

Official Rules and Regulations
For
Shifting Gears to 1965 Sports Car Raffle

All tickets will be sold in person, through the United States Postal Service (USPS) or online at www.valiantvirginians.org. Only 2,500 tickets will be sold at a cost of \$100 per ticket. If all 2500 tickets are sold, the winner will receive a 1965 Corvette Coupe or \$70,000 in cash.

1. The raffle is open to legal residents of the United States who are age 18 and over and are licensed drivers.
2. This offer is void where prohibited by law and all federal, state and local laws and regulations apply.
3. *Valiant Virginian* volunteers and their immediate family members are not eligible to win.
4. A maximum of 2,500 tickets will be sold. If five days prior to the drawing date, less than 50% of the tickets have been sold, *Valiant Virginians* may, at its sole discretion, award a prize of 50% of the proceeds collected to that date as a cash to the winner of the raffle drawing instead of the 1965 Corvette Coupe.
5. Individual participants are not limited to the number of tickets that may be purchased up to the maximum number of tickets available.
6. All tickets will be sold in person, through the United States Postal Service (USPS) or online at www.valiantvirginians.org.
7. Tickets are non-refundable.
8. Tickets can only be in one name and must be filled out in the name of a single individual.
9. Tickets paid for by check will be held until check clears.
10. All ticket sales will cease at noon, July 30, 2017 or until supplies run out. Ticket requests by mail received after the drawing date will be refunded.
11. The winner will be selected at a random drawing on Sunday, July 30, 2017, 2PM, at Cooter's in the Valley, 4768-US 211, Luray, VA 22835. The winner will be notified by phone or email according to the contact information provided to *Valiant Virginians* at the time of entry.
12. The right to take possession of the prize through the winning entry is neither assignable nor transferable.
13. In the event a winner cannot be contacted, fails to respond within seven (7) calendar days, fails to otherwise qualify for the prize and / or declines the prize, an alternate winner will be selected. If not claimed within seven (7) calendar days, the winner designee will forfeit any rights to the vehicle and the same will be awarded to an alternate winner.
14. If the winner elects to take the car, that 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.
15. Winnings are subject to regular gambling withholding as stipulated by the IRS and must be paid by the winner. In addition, all costs of car ownership, such as (without limitation) insurance, are the winner's sole responsibility.
16. In the event of a cash prize, *Valiant Virginians* will deduct the required tax withholdings, and the winning entrant will receive the net amount of the cash prize, less the respective tax withholdings. Each 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 Raffle.
17. *Valiant Virginians* assumes no responsibility for the winner's tax obligations.

18. This offer is void where prohibited by law and all federal, state and local laws and regulations apply. The vehicle will not be available for possession until after all of the applied taxes, license and registration fees are paid by the winner. The winner must have proper identification when claiming the prize (a valid state driver's license) and appropriate insurance.
19. If all 2500 tickets are sold, in lieu of the prize (1965 Corvette Coupe) the winner may opt to take \$70,000 in cash instead of the 1965 Corvette Coupes. If the winner does opt to take the \$70,000 instead of the 1965 Corvette Coupe, *Valiant Virginians* will deduct the required tax withholdings, and the winning entrant will receive the net amount of the cash prize, less the respective tax withholdings. Each 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 Raffle.
20. By receipt of any prize, winner agrees to release and hold harmless *Valiant Virginians*, its respective subsidiaries, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the raffle or receipt or use or misuse of any prize.
21. Except where prohibited, participation in the raffle constitutes winner's consent to *Valiant Virginians*, sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
22. *Valiant Virginians* reserves the right to cancel, suspend and/or modify the raffle, or any part of it, if any fraud, technical failures or any other factor beyond *Valiant Virginians* reasonable control impairs the integrity or proper functioning of the raffle.
23. *Valiant Virginians* reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the raffle process or to be acting in violation of these Official Rules.
24. Any attempt by any person to deliberately undermine the legitimate operation of the raffle may be in a violation of criminal and civil law. Should such an attempt be made, *Valiant Virginians* reserves the right to seek damages from any such person to the fullest extent permitted by law. *Valiant Virginians* failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
25. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by raffle purchasers, printing errors or by any of the programming associated with or utilized in the raffle; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or hard/software; (3) unauthorized human intervention in any part of the raffle process; (4) technical or human error which may occur in the administration of the raffle or the processing of raffle ticket purchases; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from raffle purchaser's participation in the raffle or receipt or use or misuse of any prize. If for any reason a raffle ticket is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, a ticket purchaser's sole remedy is another ticket in the raffle, provided that if it is not possible to award another ticket due to discontinuance of the raffle, or any part of it, for any reason, *Valiant Virginians*, at its discretion, may elect to hold a random drawing from among all eligible raffle ticket stubs up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed *Valiant Virginians*

- reserves the right to award only the stated number of prizes by a random drawing among all legitimate prize claims.
26. Except where prohibited, raffle purchasers agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this raffle any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Court located in Rockingham County, Virginia USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this raffle, but in no event attorneys' fees; and (3) under no circumstances will raffle ticket purchasers be permitted to obtain awards for, and hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and *Valiant Virginians* in connection with the raffle, shall be governed by, and construed in accordance with, the laws of the State of Virginia, USA without giving effect to any choice of law or conflict of law rules (whether of the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Virginia.
 27. A paper copy of these Official Rules for the *Valiant Virginians Shifting Gears to 1965 Sports Car Raffle* can be obtained by sending a request to Valiant Virginians, PO Box 269, Bridgewater, VA 22812. Official Rules may also be viewed at Valiant Virginians website www.valiantvirginians.org.
 28. To receive the name of the prizewinner, send an email request to cars@valiantvirginians.org.