

Mark Twain Gold Nugget Raffle Rules - 2017

1. GOLD NUGGET RAFFLE RULES

Mark Twain Gold Nugget Raffle begins on September 1, 2017 and ends on October 21, 2017 at 4:00pm PST. The raffle is licensed by the State of California (CA Raffle #RF0002425) to the Angels Camp Commemorative Committee of the Angels Camp Business Association, PO Box 62, Angels Camp, CA 95222. The raffle drawing is October 21, 2017 at 4:00pm PST at the Mark Twain Wild West Fest in Historic Downtown Angels Camp, California. All proceeds will benefit the Angels Camp Commemorative Committee to ensure the production of future Fests. An unlimited amount of tickets will be sold. Tickets may be purchased by mail, internet (www.mtwwfest.com) or in person. A list of prize winners will be posted on the raffle website on or about October 23, 2017. The raffle is void where prohibited by law. Winners are subject to relevant federal, state, local and other taxes.

2. RAFFLE PRIZES

The Grand Prize is **six (6) gold nuggets of 22-carat to 24-carat natural gold, weighing a total of 74.90 grams (2.642 ounces), with an appraised value of US\$5,851.56 on August 29, 2017; OR \$3,000 CASH in lieu of the gold nuggets.**

The Second Prize is an **Afternoon Cruise with Mark Twain** for eight (8) people on Lake Melones, south of Angels Camp, with a value of \$1,600.00. Mark Twain, aka Pat Kaunert, will entertain the party and light refreshments will be available.

3. RAFFLE ELIGIBILITY

The raffle is open to all persons age 18 and over worldwide. Members of the Angels Camp Commemorative Committee are prohibited from participating in the raffle; however, their families can purchase tickets and have the same chance to win as all other entrants. Winners need not be present to win.

4. DETAILS OF RAFFLE ENTRY AND PARTICIPATION

Raffle tickets are ten dollars (\$10.00) each. This ticket purchase price does not qualify as a charitable contribution. Personal check ticket purchases should be made out to Angels Camp Commemorative Committee (ACCC). Internet and mailed entries and payments must be received no later than 4:00pm PST on Saturday, October 14, 2017. All entries must include payment by cash, personal check, bank check or credit card. Tickets purchased by check will not be entered into the raffle until the check is cleared by the purchaser's bank. Subject to availability, purchasers may buy as many tickets they wish. Angels Camp Commemorative Committee reserves the right, in its sole and absolute discretion, to disqualify false entries, entries suspected of being false, illegible entries, defective entries, incomplete entries, physically altered entry forms, and entries that do not include valid or complete payment. Angels Camp Commemorative Committee is not responsible for printing errors in any raffle related materials or for lost, late, misdirected or non-delivered mail or corrupt internet messages or any other falsely received orders or deliver receipts prior to the drawing deadlines. All entries become the property of Angels Camp Commemorative Committee and will not be returned. Angels Camp Commemorative Committee reserves the right to withdraw this offer at any time. If for some reason the raffle is cancelled prior to the drawing, all ticket purchases will be refunded.

5. NOTIFICATION

Raffle ticket purchasers whose ticket numbers are drawn at the Prize Drawing will be deemed the winner of the prize for that particular selection of prizes. Winners will be notified by email, telephone and/or U.S. Mail using the information provided on the Entry Form. If any winner cannot be located or fails to respond to attempts to contact them within 30 days after Angels Camp Commemorative Committee's first attempt to contact them, such winners will be deemed to have declined their prize. Another winner will not be drawn. The prize may be forfeited if the winner cannot be reached or cannot accept or receive the prize within a reasonable period.

Winners grant 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 Raffle 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 Angels Camp Commemorative Committee. By participating, ticket purchasers agree to the following: 1. To be bound by these complete raffle rules and the decisions of Angels Camp Commemorative Committee shall be final and binding. 2. To waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law. 3. By accepting a prize, the winner agrees to release Angels Camp Commemorative Committee, its officers and members, representatives and agents, and any person or entity associated with the production, judging, administration of the raffle from and against any claims, damages, disability, attorney's fees, and costs of litigation and settlement, as well as anything due to any injuries, damages or losses to any person (including death) or property of any kind resulting in any raffle-related activity or participation in this raffle. Except where prohibited by law, the winner's purchase of a raffle ticket and acceptance of a prize constitute permission for Angels Camp Commemorative Committee to use the winner's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Raffle on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or compensation.

7. TAXES

Taxes, if any, are the sole responsibility of the winners. Selected winners will receive an IRS Form W2G and the amount of the winnings (at the Estimated Retail Value) will be reported to the IRS of any awarded prizes of \$600 or more. 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. The ticket purchase price does not qualify as a charitable contribution.

8. PRIVACY POLICY

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

9. GENERAL RAFFLE INFORMATION

Angels Camp Commemorative Committee reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the raffle or violating these Official Rules, and reserves the right to cancel the raffle should it suspect fraud or for reasons out of the control of the ACCC. Disputes regarding these Official Rules and/or this raffle will be governed by the internal laws of the State of California. Any claim(s) or controversy between any of the raffle participants and Angels Camp Commemorative Committee arising out of or relating to the raffle and or the raffle rules and regulations will be settled by binding arbitration administered in Calaveras County, California. Any Judgment on the award rendered by the arbitrator may be 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 Raffle. Any such attempts may be in violation of criminal and civil laws and will result in disqualification from participation in the Raffle. Should any attempt be made, Angels Camp Commemorative Committee 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 raffle winner's sole and exclusive remedy for any claim against Angels Camp Commemorative Committee arising out of the sale of raffle tickets or the conduct of the raffle will be limited to the return of the purchase price paid for the raffle ticket(s). In no event will Angels Camp Commemorative Committee, the Angels Camp Business Association, their 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.