

## **Air Fence Ninja 300 Raffle**

**1. Eligibility:** Raffle (the “Raffle”) is open only to those who purchase a \$50 ticket either at the online Raffle page or by filling out a Raffle form before the August 26<sup>th</sup>, 2017 deadline and who are **18** as of the date of entry. The Raffle is only open to legal residents of **the United States** and is void where prohibited by law. The Raffle is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of **the Penguin Racing School Inc** as final and binding as it relates to the content. The Raffle is subject to all applicable federal, state and local laws.

**3. Raffle Period:** Entries will be accepted online starting on or about **January 31, 2017** and ending **August 26<sup>th</sup> 2017**. All online entries must be received by **August 26<sup>th</sup>, 2017 at 5:59PM EST**.

**4. How to Enter:** The Raffle must be entered by submitting an entry using the online form provided on this Raffle site. The entry must fulfill all Raffle requirements (at least a \$50 donation), as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of **the Penguin Racing School Inc** . You may enter as many times as you like and you must fill in the information requested.

**5. Prizes:** The Grand Prize winner will receive a 2017 Kawasaki Ninja 300, which has a retail value of approximately \$4999 USD. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and

all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for **the Penguin Racing School Inc** to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** There will be 200 tickets sold. Odds of winning depend on the number of eligible entries received from any individual.

**7. Winner selection and notification:** Winners of the Raffle will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the Raffle with within five (5) days following the winner selection. **the Penguin Racing School Inc** shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Raffle is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE RAFFLE AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this content you understand that **the Penguin Racing School Inc**, anyone acting on behalf of **the Penguin Racing School Inc**, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout

the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Raffle, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms: the Penguin Racing School Inc** reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Raffle should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Raffle. In such case, **the Penguin Racing School Inc** may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by **the Penguin Racing School Inc**. **The Penguin Racing School Inc** reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle or website or violates these Terms & Conditions.

**the Penguin Racing School Inc** has the right, in its sole discretion, to maintain the integrity of the Raffle, to void votes for any reason.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Raffle may be a violation of criminal and civil laws and should such an attempt be made, **the Penguin Racing School Inc** reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Raffle you agree to receive email newsletters periodically from **the Penguin Racing School Inc** . You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

The winners of any prizes are responsible for any applicable taxes that are due as a result of their winnings, and the winner agrees to release the Penguin Racing School Inc from any and all responsibility with regards to any products won in conjunction with this Raffle. The winner should consult a qualified tax professional for any and all advice with respect to tax liability. The Penguin Racing School will deliver the 2017 Kawasaki

Ninja 300 to Cannan Motor Club in Canaan, NH on August 26, 2017. If the winner is not present at the time of the drawing, the winner may make an appointment to pick up the motorcycle by September 30, 2017 from the Penguin Racing School office in Winchendon, MA during regular business hours. The winner may arrange for a delivery pick up at our Winchendon office at their own expense.

**10. Limitation of Liability:** By entering you agree to release and hold harmless **the Penguin Racing School Inc** and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Raffle and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS RAFFLE IS GOVERNED BY THE LAWS OF **The United States of America AND Massachusetts**, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Raffle, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before a court located in **Massachusetts** having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Raffle), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy

stated on the **Penguin Racing School Inc** Web Site.