**DOWNTOWN TUPELO MAIN STREET ASSOCIATION**

**TOYOTA COROLLA RAFFLE**

**CELEBRATING THE 85TH BIRTHDAY OF ELVIS PRESLEY**

**Official Rules**

Downtown Tupelo Main Street Association, located at 108 S. Broadway St., Tupelo, MS 38804, is a non-profit 501(c)(4) social welfare organization and Mississippi non-profit civic organization under the guidelines of the Department of Internal Revenue and the laws of the State of Mississippi. The “Toyota Corolla Raffle Celebrating the 85th Birthday of Elvis Presley” (“**Raffle**”) is being presented and sponsored by the Downtown Tupelo Main Street Association (“**Sponsor**”). All proceeds raised during this fundraiser will be reinvested into services and programs to continue the mission of Sponsor which is to “sustain and enhance the downtown experience.”

**Raffle Period:** Raffle period is open as of 12:00:01 a.m. Central Standard Time (“**CST**”) on June 6, 2019 through 11:45 p.m. CST on December 31, 2019 (“Raffle Period”).

**Raffle Prize/Prize Vehicle:** Raffle prize is a 2020 Toyota Corolla XSE with a manufacturer’s suggested retail price (“**MSRP**”) of $29,350 (“**Prize Vehicle**”) and is being donated by Toyota Motor North America, Inc., 6565 Headquarters Dr., Plano, Texas 75024 and Carlock Toyota of Tupelo, 882 Cross Creek Dr., Saltillo, Mississippi 38866 (collectively, “**Toyota**”). Prize Vehicle is not redeemable for cash. The depiction of the Prize Vehicle in any advertising or promotional materials may not reflect the actual Prize Vehicle delivered to the Winner. Sponsor will determine all features of Prize Vehicle, including, but not limited to, color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by Winner. Winner must be a U.S. licensed driver and will be required to provide proof of valid U.S. driver’s license and legally-required auto insurance at time of delivery (or an alternative winner will be selected, if applicable, and the original winner’s rights to the Prize Vehicle will be automatically forfeited). Sponsor shall have no obligation for delivery of Prize Vehicle to anyone other than the Winner, as stated below.

Sponsor specifically disclaims all expressed or implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose regarding the Prize Vehicle. Sponsor shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Prize Vehicle provided pursuant to the Raffle and/or any Entrant’s participation in the Raffle; provided, however, that Toyota shall be solely responsible for any express-written limited warranties specifically set forth in the applicable Owner's Guide for the Prize Vehicle. If the Winner does not claim the Prize Vehicle within 30 days of the Drawing, the Prize Vehicle will be forfeited and another winner will be chosen.

Sponsor shall not be responsible for delays in delivery of the Prize Vehicle and delivery is subject to availability. Sponsor, however, shall use all reasonable efforts, subject to availability, to deliver the Prize Vehicle within one hundred twenty (120) days of completion of verification process. The Winner shall bear all risk of loss or damage to the Prize Vehicle after he/she has accepted delivery. Prize Vehicle is non-transferable and no substitution or cash equivalent is allowed except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute the Prize Vehicle for one of comparable or greater value, at its sole discretion. Winner is responsible for all taxes and other costs and fees associated with Prize Vehicle receipt and/or use not specified herein as being awarded.

**Income and other Taxes:** Winner is responsible for title, applicable taxes, license, registration, dealer preparation costs, auto insurance and other fees, including local, state and federal taxes, sales tax, use, luxury, income, special taxes, and any other costs associated with Winner taking possession of the Prize Vehicle. Winner acknowledges that Charity is required to withhold 24% of the fair market value of prize vehicle less the amount of the raffle ticket and submit to the Department of the Treasury for federal income tax purposes. **Winner agrees to pay Charity this amount within 30days of raffle date.** Winner further agrees that he/she will sign a Form W-2G and will receive a copy of said form no later than February 28, 2021, and that a copy will be sent to federal and state taxing agencies. Winner understands that he/she must report the winnings on their federal and state income tax return for tax year 2020. Winner should consult his/her tax professional for further information. Winner understands that they are solely responsible for any other related taxes including ad valorem tax in their state of residence.

**Eligibility:** To participate in this Raffle, individuals must be 21 years of age or older at time of Entry, as defined below, must qualify under Mississippi laws to purchase a raffle ticket and participate in this Raffle, and be a legal resident of the 50 United States and District of Columbia (“**Entrant**”). Individuals who are ineligible to Enter the Raffle are: Sponsor and its respective affiliates, subsidiaries, successors, assigns, agents, representative, officers, directors, and employees, including immediate family members of any of the aforementioned; TMNA employees who are at a manager level or above as well as any TMNA officers and directors, including immediate family members of any of the aforementioned; and any entity involved in the development production, administration, or judging of the Raffle, including without limitation, immediate family members of any of the aforementioned. Void outside the US, in Puerto Rico, the U.S. Virgin Islands, other United States territories and possessions, and where prohibited. Sponsor will conduct the Raffle substantially as described in these Official Rules, which are also available at [www.downtowntupelomainstreet.com](http://www.downtowntupelomainstreet.com) and [www.tupeloelvisfestival.com](http://www.tupeloelvisfestival.com).

**How to Enter/Entry:** Entrants may purchase a $50 Raffle ticket in person at Sponsor’s office: Downtown Tupelo Main Street Association office at 108 S. Broadway St., Tupelo, MS 38804 and at Sponsor events held between June 1, 2019 and December 30, 2019 (each, an “**Entry**”). Multiple Entries by each Entrant permitted until end of Raffle Period or until 7,500 Entries have been sold. Only one Entrant may be listed on each Entry. Entrants must legibly write his/her full legal name, address, and telephone number on each Entry. If an Entrant’s check or credit card is dishonored by the bank or credit card company, the Entry will be deemed invalid unless full payment is received by Sponsor by the end of the Raffle Period. Entrant will also be subject to all associated bank fees. All Entries are final and non-refundable. No more than 7,500 Entries will be available for purchase during the Raffle Period.

Safekeeping of Entry(ies) is Entrant’s sole responsibility. Any attempted transfer, purchase, sale or auction of Entry(ies) constitutes fraud by attempted seller and attempted buyer of Entry and renders Entry stub void and will not be accepted if Sponsor determines in its sole discretion that the Entry has been tampered with, altered, counterfeited, forged or is otherwise irregular or invalid not is Sponsor responsible for Entries that are lost, damaged, destroyed, stolen, incomplete or illegible; and, in all such cases, each such Entry will be void and Sponsor shall have no liability in conjunction with same. In such event, or if Sponsor otherwise has reason to believe that someone has tampered with an Entry or the Raffle generally or has otherwise attempted to defraud Sponsor in any way, Sponsor will disqualify such person and will seek to protect its rights via all available legal remedies, including possible criminal prosecution. Sponsor further reserves the right to confiscate and retain any Entry suspected of being invalid. In no event will Sponsor award more than one (1) Prize Vehicle. Should a printing, programs or other error result in multiple “winning” Entries, the Winner will be selected in a random drawing from among the holders of all such “winning” Entries for the affected Raffle. Sponsor disclaims any liability for typographical, printing, production or other error with Entries with the understanding that Sponsor’s sole liability for a defective or irregular Entry is replacement with another Entry (provided supplies last) or the refund of the purchase price of such Entry.

By Entering Raffle, where allowed by law, all Entrants, including the Winner, grant exclusive permission to Sponsor and Toyota for use of their names, characters, photographs, voices, and likenesses in connection with promotion of this Raffle and Entrants, including the Winner, waive any claims to royalty, right or remuneration for such use.

**Drawing:** The Raffle winner (“**Winner**”) will be determined by a random drawing to be conducted by Sponsor on or about December 31, 2019 (“**Drawing**”). Winner will be notified by telephone and/or e-mail and mail. Entrant does not have to be present to be drawn as Winner. A valid picture ID of Entrant is required to claim the Prize Vehicle. Winner must complete an Affidavit of Eligibility and Liability/Publicity Release, including providing Sponsor with a valid Social Security number or taxpayer identification number, before Prize Vehicle will be awarded. A Form 1099 will be issued to Winner. The Drawing may be postponed due to weather or any state of emergency declared by the state, city or county local authorities. In such event, a new date, place and time for the Drawing will be determined by Sponsor, which will be published on the Sponsor websites, as stated in Section 1 hereof.

**Odds of Winning:** Odds of winning depend on the number of eligible Entries received during the Raffle Period or 1:7500 if all available Entries are sold during the Raffle Period.

**Miscellaneous:** Any and all disputes, claims and controversies concerning this Raffle shall be submitted to and resolved by binding arbitration, to be conducted under commercial arbitration rules. The decision of the arbitrator will be final and binding on all parties.

**Indemnification and Release of Claims:** Each Entrant, including Winner, waives any and all claims of liability against Sponsor and Toyota, and their respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, and employees, and any entity involved in the development production, implementation, administration, judging or fulfillment of the Raffle and/or Prize Vehicle.