total amount of cash you received along with the filled out ticket stub. The ticket stub must include the following information:

- Name
- Address
- Phone Number
- District
- Club
- Email Address

#### **FREE EXTRA TICKETS**

After 300 tickets have been sold 25 early bird ticket holders will randomly receive a FREE extra ticket; after 600 tickets have been sold 25 more; after 900 tickets have been sold 25 more; after 1200 tickets are sold 25 more (end of contest will be 1600 sold tickets and 100 free tickets for total of 1700 tickets)... (One free ticket per ticket holder selected)

### 2. CONTEST ELIGIBILITY

The contest is open to all persons age 18 and over who have a U.S.A. address. The Grand prize winner need not be present to win. **The CARS for CART Contest is a registered charity event 501(c)** (4).

### 3. DETAILS OF CONTEST ENTRY AND PARTICIPATION

Contest ticket donation is one hundred (\$100.00) dollars each. The ticket purchase price does not qualify as a charitable contribution. All entries must include payment as listed above: Credit Card (Visa, MasterCard, Discover Card & American Express Card) are accepted as payment. There is a \$4.00 per ticket Processing Charge. For all credit card purchases, the ticket purchaser must provide their full name, billing address, telephone number of the card holder, the credit card number and expiration date per the requested information on the entry form. Customer Checking and CASH.

Subject to availability, purchasers may buy as many tickets as they wish. **CC** reserves the right, in its sole and absolute discretion to disqualify false entries, entries suspected of being false, illegible entries, defective entries, incomplete entries, altered entry forms, and entries that do not include valid or complete payment. **CC** is not responsible for printing errors in any contest-related material or for lost, late, misdirected or non-delivered or corrupt internet messages, or

any other failure to receive orders or deliver receipts prior to the drawing deadline. **CC** reserves the right to withdraw this offer at any time. If for some reason the contest is cancelled prior to the drawing, all ticket purchases will be refunded. **CC** reserves the right if ticket sales have not responded by the end or near the end of the contest to change the contest to a 50/50 drawing.

### 4. PRIZES

The Grand prize is, at the sole option of the winner, the choice of a NEW CORVETTE, NEW LEXUS LS, NEW TESLA S\* (\*a \$75,000.00 certificate toward the purchase of the one of the cars listed and \$5,000 for your favorite 501c3 charity) or \$60,000.00 in cash and \$5000 for your favorite 501c3 charity.

The election of this prize choice must be submitted in writing to **CC** no later than fifteen (5) days after the Grand Prize drawing. If the Grand Prize winner fails to notify **CC** of the decision to select the vehicle within this time period, it will be deemed that the Cash Grand Prize was selected. If the Grand Prize winner elects to receive a vehicle, they must make a payment of tax, equivalent to the required tax withholding based on the fair market value of the vehicle, as required by the Internal Revenue Service. **CC** will issue a W2G for the fair market value. **CC** will pay \$75,000 toward the cost of a NEW Car. The Grand Prize winner assumes any additional expense. The vehicle is untitled and provided as New Condition by the Dealership with acceptable delivery mileage and will be supplied with the manufacturer's warranty and other guarantees as provided by the manufacturer. All winners are subject to relevant federal, state and local taxes and other expenses. The Grand Prize winner is responsible for costs of title, tax, license and registration fees if it is the elected prize, as well as transport of the Vehicle and any costs involved in its transport and or storage. Any other fees, in connection with the Grand Prize, are the sole responsibility of the Grand Prize winner. The Cash Grand Prize option will be in the amount of \$60,000. **CC** will issue IRS Form W2G for any prizes.

## 5. NOTIFICATION

The ticket purchaser whose ticket number is drawn at the Prize Drawing will be deemed the winner of the prize. The winner will be notified by email, telephone and/or U.S. Mail using the information provided on the Entry Form. If the winner cannot be located or fails to respond to attempts to contact them within thirty (30) days after **CC's** first attempt to contact them, the winner will be deemed to have forfeited their prize. **Another winner will be drawn**. The prize may be forfeited if the second winner: cannot be reached or cannot accept or receive the prize for any reason. The winner grants permission for the use of their names, photographs/likenesses for advertising and promotion for this and similar promotions without compensation, unless prohibited by law.

### 6. RULES AND LIABILITIES

The contest 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 **CC**. By participating, ticket purchasers agree to the following: 1. To be bound by these complete contest rules and the decisions of CC shall be final and binding. 2. To waive any right to claim ambiguity in the contest or these Official Rules, except where prohibited by law. 3. By accepting a prize, the winner agrees to release CC, its officers and members, representatives and agents, and any person or entity associated with the production, judging, or administration of the contest from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, 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 any prize or participation in any contest-related activity or participation in this contest. 4. Except where prohibited by law, the winner's purchase of a ticket and acceptance of a prize constitutes permission for CC to use the winners name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

### 7. TAXES

Taxes, if any, are the sole responsibility of the winner. The winner will receive an IRS Form W2G and the amount of the winnings (at the Estimated Retail Value) will be reported to the IRS of the awarded prize. The ticket purchaser is advised to consult his or her own tax advisor(s) with respect to the tax liabilities that may arise from winning a prize in this contest. The ticket purchase price does not qualify as a charitable contribution.

## 8. PRIVACY POLICY

Ticket purchasers' information collected during a purchase will only be used to contact the winner of the contest and internally for future contests. No information will be sold or shared with any third-party websites or companies.

### 9. GENERAL CONTEST INFORMATION

CC reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the contest or violating these Official Rules, and reserves the right to cancel the contest should it suspect fraud or for reasons out of the control of CC. Disputes regarding these Official Rules and/or this contest will be governed by the internal laws of the State of North Carolina. Any claim(s) or controversy between any of the contest participants and CC arising out of or relating to the contest and or the contest rules and regulations will be settled by binding arbitration administered in Brunswick County, NC by the American Arbitration Association

under its Commercial Arbitration Rules. Any Judgment on the award rendered by the arbitrator maybe entered in any court having jurisdiction thereof. Caution should be taken for any attempt to deliberately damage or to undermine the legitimate operation of the contest. Any such attempts maybe in violation of criminal and civil laws and will result in disqualification from participation in the contest. Should any attempt be made, **CC** reserves the right to seek remedies and damages, including all fees, such as attorney fees and court costs, to the fullest extent of the law, including criminal prosecution. A contest winner's sole and exclusive remedy for any claim against **CC** arising out of the sale of tickets or the conduct of the contest will be limited to the return of the purchase price paid for the ticket(s). In no event will **CC**, its directors, officers, agents or representatives be liable to any party for any loss or injury 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.