

The Granville Foundation Presents:

## GRANVILLE HOME of HOPE® 2022

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Thank you for supporting the Granville Home of Hope Multiple Ticket Buyer Drawing conducted by the Granville Foundation ("GF") under permit #R-6144.

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The following terms and conditions apply:

- [1] A ticket represents a chance to win the opportunity to receive a prepaid 24-month lease on a 2022 Lexus NX ("Lexus NX"), on these terms and conditions and, upon winning, those additional terms in the Lexus Lease Agreement ("lease agreement"), which are hereby incorporated in this document by reference. The winning ticket shall be selected by a drawing at random and all participants have an equal opportunity to win. Tickets, receipts and the winner's rights are not transferable. The winner need not be present at the drawing. To view the drawing's full terms and conditions, all of which are hereby incorporated in this document by reference, please visit our website at [gvhomeofhope.com/prizes/](http://gvhomeofhope.com/prizes/).
- [2] A maximum of 3,000 tickets will be entered into the Multiple Ticket Buyer Drawing. Tickets for the Multiple Ticket Buyer Drawing are only available with the 3,000 designated Granville Home of Hope two-ticket bundles consisting of two (2) Granville Home of Hope tickets.
- [3] Winner agrees to accept the Lexus NX in its "AS IS, WHERE IS" condition with absolutely no express or implied warranties of any kind by GF and subject to all applicable laws and regulations.
- [4] The winner will be notified by telephone or, if not available by telephone, then in writing by certified, return receipt U.S. Mail to the address provided by the winner on this ticket. The winner must qualify with approved credit by Lexus Financial Service and provide automobile insurance during the lease with minimum limits for bodily injury or death of 15,000/30,000/5,000 coverages with a maximum deductible of \$1,000. Exterior and Interior color choice is limited to availability of model at time of drawing. The winner will have seven (7) days from the date of his/her receipt of the written notice to accept the prize "as is" and pursuant to the terms stated in the Lease Agreement, with no substitution or alternative prizes available to the original winner. In the event of forfeiture, GF may retain lease rights for the Lexus NX and reserves the right to determine its next course of action, including, without limitation, the right to designate an alternative winner.
- [5] The prize awarded in connection with the Multiple Ticket Buyer Drawing will not be awarded, and will be deemed forfeited, if the winner's ticket was issued in exchange for a check returned for "insufficient funds" or for a credit card deemed "declined," "invalid," "disputed," "charged back," or "stolen," or otherwise determined to be issued under fraudulent conditions.
- [6] The IRS has adopted the position that the \$100 ticket price to participate in the drawing is not deductible as a charitable donation for federal income tax purposes. The IRS requires that taxes on prizes greater than \$5,000 must be paid upon acceptance and before GF may convey prizes to the winner. Winner is encouraged to consult a tax professional.

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- [7] All sales of tickets for the drawing are final and there shall be no refunds. If for any reason a valid ticket is not included in the raffle, the ticket holder is limited to a refund of the ticket price.
- [8] The winner of the Multiple Ticket Buyer Drawing shall have no rights in the vehicle until the winner has been approved by Lexus Financial Service, supplied the required evidence of insurance, and executed the Lease Agreement.
- [9] Acceptance of prizes awarded is permission for GF, Granville Homes, and Fresno Lexus to use the name, picture, video image, and relevant quotes of the winner(s).
- [10] The winner is subject to any and all federal and state income taxes, sales tax, licensing fees and other taxes or fees payable due to acceptance of prizes awarded in connection with the Granville Home of Hope drawing and the law, regulations, procedures, rules and directives applicable to raffles. The winner is responsible for all license, registration, insurance, service, and mileage over 10,000 miles per year at 25 cents per mile, in accordance with the Lease Agreement. The vehicle shall not be transferred until all legal requirements have been met. The winner agrees that the total of the lease payments paid on behalf of winner, as determined by Lexus Financial Service, will be used to determine the value of the prize for income tax and all other purposes.
- [11] If there is more than one name on an entry, the prize will be awarded to the first name listed on the entry as the winner, so long as that person is 18 years or older, a U.S. resident, and a licensed driver. It is the sole responsibility of the winner in a multiple party entry to allocate any prize among the participants in the multiple party entry.
- [12] GF is not affiliated with, and bears no responsibility for, any internal raffles offered by any Granville Home of Hope participating nonprofit beneficiary.
- [13] Winner must be a U.S. resident and 18 years of age or older to participate. Void where prohibited by law. This is not a solicitation. For information purposes only.
- [14] Purchase of this ticket constitutes agreement by the purchaser that he/she/they agree(s) with all terms and conditions set forth and incorporated herein.
- [15] The drawing is subject to rescheduling at GF's reasonable discretion.
- [16] This is your receipt. The Granville Foundation is a 501(c)(3) organization #77-0437521.
- [17] Complete details on how to enter the Opportunity Drawing (including any requirements for mail-in alternatives, disclaimer about responsibility for misdirected mail, time deadlines for entry, indicate that decisions of Charity shall be final, indicate how may obtain list of winners, etc.);
- [18] The chances of winning are dependent on facts to be stated by Charity;
- [19] Participants must have reached the applicable age of majority by an identified date, be an individual legally residing in the continental U.S., and be a licensed driver;
- [20] All prizes shall be awarded, and the rules shall indicate the number and value of the offered prizes and describe the prizes;
- [21] The winner of the twenty-four (24) month lease of one (1) 2022 Lexus NX ("Donated Vehicle") may not be an employee of Lexus, Toyota Motor Sales, U.S.A., Inc., that entity's advertising agencies, or any of the aforementioned entities' affiliates or subsidiaries, nor an individual domiciled with any such employee;
- [22] The winner of the Donated Vehicle may not be an employee of Charity;
- [23] Prizes are non-transferable, and no substitutions on any prizes (except that Charity and/or Donor reserves the right to substitute prizes of equal or greater value);

- [24] Donor shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the prizes provided pursuant to the Opportunity Drawing; provided, however, that Donor shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the Donated Vehicle;
- [25] The depiction of the Donated Vehicle in any advertising or promotional materials may not reflect the actual vehicle delivered to the winner (and Charity shall use its best efforts to place said disclaimer on all applicable vehicle displays and other advertising or promotional materials depicting the Donated Vehicle to be awarded);
- [26] The Opportunity Drawing shall be staged in compliance with all applicable federal, state and local laws;
- [27] The Opportunity Drawing shall be void where prohibited or restricted by law;
- [28] The winner (and if the winner is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) shall be required to execute and notarize an affidavit of eligibility and liability/publicity release and return such affidavit to Charity within fourteen (14) days or an alternative winner shall be selected, and the rules shall indicate how that alternative winner shall be selected and the winner shall be required to accept and execute a lease document, and any other documentation as may be required by Donor for lease of the Donated Vehicle;
- [29] Donor shall use reasonable efforts to have the Donated Vehicle delivered to the authorized Lexus dealership designated by Donor to execute necessary paperwork and to receive delivery of the Donated Vehicle;
- [30] The winner shall be responsible for all taxes, license, title and registration fees and any other costs, including without limitation any travel or transportation costs, associated with winning the Donated Vehicle;
- [31] Donor shall not be responsible for delays in delivery of the Donated Vehicle, and delivery is subject to availability. Donor, however, shall use all reasonable efforts, subject to availability, to deliver the Donated Vehicle within one hundred and eighty (180) days after receipt of the aforementioned items/information. The winner shall bear all risk of loss or damage to the Donated Vehicle after it has been delivered to the specified delivery site. The winner must personally retrieve the Donated Vehicle within 14 days of written notification of delivery and must present adequate personal identification and evidence of legally required insurance (or an alternative winner shall be selected and the original winner's rights to the Donated Vehicle shall be automatically forfeited); and
- [32] Acceptance of a prize constitutes permission for Charity and Donor and/or their designees to use the winner's name, address, 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 winner to the greatest extent permitted by law.