

# Rules

## I. General Information

Blood Bank of San Bernardino and Riverside Counties ("LifeStream"), a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting this raffle pursuant to California Penal Code Section 320.5, et seq., to raise funds for ongoing charitable purposes. The Rules and Regulations of The LifeStream Dream Raffle are set forth below. By purchasing a raffle ticket or tickets, the purchaser agrees to be bound by these rules and regulations. LifeStream's interpretation and application of the rules and regulations shall be final.

The Grand Prize is the winner's choice of (a) 2023 Ford Bronco Sport Base model factory equipped valued at \$32,000 or (b) \$25,000 cash (see Section VII below).

All raffle tickets will be included in the drawing for the Grand Prize and the other raffle prizes. No more than 1,000 raffle tickets will be sold. There is no guaranty that purchaser will win any prize, the odds of winning being dependent upon the number of raffle tickets sold (see Section V below). The sale of raffle tickets to the general public will commence on August 1, 2023 at 8:00 am Pacific Time and end at 11:59 p.m. Pacific Time on November 30, 2022. Tickets may be sold out before that time. In the event that LifeStream receives any request to purchase tickets after all 1,000 have been sold, or after 11:59 p.m. Pacific Time on November 30, 2023, LifeStream will return such request and any payment accompanying therewith.

The raffle drawing will take place on December 6, 2023, subject to rescheduling, as more particularly described below. The drawing will take place at LifeStream's offices at 384 West Orange Show Road, San Bernardino, CA 92408. The drawing location may be changed without notice at LifeStream's discretion.

An independent auditor will supervise the drawings. Winners need not be present to win a prize in any drawing.

**The IRS has taken the position that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions.**

**BY ENTERING THIS RAFFLE, ENTRANTS ACCEPT AND AGREE (1) TO BE BOUND BY ALL THE RULES, LIMITATIONS AND RESTRICTIONS SET FORTH HERE; AND (2) THAT THEIR NAMES AND/OR LIKENESSES MAY BE DISCLOSED TO AND USED BY THE NEWS MEDIA AND MAY OTHERWISE BE USED BY LIFESTREAM FOR PUBLICITY PURPOSES AND IN LISTS OF PRIZE WINNERS TO BE PUBLISHED IN NEWSPAPERS AND ANNOUNCED ON THE LIFESTREAM DREAM RAFFLE WEBSITE. OTHER RULES AND REGULATIONS MAY APPLY. PLEASE CONTACT LIFESTREAM IF YOU HAVE ANY QUESTIONS. LIFESTREAM'S INTERPRETATION AND APPLICATION OF THE RULES AND REGULATIONS SHALL BE FINAL.**

**BY ENTERING THIS RAFFLE, EACH PARTICIPANT RELEASES LIFESTREAM, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL**

**LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND CAUSED BY PARTICIPATING IN THE RAFFLE OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, AND EACH WINNER AGREES TO INDEMNIFY AND HOLD LIFESTREAM 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 RAFFLE OR THE WINNER'S ACCEPTANCE OR USE OF ANY PRIZE.**

**FURTHER, EACH PARTICIPANT HEREBY WAIVES THE PROVISIONS OF CIVIL CODE SECTION 1542 WHICH STATES THE FOLLOWING: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR".**

**CERTAIN PRIZE WINNERS, INCLUDING BUT NOT LIMITED TO, THE GRAND PRIZE WINNER, WILL BE REQUIRED TO SIGN A WRITTEN AGREEMENT CONFIRMING THE ABOVE-DESCRIBED RELEASE AND WAIVER AS A CONDITION TO RECEIVING SUCH PRIZE(S).**

## **II. Raffle Tickets**

Individual tickets may be purchased for \$100 each. Only one method of payment, one name, and one mailing address are permitted per raffle ticket transaction. Only one eligible person may be entered in the raffle per ticket transaction. If the name of more than one person is submitted with a ticket transaction, and the raffle 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 any prize by a group purchasing a raffle ticket in common shall be the sole responsibility of the person named as the holder of record of that raffle ticket, should that raffle ticket be selected as a winner, and at no time shall LifeStream be obligated to split any prize among group members.

LifeStream reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds" or contains any other missing information. All defective or physically altered entry forms will be immediately disqualified by LifeStream. Prior to the drawing, LifeStream will make a reasonable effort to notify any individual who submits a rejected entry form or one that has been rejected because the credit card or check did not clear. LifeStream will attempt to make contact through the information provided on the entry form at the time of submitting the purchase request. LifeStream assumes no responsibility for lost, late, misdirected or non-delivered packages 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 A BREACH BY LIFESTREAM SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER RAFFLE TICKET(S) WITHOUT INTEREST. IN NO EVENT SHALL LIFESTREAM, ITS DIRECTORS, OFFICERS, EMPLOYEES, 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.**

### **III. How to Purchase**

Any eligible individual may purchase as many tickets as he or she or they may wish, up to the maximum number available for sale, but subject to availability, by 11:59 p.m. Pacific Time, November 30, 2023.

Ticket(s) may be purchased one of three ways:

(1) Call **909-386-6929** to place an order by phone, providing name, address, email address, and phone number along with credit card number, credit card security code and expiration date. Phone lines will be open Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Time. All major credit cards are accepted; (2) FAX the completed ticket order form available at public displays and [lstream.org/raffle](http://lstream.org/raffle) to 909-381-2036; OR (3) Mail the completed ticket order form available at public displays and [lstream.org/raffle](http://lstream.org/raffle) with payment to The LifeStream Dream Raffle, 384 West Orange Show Road, San Bernardino, CA 92408.

All Ticket phone orders must be placed, and all Ticket order forms must be faxed or mailed, from within the state of California. All orders must include payment by check, cashier's check, money order, or credit card. **Tickets cannot be purchased through the Dream Raffle website, the LifeStream website, or by email.** Any ticket order form submitted by email or on any website will be rejected. No refunds will be made except under the following circumstances: a ticket order with payment received after the 1,000 raffle tickets have been sold or a ticket order with payment is received after November 30, 2023 (even if mailed on or prior to October 30, 2023). No other refunds are available except at the exclusive discretion of LifeStream. LifeStream assumes no responsibility for lost, late, misdirected or non-delivered packages or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines.

### **IV. Selection of Drawing Winners:**

The LifeStream Dream Raffle drawings will be held on December 6, 2023 from all eligible raffle tickets. The drawings will be held under the supervision of an independent auditor. Winners need not be present to win. The list of winners will be posted on [www.lstream.org/raffle](http://www.lstream.org/raffle) and may also be obtained by sending a self-addressed, stamped envelope to The LifeStream Dream Raffle Winners List, 384 West Orange Show Road, San Bernardino, CA 92408 within 30 days of the drawing.

Winners will be notified through the contact information provided to LifeStream at the time of the ticket purchase. In order to collect his or her or their prize, a winner may be required to sign and deliver to LifeStream: (a) a sworn affidavit of eligibility in accordance with these Rules and applicable law, 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 other applicable laws, including, without limitation, his or her Social Security Number; and (c) proof of identity in forms satisfactory to LifeStream showing that the

person claiming the prize is the same person who is named on the winning raffle ticket. An official ticket stub is not required to claim a prize and is not a substitute for proof of identification. Winners of prizes valued at \$1,500 or more may be required to submit a W-2G, Form 5754 or similar tax form for tax withholding purposes. If you wish to have your ticket stubs or confirmation sent to you, please submit your request to LifeStream Blood Bank, Community Development Department, 384 West Orange Show Road, San Bernardino, CA 9204, no earlier than two weeks after your purchase. Please note that the requested information will be mailed and must be sent to a home or business address in California (P.O. Boxes not accepted).

#### **V. Winning Odds:**

Three (3) prizes (including the Grand Prize) will be awarded in The LifeStream Dream Raffle drawing. Any number of raffle prizes above that number is at the sole discretion of LifeStream. The odds of winning a raffle prize will depend on the actual number of tickets sold. If all 1,000 raffle tickets are sold and 3 prizes are awarded, the odds of winning a prize for any given ticket are approximately 1 in 334.

#### **VI. Eligibility**

The raffle is open to any individual who is 18 years of age or older and in the state of California at the time of ticket purchase. LifeStream Blood Bank employees, members of the Board of Directors, authorized agents, consultants, attorneys and employees of the independent auditor are excluded from participating and are not eligible to win a prize. All federal, state, and local laws and regulations apply. The raffle is void where prohibited or restricted by law. An affidavit of eligibility may be required of prize winners.

#### **VII. Raffle Prizes**

The Grand Prize will be a 2023 Ford Bronco Base model factory equipped valued at approximately \$32,000 or a one-time lump sum cash payment of \$25,000 cash, at Winner's election, **if 1,000 raffle tickets are sold. If less than 1,000 raffle tickets have been sold, the Grand Prize will be \$15,000 cash.** The 2023 Ford Bronco Sport Base model will be awarded through LifeStream's partnership agreement with Palms Springs Motors of Cathedral City, California. Cash prizes will be paid by bank or cashier's check to the winning ticket holder. The first raffle ticket to be drawn will win the Grand Prize. **The Grand Prize Winner must make the prize selection in writing between the 2023 Ford Bronco Sport and the lump sum cash payment no later than December 30, 2023 at 5:00 pm Pacific Time.** If no selection is made by the winner by that deadline, the Grand Prize will become the cash alternative. The Grand Prize (whether the vehicle or the cash payment) does not include sales or income taxes; license, title, and registration fees; delivery or transportation costs; or any other costs associated with the winning and use of the Grand Prize. The Grand Prize is nontransferable and non-refundable and must be accepted as awarded in "as-is, where-is, with all faults" condition. Except as expressly stated in these Official Rules, LifeStream makes no representation or warranty of any kind or character, expressed or implied, concerning the Grand Prize. Any prize vehicle, if selected, will be transferred to the winner **"AS IS, WHERE IS, AND WITH ALL FAULTS". LIFESTREAM DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE VEHICLE MANUFACTURER AND ACCEPTS NO LIABILITY OR**

**RESPONSIBILITY REGARDING THE CONSTRUCTION OR CONDITION OF THE VEHICLE. NO EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF LIFESTREAM BY WORDS AND/OR ACTIONS WILL CONSTITUTE A WARRANTY.**

If the Grand Prize Winner chooses the 2023 Ford Bronco Sport, they will be solely responsible for all applicable state, federal and local sales and income taxes and any other taxes associated with the winning and use of the Grand Prize; all license, title, and registration fees; all delivery or transportation costs; and any other costs associated with the winning and use of the Grand Prize, as well as insurance (proof of which must be shown prior to delivery) and pickup or delivery costs at the dealership as well as any non-standard features, option or upgrades chosen by the Winner and negotiated with the dealership. In the event that the Internal Revenue Service ("IRS") or any state tax authority requires LifeStream to collect income taxes upon delivery of the Grand Prize to the Grand Prize, if the Grand Prize Winner receives or elects to receive a lump sum cash amount then required taxes will be withheld from the lump sum cash amount to be distributed and if the Grand Prize Winner elects to receive the 2023 Ford Bronco Sport, the Grand Prize Winner is responsible for paying LifeStream the estimated federal and state withholding tax amount before delivery can occur, which tax withholding amount will be submitted by LifeStream to the IRS on Prize Winner's behalf. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the Grand Prize is claimed will be followed.

The Grand Prize Winner will have until January 15, 2023 to pay all required taxes to LifeStream, take delivery of the Grand Prize, and meet all other requirements of these Official Rules. If the Grand Prize is not redeemed by that date, or if the Grand Prize Winner does not otherwise meet all requirements of these Official Rules by that date, then the Grand Prize is automatically forfeited and LifeStream will select a new Grand Prize Winner at random from all remaining eligible tickets. Within 30 calendar days of being selected, the new Grand Prize Winner must pay all required taxes to LifeStream, take delivery of the Grand Prize, and meet all other requirements of these Official Rules. LifeStream will repeat this selection process until a Participant is selected who complies with all Official Rules and the Grand Prize is awarded.

The following prizes will then be awarded in the following order as each ticket is drawn:

**Palm Springs Getaway (\$900 value):** Two-night stay and breakfast (up to \$50) at the Palm Springs Drift Hotel located on Indian Canyon Drive in Palm Springs, California. Redemption restrictions and blackout dates apply. Prize must be redeemed by June 30, 2024.

**Samsung Sight & Sound Package (\$900 value):** 70" 4K SMART TV & Sound Bar System

Additional raffle prizes may be added to the list up to the date of the drawing. Prize substitutions will not be permitted. For a complete list of prizes, visit [www.lstream.org/raffle](http://www.lstream.org/raffle).

Winners of other prizes must make arrangements to pick up the prize at LifeStream's offices located at 384 West Orange Show Road, San Bernardino, CA 92408 by February 29, 2024. Prizes not picked up by this date will be considered forfeited and

become the property of LifeStream Blood Bank. Prizes awarded via gift cards or gift certificates may be mailed via FedEx or UPS to the address provided at the time of purchase at a winner's request, but LifeStream shall have no liability for any lost, late, misdirected or non-delivered packages. Delivery date, and color, of the 2023 Ford Bronco Sport is subject to availability at Palm Springs Motors. The 2023 Ford Bronco Sport shall be delivered to the winner at Palm Springs Motors of Cathedral City, California.

All taxes, gratuities, and fees are the responsibility of winners.

With respect to any vacation travel prizes, such travel is transferable subject to such person agreeing to be bound by all terms herein. Travel must be used by the specific deadline established for the respective prize. All taxes are the responsibility of the winner. Gratuities and fees are the responsibility of the winner. Winners of travel-related prizes must comply with all applicable requirements and restrictions related to said prizes including without limitation applicable travel dates, age restrictions, liability waivers, travel documentation and reservation and confirmation procedures. All travel and vacation prizes are subject to mandates and directions of government authorities, and the individual providers of such travel and vacation prizes, regarding public gatherings, lodging, business operations, stay at home orders, and travel restrictions arising from pandemics, disease and other public health or safety events and in the event that travel or use of the prizes are unavailable or restricted as a result thereof, LifeStream shall have no liability or obligation to replace or substitute any such prize. For all such prizes, restrictions and blackout dates may apply. Gift card prizes are subject to the terms and conditions delivered with, or printed on, said cards and as otherwise determined by the business for which said card applies. All products, goods or services are transferred to the winner "As-Is and with All Faults" and LifeStream is making no guarantee or warranty, express or implied in connection therewith and accepts no liability or responsibility regarding the condition or quality thereof.

#### **VIII. Other Terms and Conditions:**

Cash prizes valued at more than \$1,500 are subject to all tax withholdings as required by federal and state law, and LifeStream will remit the balance of the cash prize to the winner. LifeStream makes no guarantee that the Internal Revenue Service (IRS) will accept that value of cash, vacations, or other prizes for the purpose of determining any income tax that may be due from winners. LifeStream takes no responsibility for prize winners' tax liabilities. Consult your tax advisor.

LifeStream reserves the right at its sole discretion to substitute, add or modify any prize or prizes or provide alternative prizes. No cash or other prize substitutions are permitted except at the sole discretion of LifeStream.

All costs and expenses associated with the acceptance or use of any prize is at the sole responsibility of the recipient.

**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.**

By purchasing a raffle ticket and choosing to participate in the raffle, each raffle participant acknowledges and agrees that LifeStream has the right, in its sole discretion, to cancel, suspend, and/or modify the LifeStream Dream Raffle for any reason and in LifeStream's sole discretion, or to elect not to proceed with the raffle for any reason whatsoever or for no reason, and in any such event, a participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such participant for each raffle ticket purchased, without interest. LifeStream 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 LifeStream Dream Raffle, or is acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt to deliberately undermine the legitimate operation of the LifeStream Dream Raffle may be a violation of criminal and civil law, and, should such an attempt be made, LifeStream reserves the right to seek damages from any such person to the fullest extent permitted by law. LifeStream's delay or failure to enforce any term or provision of these Official Rules shall not constitute a waiver of that provision.

**IX. Registration with the State of California:**

By letter from the Attorney General's office, Blood Bank of San Bernardino and Riverside Counties (LifeStream) has registered with the Department of Justice under Raffle Registration Number RF0004544 and is authorized to conduct raffles in California pursuant to the provisions of Penal Code section 320.5 for the raffle period and ending August 31, 2024. Registration does not imply endorsement.