

## **OFFICIAL RULES OF THE URSULINE ACADEMY MARDI GRAS RAFFLE**

By entering the Ursuline Academy Mardi Gras Raffle (the “Raffle”), you consent to be bound by these Official Rules. Accordingly, you should read these rules carefully before entering the Raffle.

1. **ORGANIZATION CONDUCTING RAFFLE:** The Raffle is being conducted by Ursuline Academy (“UA”), which is solely responsible for the Raffle, the administration of these Official Rules, and the awarding of the Raffle prize. Net proceeds from the Raffle will be distributed to UA.

2. **ELIGIBILITY:** To be eligible to enter the Raffle, you must comply with these Official Rules, and either be a resident of Texas or purchase your ticket in person in Texas.

3. **HOW TO ENTER:** You have not entered the Raffle until your entry submission, with full payment, has been accepted by UA. Acceptance of your entry submission will be communicated to you by delivery of a ticket stub or by a written confirmation letter from UA. If a submission is accepted, then it will be deemed to have been accepted on the date and time on which the submission was received by UA, regardless of the date that UA notifies you of the acceptance of your submission. You may enter as often as you want, but all entry requirements must be met for each entry. Tickets will be sold up until 9pm the night of the Grand Prize drawing or until 999 entries are accepted, whichever comes first. There are four ways to submit your entry:

(a) **Submission by Mail:** Legibly complete the official entry form and send it by first class mail, postage paid, along with required credit card information, to: Ursuline Academy **Mardi Gras Ball, PO Box 671267, Dallas, TX 75367**. Entrants are discouraged from sending cash, checks, money orders or other forms of negotiable instruments through the mail.

(b) **Submission by Internet:** Access the official UA website at [www.uamardigras.org](http://www.uamardigras.org) (“Raffle Website”), navigate to the Car Raffle entry page, and complete the Raffle entry form by providing all requested information, and then clicking “submit.” Entry via the Internet will not be available for those who reside outside of a limited geographical region within Texas.

(c) **Submission in Person:** Purchase your ticket in person from an authorized volunteer of UA by completing the official entry form, and handing the completed official entry form, along with a check, money order, or required credit card information, to one of the UA volunteers present.

(d) **Submission by Phone:** Purchase your ticket over the telephone from an authorized volunteer of UA by providing entry and payment information to the volunteer. (Receipt by a volunteer of entry information and payment DOES NOT constitute acceptance of your entry submission.)

4. **ODDS OF WINNING:** The odds of winning the Grand Prize are dependent upon the number of entries, which shall not exceed **999** and the number of times you enter.

5. PROCEDURES FOR LIMITING ENTRIES: The number of entries into the Raffle shall be limited to 999 using the following procedure:

(a) If 999 submissions are accepted prior to the closing date of February 18, 2012, no further submissions will be accepted. Submissions received beyond 999 will be refused, and if necessary, entry fees will be returned or refunded.

(b) UA shall keep a daily tally of the number of submissions received and accepted, and the date on which they were received. In the event that more than a total of 999 accepted submissions are received, then UA shall (i) determine the day on which 999 accepted admissions were received; and (ii) if the daily tally for that day results in there being more than 999 accepted submissions, then (iii) UA shall randomly select from all accepted submissions received that day in order to achieve exactly 999 accepted admissions.

METHOD FOR AWARDING GRAND PRIZE: UA will conduct a drawing for the Grand Prize on February 18, 2012. The Grand Prize drawing shall randomly select a winner from the accepted entries. You need not be present at the Grand Prize drawing to win. However, the Grand Prize will be available at the dealership in Plano, Texas for the winning entrant.

PRIZE: The winner will have the option of choosing between a 2012 BMW X3 (dealer MSRP \$46,765) or a 2012 328i Convertible (dealer MSRP \$48,275). Prize cannot be substituted by the winner. UA reserves the right to substitute prizes of equal or greater value, at its discretion.

#### GENERAL CONDITIONS

(a) The winner must execute and provide to UA: (1) an Affidavit of Eligibility, attesting to the winner's eligibility and compliance with the Official Rules; (2) a Liability Release, releasing the Sponsors (as defined below) from any liability arising out of the Raffle; and (3) a Publicity Release, allowing UA to use the winner's name, likeness, voice and biographical information for publicity purposes. The winner also will be required to provide any other information needed by UA to comply with applicable laws and regulations, including those relating to the payment of income taxes. By accepting a prize, the winner grants UA permission for the use of his/her name, likeness and biographical information for advertising and promotional purposes without additional compensation, except where prohibited by law.

(b) UA reserves the right, exercisable upon its sole discretion, to disqualify any individual found to have (1) violated these Official Rules; (2) interfered with the entry process or the operation of the Raffle; (3) altered or attempted to alter the random outcome of the Raffle; (4) violated any law or regulation by participating in the Raffle; or (5) fraudulently completed the entry form or provided other false information to UA.

(c) IN NO EVENT WILL UA OR ITS BOARD MEMBERS, AGENTS OR EMPLOYEES (COLLECTIVELY, "SPONSORS"), BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE RAFFLE AND TO THE PRIZE, THE SPONSORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) All taxes, fees, assessments, title and registration fees, insurance, and like charges, associated with the receipt or use of the Grand Prize, are the sole responsibility of the winner. BECAUSE OF THE VALUE OF THE PRIZE, THE WINNER WILL BE REQUIRED TO MAKE A PAYMENT OF TAXES IN THE AMOUNT OF 25% OF THE FAIR MARKET VALUE OF THE GRAND PRIZE AT THE TIME OF ACCEPTING THE PRIZE. THE TAXES MUST BE PAID AND THE GRAND PRIZE MUST BE PICKED UP AT THE DEALERSHIP (CLASSIC BMW, 6800 DALLAS PARKWAY, PLANO, TEXAS 75024), BY NO LATER THAN **MARCH 19, 2012**. THE FAILURE TO PAY THE TAXES AND PICK UP THE PRIZE BY THE DEADLINE WILL RESULT IN A FORFEITURE OF THE PRIZE WITHOUT FURTHER RECOURSE IN LAW OR EQUITY.

(e) The value of the prize is based upon good faith estimates by UA as of the date the Raffle was commenced. The Sponsors assume no responsibility for changes in market conditions that may affect the value of a prize. There is no guaranty that a winner will be able to sell any prize for the estimated value, or that the IRS, or its counterpart in any state's jurisdiction, will accept the value of the Grand Prize for purposes of determining any tax that may be due by the winner.

(f) *Entrants hereby fully release the Sponsors from any and all liability caused by or resulting from the use or possession of any prize awarded or caused by or resulting from participation in the Raffle or any related promotion.*

(g) UA assumes no responsibility for lost, late, misdirected or undelivered entry submissions, or any error, delay, or interference with entry via the Raffle website.

EXTENSION OF RAFFLE: At UA's sole discretion and option, the dates for the drawing may be extended by no more than thirty days.

DISPUTE RESOLUTION: Venue of any action brought concerning the Raffle shall be in Dallas, Texas, and shall not be subject to transfer to another venue or locale for any reason. By entering the Raffle, you agree that you will not commence or participate in any class action litigation, or join with any other person in a legal proceeding, concerning the Raffle. The Raffle, these Official Rules, the entire relationship between you and UA, and any legal proceeding arising therefrom (whether based on contract, tort, law or equity), shall be governed by, construed in accordance with, and enforced pursuant to, the laws of the State of Texas, without regard to its conflict of laws principles.

AMENDMENT OF RULES: If, for any reason, the administration, security, fairness, or integrity of the Raffle has been compromised, UA reserves the right, exercisable at its sole discretion, to cancel, terminate, modify or suspend the Raffle. The Official Rules may be amended by UA at its sole discretion. Amendments will be posted on the Raffle Website. Unless otherwise specified, any amendments will become effective at 12:00:01am CT on the day after they are posted on the Raffle Website.