



**2018-2019 OFFICIAL RULES**  
**TEST TO BE THE BEST GIVEAWAY**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN  
THIS SWEEPSTAKES**

**VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW**

**OPEN ONLY TO LEGAL RESIDENTS OF CALIFORNIA**

**Name of Sweepstakes.** Test to be the Best Giveaway (this “Sweepstakes”).

**Sweepstakes Sponsors.** The sponsors of this Sweepstakes (collectively, the “Sponsors”) are:

EEE, Inc.  
DBA Excelsior Public Charter Schools  
18422 Bear Valley Rd.  
Victorville, CA 92395

Victorville Motors  
14617 Civic Dr.  
Victorville, CA 92394

**Eligibility.** The Sweepstakes is open only to continuously enrolled students beginning September 4, 2018, thru the end of the school year at one of the seven campuses of Excelsior Charter Public Schools: Barstow Campus, Corona Campus, Highland Campus, Ontario Campus, North Victorville Campus (AME: Aviation, Medical and Engineering), Phelan Campus, and Victorville Campus.

Employees of Dealership Sponsor, Excelsior Public Charter Schools, Excelsior Board, and any other companies involved in the development or execution of the Sweepstakes and their respective parent companies, subsidiaries, affiliates, agents and agencies as well as the immediate family (spouse/spousal equivalent, parents, siblings, and children) and household members of each such employee are not eligible to participate in the Sweepstakes.

**Duration of Sweepstakes.** The time period (“Sweepstakes Entry Period”) begins Tuesday, September 4, 2018, and ends on Wednesday, May 22, 2019

**How to Enter Sweepstakes.** Students can earn up to three (3) separate entries into the sweepstakes for the Vehicle Prize (defined below).

- Students who take each of the eight (8) unit Test A exams before day three (3) will be entered into the Sweepstakes for the Vehicle Prize
- Students with a completed and signed, by the facilitator, Personal Life Plan (PLP) will be entered into the Sweepstakes for the Vehicle Prize.

- 12<sup>th</sup> grade students with a completed and submitted Free Application for Free Student Aid (FAFSA) or ASVAB (Armed Services Vocational Aptitude Battery) will be entered into the Sweepstakes for the Vehicle Prize.
- 11<sup>th</sup>, 8<sup>th</sup> and 7<sup>th</sup> grade students that take required state exams for the 2018-2019 school year will be entered into the Sweepstakes for the Vehicle Prize.
- 10<sup>th</sup> and 9<sup>th</sup> grade students that complete a college –level course or internship will be entered into the Sweepstakes for the Vehicle Prize.

For each unit exam taken before day three (3), students will be entered into the Sweepstakes for the Prizes (defined below).

In the event of a dispute regarding a student’s eligibility, Excelsior Public Charter Schools will make the final decision.

**Modification and Termination of the Sweepstakes.** Sponsors reserve the right to modify any of these Official Rules, including, but not limited to, the duration of the Sweepstakes and the date or dates on which the Prize Winners (defined below) and/or the Prizes (defined below) are awarded and/or delivered. Sponsors reserve the right to terminate or temporarily suspend the Sweepstakes at any time, for any reason, without notice.

**Prizes.** One (1) new FIAT 500, valued at approximately \$17,000 (the “Vehicle Prize”), will be awarded to one (1) eligible student (the “Vehicle Prize Winner”). In the event a winning student is under the age of 18, the student’s parent or legal guardian will be the registered owner of the vehicle and therefore be responsible for any applicable taxes, license or registration fees. Other prizes that may include TVs, computers, gift cards and/or scholarships (the “Prizes”) may be awarded to other eligible students (the “Prize Winners”). Being a Prize Winner does negate a student from also being a Vehicle Prize Winner. The Vehicle Prize is not redeemable, transferable (except, in the case of a student under the age of 18, to their parent or legal guardian) or exchangeable for cash and cannot be applied to existing or previous purchases. Each Prize Winner shall be responsible for any and all federal, state and local taxes resulting from such Prize Winner’s acceptance of a Prize. The Vehicle Prize Winner is responsible for insurance and all government fees and taxes applicable to the Vehicle Prize. The Vehicle Prize Winner will receive an IRS form 1099 from the Dealership Sponsor and is required to provide all necessary information, including the Vehicle Prize Winner’s Social Security number, to allow the Dealership Sponsor to prepare the form. No Prize will be replaced if lost, damaged or stolen once delivered to the Prize Winner. If a Prize cannot be awarded due to circumstances beyond the control of Sponsors, a substitute prize of equal or greater retail value may be awarded at Sponsors’ sole discretion.

**Odds of Winning.** Odds of winning depend on the number of eligible students during the Sweepstakes Entry Period.

**Winner Selection.** Eligible students and their parent or legal guardian must travel to Excelsior Public Charter School located at 18422 Bear Valley Road, Victorville, CA 92395 on Friday, June 7, 2018, where the Vehicle Prize and Prize Winners will be selected by random drawing. The Vehicle Prize Winner and other Prize Winners must be present at the drawing to be eligible to win the Vehicle Prize or other Prizes. The Vehicle Prize Winner and other Prize Winners will

be required to present valid identification and to sign a statement of eligibility and liability and publicity release in order to receive the Vehicle Prize and the other Prizes. The Vehicle Prize Winner must accept delivery of the Vehicle Prize at the Dealership by Sunday, June 9, 2019. If the Vehicle Prize Winner does not fulfill these requirements, the Vehicle Prize may be forfeited.

**Permission to Use Name and Likeness.** By participating in this Sweepstakes, each entrant agrees to have his or her name, photograph, voice, biographical information and likeness used in any and all media for promotional purposes relating to the Sweepstakes without further compensation or notice, except as prohibited by law.

**Winner's List Request.** Following the selection and verification of the Vehicle Prize Winner on June 7, 2019, a winner's list may be requested after June 24, 2019, by sending a self addressed, stamped envelope to:

Victorville Motors  
ATTN: Test to be the Best Winner List  
14617 Civic Drive.  
Victorville, CA 92394

**Sponsors Use of Entrant Information.** In order to better serve valued customers, Sponsors offer a variety of opportunities, from time to time, including but not limited to the sale and lease of vehicles, services, and promotional events as well as other products, services and marketing programs. Sponsors reserve the right to use the information provided by an entrant in connection with the Sweepstakes to contact such entrant regarding these opportunities. For more information about Sponsors' use of personal information, see Sponsors' privacy policies by clicking on the privacy policy links indicated on their Websites.

**Limitation of Liability.** Sponsors are not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment associated with the Sweepstakes, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the Websites or online service, or for any other technical or non-technical error malfunction. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL SPONSORS OR ANY OF SPONSORS' OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES OR PRIZES OFFERED THROUGH THE SWEEPSTAKES, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**General.**

Sponsors reserve the right to terminate, withdraw or amend the Sweepstakes at any time and for any reason.

Sponsors reserve the right to discontinue Sweepstakes participation of, and to pursue any and all available legal and equitable remedies with respect to, any entrant who engages in any fraudulent activity in connection with the Sweepstakes or otherwise uses the Sweepstakes in a manner inconsistent with these Official Rules or any federal, state or local, laws, statutes or ordinances.

All questions or disputes regarding eligibility for the Sweepstakes, or an entrant's compliance with these Official Rules will be resolved by Sponsors in Sponsors' sole discretion.

All issues and questions concerning the constructions, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

These Official Rules constitute the entire agreement between Sweepstakes entrants and Sponsors pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written.

No waiver of any of the provisions of these Official Rules shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect.