

Paralyzed Veterans of America – 1946 Willy’s Jeep Drawing

Official Rules & Regulations

1. Official contest rules – These are the official rules (“Official Contest Rules”) for the Paralyzed Veterans of America 1946 Willy’s Jeep Drawing sponsored by the Paralyzed Veterans of America (the “Charity”)
2. Eligibility – The contest is open to anyone 18 years or older, except for members officers and employees of the Charity, its affiliates and subsidiaries, and authorized agents and employees thereof, are excluded from participating and are not eligible to win a prize. All federal, state, and local laws and regulations apply. The Contest is void where prohibited or restricted by law. An affidavit of eligibility may be required from prize winners.
3. Address of Sponsor of the Contest – Paralyzed Veterans of America located at 801 18th Street NW, Washington, DC 20006.
4. Agreement to Abide By Official Contest Rules – Each eligible person who enters the contest is a “Contestant”. By entering the contest, contestant hereby fully and unconditionally agrees that such entry constitutes the Contestant’s full and unconditional agreement to and acceptance of the Official Contest Rules. The Contestant hereby agrees to perform all conditions and obligations required by these Official Contest Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sponsor reserves the right to change the Contest Rules and Regulations at any time preceding or during the contest without prior consent or notice.
5. Contest Period – The Contest begins on November 13, 2009 and ends at or about May 29, 2010. The winning ticket will be drawn on May 30, 2010.
6. How to Enter – Any eligible person may enter the contest by obtaining an officially numbered contest ticket (“Contest Ticket”) from the Charity during the Contest period. Contest tickets may be obtained in the following manner: (1) visiting www.pva.org/jeep and filling out an official registration form and mailing it to the charity at the address listed above, (2) submitting an official registration ticket form on-site at designated PVA booth or (3) submitting an official registration ticket form to designated PVA employee. Tickets are \$20 each or 3 for \$50. Single contest tickets are available without charge upon request by phone or mail to Charity at address listed above with a limit of one such contest ticket per eligible household. The Sponsor is not responsible for website technical difficulties, telephone service outages, delays, busy signals or any other technological difficulties or human error that may prevent an individual from completing his or her registration or participating in the Contest.
7. Winner need not be present to win.
8. Drawing Prize – A 1946 Willy’s Jeep VIN# AZ236169. The contestant selected as the winner of the drawing will receive ownership of and the legal title to the prize. An independent appraisal values the prize at TBD. The prize does not include taxes, license, title and registration fees, or delivery or transportation costs of prize. The prize is non-transferable and non-refundable and must be accepted in “as-is, where-is, with all faults” condition. Except as expressly stated in thee official contest rules, charity makes no representation or warranty of any kind or character, express or implied, concerning the prize. The contest prize winner shall be responsible for all taxes, license, title, and

registration fees, delivery or transportation costs and any other costs associated with winning and use of the prize.

9. Selection of the prize winner – one prize winner will be selected from all of the contestants as follows:

On or about May 30, 2010, the Charity will hold a drawing and randomly select one contest ticket from among all submitted and accepted contest tickets. The contestant owning the selected contest ticket will be deemed the prize winner. The drawing will held as scheduled, regardless of the number of contest tickets procured.

The prize winner is responsible for paying all applicable income, sales and any other taxes associated with winning and use of the prize. Due to recent changes in the tax law, the IRS requires the charity to collect federal income taxes upon delivery of the prize to the prize winner. Such taxes shall be based on the appraised value of TBD, less any amount the prize winner has paid for the purchase of his or her contest tickets (“the net difference”), computed at 28% of the net difference to determine the amount of the withholding tax.

The prize winner has until June 29, 2010 or 30 days after the drawing, whichever occurs later, to pay all required taxes to the charity, claim the grand prize, and meet all other requirements of the official Contest Rules. If the prize is not redeemed by that date, or if the prize winner otherwise does not meet all requirements of the Official Contest Rules by that date, then the prize is automatically forfeited and the charity will select a new prize winner at random from among all of the remaining eligible contest tickets. A contestant so selected as the new prize winner will have 30 calendar days after being notified of his or her selection, thereafter to meet all eligible requirements set forth in the Official Contest Rules and take delivery of the prize. If the new prize winner fails to meet all prize requirements set forth herein and take delivery and claim the prize by the required date, then the charity will repeat the selection process until a contestant is selected who satisfies all requirements set forth herein for receipt of the prize, prize requirements are met and the prize is awarded. All drawing and prize winner selection results are final. The odds of winning the prize are dependent on number of contest tickets issued and received. For a list of the prize winner, please visit our website at www.pva.org/jEEP one week after the drawing.

10. Certificate of eligibility and liability/ publicity release – The prize winner must sign a certificate of eligibility and liability / publicity release (substantially in the form appearing on our website) and return it to the charity on or before August 15, 2010 in order to receive the prize. If the prize winner fails to sign and return the certificate of eligibility and liability / publicity release to the charity by the above-stated deadline, or to otherwise meet the requirements of these official contest rules, then an alternate contestant will be selected in his/her place by random drawing from all remaining eligible contest tickets, and that person will become the prize winner in his or her place.
11. Publicity – acceptance of the prize constitutes permission for the charity and or its designees to use the prize winner’s name, hometown, 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 prize winner to the extent permitted by law.

12. General conditions – The charity will stage the contest to be conducted in compliance with all applicable federal, state and local laws, and the contest is void where prohibited or restricted by law. The charity reserves the right to cancel, suspend, and/or modify the contest if any fraud or other problem corrupts the administration, security, or proper play of the contest, as determined by charity in its sole discretion. In such event the charity reserves the right to award the prize to the “selection of prize winner” criteria from among the eligible contest tickets received up to the time of the impairment. The charity reserves the right to disqualify any individual it determines in its sole discretion, finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these official contest rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation the contest may be a violation of criminal and civil law, and should such an attempt be made, the charity reserves the right to seek damages from any such person to the fullest extent permitted by law. The charity’s delay or failure to enforce any term of provision of these official contest rules shall not constitute a waiver of that provision.
13. Release – Except where prohibited, each contestant agrees to release and hold harmless the charity, and its officers, directors, employees and agents (the “released Parties”) from and against any claim or cause of action arising out of participation in the contest or receipt or use of any prize.
14. Limitations of Liability – Except where prohibited, each contestant agrees that the released parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by contestants or printing errors; (b) unauthorized human intervention in any part of the contest; (c) technical or human error which may occur in the administration of the contest or the processing of entries; or (d) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from contestant participation in the contest or receipt of any prize.
15. Disputes – Except where prohibited, each contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the contest or any prize awarded there under shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC; (b) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the contest, but shall not include in no event attorney’s fees; and (c) under no circumstances will contestant be permitted to obtain awards for and contestant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than the 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 the official contest rules, or the rights and obligations of the contestant and charity in connection with the contest, without giving effect to any choice of law or conflict of rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.
16. Refunds – No refunds for the contest tickets purchased will be given after 9pm EST on May 29. Any orders for contest tickets submitted after 9pm EST on May 29, 2010, shall be deemed null and void and any monies submitted in connection with the same shall be refunded.