

PARA LOS NIÑOS

2011 328i BMW 2-YEAR LEASE RAFFLE

OFFICIAL RULES AND REGULATIONS

This 2011 328i BMW 2-Year Lease Raffle (“Raffle”) is registered with the Office of the California Attorney General. California Raffle Registration # 038155.

By participating in this Raffle and/or purchasing a raffle ticket, each entrant and participant (including each person named on a raffle ticket, and each purchaser of a raffle ticket) agrees to comply with and be bound by these Official Rules. Para Los Niños is a nonprofit organization committed to the academic success and social wellbeing of children. Through early childhood education, charter schools and community partnerships, Para Los Niños provides high-quality education, mental health and family support services to children living in high-poverty areas of Los Angeles and San Bernardino counties. All decisions with respect to the Raffle, including the interpretation of these Official Rules, shall be in the sole discretion of Para Los Niños, and all such decisions by Para Los Niños shall be final. These Official Rules may not be supplemented, modified or waived except by Para Los Niños.

Ticket Sales:

Raffle tickets will be available for purchase between 12:00 PM PST February 1, 2011 and 12:00 PM PST April 29, 2011. Phone and fax entries and payment must be received by 12:00 PM PST April 29, 2011. Mail-in entries and payment must be postmarked by Friday, April 22, 2011 and received no later than four (4) days later. Any payments and requests received after the cut off will be returned. Price is \$100 per ticket. Only five hundred (500) tickets will be sold. Subject to the foregoing limit, each eligible participant may purchase as many tickets that are then available. Odds of winning depend on the number of tickets purchased, but will not be less than 1/500. Tickets may be purchased by check made payable to “Para Los Niños” (with such check and your request (including your full name, mail address and telephone number) being sent to 500 Lucas Ave. Los Angeles, Ca 90017, or by credit card by calling (213) 250-4800 ext 555 or by fax at (213) 250-4900 ATTN: Alex Lopez and providing the required information (including your full name, credit card number, address and telephone number). Raffle tickets may not be purchased by voicemail or over the internet. If a check does not clear the bank or a credit card transaction is denied for any reason, the ticket is null and void and the purchaser will be notified and the next ticket order in line will be processed. Para Los Niños accepts Visa and Mastercard. Late entries or entries received after the maximum number of 500 tickets have been sold will be returned. To the extent permitted by applicable law, Para Los Niños reserves the right to cancel the Raffle (or extend the Raffle entry deadline and drawing date) if less than 100 raffle tickets are sold prior to 12:00 PM PST April 29, 2011. In the event Para Los Niños so cancels the Raffle, the purchase price of raffle tickets sold prior to cancellation of the Raffle will be refunded. Other than as specified above, no other refunds will be made, and all raffle ticket sales are final.

Eligibility:

Participants and the person named on the raffle ticket must be eighteen (18) years of age or older and legal residents of the State of California (USA) and meet the lease requirements set forth below. **Void where prohibited or restricted by law.** Raffle tickets may not be purchased in the name of a business, trust, corporation or entity. Only one (1) individual may be identified as the purchaser of the raffle ticket. Employees, agents, officers, directors and trustees of Para Los Niños, and the immediate family and household members of such persons, are not eligible to purchase raffle tickets or otherwise participate in the Raffle (and raffle tickets may not be in the name of any such persons). Raffle tickets may not be re-sold or otherwise transferred. Incomplete, illegible, defective, lost, late, postage insufficient, or misdirected entries will be void, and Para Los Niños shall have no responsibility for such entries.

Drawing:

The random drawing from eligible entries will be conducted by Para Los Niños and take place on April 29, 2011 at the Para Los Niños Cinco de Mayo event at the Gilmore Adobe. The potential prize winner (the person named on the drawn ticket) does not need to be present at the time of drawing. It is the responsibility of the entrant to provide Para Los Niños a valid address and phone number for notification. The potential winner will need to provide proper identification and other information reasonably required by Para Los Niños, and shall also be required to execute and return to Para Los Niños an affidavit of eligibility, publicity release, and release of liability, as well as any required tax forms. To the fullest extent required by law, each potential winner agrees to allow Para Los Niños to use his/her name, city of residence, biographical information, likeness and image without compensation for any promotional activity related to this Raffle or any future raffle or promotion of Para Los Niños. Any and all addresses and contact information of the purchaser *will not* be released to the public. If Para Los Niños is unable to contact and speak with the potential winner, and such potential winner does not return the information and documentation required above, within fifteen (15) days of the drawing, Para Los Niños reserves the right to disqualify such potential winner and select an alternate potential winner by random draw from the remaining eligible entries.

Prize:

The eligible winner of the April 29, 2011 drawing will be awarded a two-year lease of a 2011 328i BMW sedan with an approximate value of \$10,000 (the "Prize"). The final value will be determined at or around the time of the drawing. The vehicle lease is provided by Milo Rosas of Century West BMW, 4245 Lankershim Blvd., North Hollywood, CA 91602, (818) 432-5800 (the "Leasing Agent") and each potential winner must execute, meet the requirements of and comply with terms and conditions of the written lease agreement provided by the Leasing Agent (the "Lease"), which include, among other things, a) the Leasing Agent's approval of the potential winner's credit worthiness; b) possessing a valid CA driver's license; and c) possessing valid car insurance (with coverage limits equal to or greater than the minimum limits required by the Lease). Without limiting the foregoing, the winner must maintain such other insurance and licenses required by the Lease. In the event a potential winner does not so meet the

requirements of or comply with the terms and conditions of the Lease or such potential winner's credit worthiness is not approved by the Leasing Agent, Leasing Agent and Para Los Niños reserve the right to disqualify such winner, require that the Prize be returned (if applicable) and select an alternate potential winner by random draw from the remaining eligible entries; provided, however, Para Los Niños is not required to select an alternate winner. A copy of the terms and conditions of Lease can be obtained by sending a request in writing to Jillian Pardo, Remarketing Department Century West BMW, 4245 Lankershim Blvd., North Hollywood, CA 91602, (818) 432-5887. The actual specifications, features, packages, options and accessories for vehicle (other than the manufacturer's standard base features for the vehicle model) shall be at the discretion of Para Los Niños and the Leasing Agent. Each entrant and participant specifically acknowledges that the color of the vehicle may be different than the vehicle that will be used for promotional purposes. In addition to the providing the information and documents specified above, the potential winner must claim the Prize within fifteen (15) days from notification by Para Los Niños. If the Prize is not claimed within the fifteen (15) days, Para Los Niños reserves the right to disqualify such potential winner and select an alternate potential winner by random draw from the remaining eligible entries. The Prize may not be sold, transferred or exchanged by the winner.

Taxes and IRS Rules:

The position of the IRS is 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. The winner is responsible for any and all state or local license(s), title, registration, taxes, reporting, or fees associated with the Prize. The IRS requires that income tax withholding on prize values of \$5,000 or greater must be paid upon award and distribution of a prize. Government rules governing withholding can change without notice. Para Los Niños will follow the applicable government rules in effect at the time the Prize is awarded. Each entrant acknowledges that the IRS and other government authorities may place a different value on the Prize than that stated herein. The winner should consult his or her legal or tax advisor with respect to such potential taxes and other issues with respect to the acceptance of the Prize. The winner shall also be responsible for all maintenance, inspection, gas and other expenses with respect to the use and operation of the Prize (including the costs of obtaining and maintaining any insurance required by the Lease and the costs of maintaining the vehicle in accordance with the terms of the Lease, but excluding maintenance and repairs covered under the warranties specified in the Lease (if any)).

Waiver/Release and Limitation of Liability/Miscellaneous:

By participating in this Raffle, each participant, to the fullest extent permitted by applicable law, releases, and agrees to indemnify, defend and hold harmless Para Los Niños and its trustees, directors, officers, employees and agents (the "Releasees"), from any and all liabilities, injuries, losses, expenses and damages of any kind and related claims and causes of action which arise from such participant's acceptance, possession, use or misuse of the Prize and/or such participant's participation in the Raffle, and/or such participant's failure to win the Prize and/or comply with the Lease (as applicable). The Prize will be provided by the Leasing Agent on "AS-

IS, WHERE-IS” basis. You acknowledge that Para Los Niños does not provide or make, and has not provided or made, any guarantee or warranty of any kind, expressed or implied, in connection with or with respect to the Prize or the Raffle, including, without limitation, with respect to the value or performance of the Prize. All such guarantees and warranties are expressly disclaimed to the fullest extent permitted by applicable law. Para Los Niños accepts no liability or responsibility regarding the manufacturing or condition of the Prize. To the fullest extent permitted by applicable law, each participant and entrant agrees that in no event shall (a) Para Los Niños or any other Releasee be liable for incidental, consequential, indirect, special or punitive damages in connection with the Raffle and/or the Prize, or (b) the total liability (if any) of Para Los Niños or any other Releasee to any entrant or participant exceed the purchase price paid by such person for his or her raffle ticket(s).

To the extent permitted by applicable law, Para Los Niños reserves the right to cancel or modify the Raffle if fraud, misrepresentation or any other factor impairs the integrity or proper conduct of the Raffle as determined by Para Los Niños in its discretion.

The name of the Raffle winner will be posted at www.paralosninos.org from approximately May 3, 2011 through May 31, 2011.