

# OFFICIAL RULES IT'S A GAS TO TEACH CLASS 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. It's a Gas to Teach Class Giveaway (this "Sweepstakes").

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

Apple Valley Unified School District c/o Community Sponsorships & Donations 12555 Navajo Rd. Apple Valley, CA 92308

Hesperia Unified School District c/o Community Sponsorships & Donations 15576 Main Street Hesperia, CA 92345

Silver Valley Unified School District c/o Community Sponsorships & Donations 35320 Dagget Yermo Rd. Yermo, CA 92398

Victor Valley Union High School District c/o Community Sponsorships & Donations 16350 Mojave Dr Victorville, CA 92395 Barstow Unified School District c/o Community Sponsorships & Donations 551 S. Avenue H Barstow, CA 92311

Lucerne Valley Unified School District c/o Community Sponsorships & Donations 8560 Aliento Road Lucerne Valley, CA 92356

Snowline Joint Unified School District c/o Community Sponsorships & Donations 4075 Nielson Road Phelan, CA 92371

Victorville Motors, Inc. 14617 Civic Drive Victorville, CA 92394 (sometimes referred to as the "Dealership Sponsor") **Eligibility**. The Sweepstakes is open only to Certificated Teachers at the following schools who are legal residents of California:

<u>Apple Valley Unified School District:</u> Apple Valley High School, Granite Hills High School, High Desert Premiere Academy, Willow Park High School, Sitting Bull Academy, Phoenix Academy, Vanguard Preparatory, Mariana Academy, Sandia Elementary, Rio Vista Elementary, Rancho Verde Elementary, Desert Knolls Elementary, Yucca Loma Elementary, Sycamore Rocks Elementary and Teachers on Assignment

<u>Barstow Unified School District:</u> Barstow High School, Barstow Junior High School, Cameron, Central High School, Crestline, Henderson, Lenwood, Montara, Skyline and Teachers on Assignment

Hesperia Unified School District: Canyon Ridge High, Carmel, Cedar Middle, Cottonwood, Cypress School of the Arts, Eucalyptus, Hesperia Adult Ed, Hesperia Comm. Day, Hesperia High, Hesperia Junior High, Hollyvale, Joshua Circle, Juniper, Kingston, Krystal School of Science, Math & Technology, Lime Street, Maple, Mesa Grande, Mesquite Trails, Mission Crest, Mojave High, Oak Hills High, Ranchero Middle, Shadow Ridge, Sultana High, Topaz Preparatory Academy and Teachers on Assignment

<u>Lucerne Valley Unified school District:</u> Community Day School, Lucerne Valley Middle School, Lucerne Valley High School, Lucerne Valley Elementary School, Mountain View High School and Teachers on Assignment

<u>Silver Valley Unified School District:</u> Alternative Education Center, Ft. Irwin Middle School, Lewis Elementary School, Newberry Elementary School, Silver Valley High School, Tiefort View Intermediate School, Yermo School and Teachers on Assignment

<u>Snowline Joint Unified School District:</u> Baldy Mesa Elementary, Chaparral High School, Eagle Summit Community Day School, Heritage School, Phelan Elementary, Pinon Hills Elementary, Pinon Mesa Middle School, Quail Valley Middle School, Serrano High School, Snowline Virtual School, Vista Verde Elementary, Wrightwood Elementary and Teachers on Assignment

<u>Victor Valley Union High School District:</u> Adelanto High School, Cobalt Institute of Math and Science, Goodwill Education Center, Hook Junior High, Lakeview Middle School, Silverado High School, Victor Valley High School, University Preparatory and Teachers on Assignment

Employees of Dealership Sponsor, management employees of Apple Valley Unified School District, management employees of Barstow Unified School District, management employees of Hesperia Unified School District, management employees of Silver Valley Unified School District, management employees of Snowline Joint Unified School District, management employees of Victor Valley Union High School District 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 and Board Members are not eligible to participate in the Sweepstakes.

**Duration of Sweepstakes**. The time period ("Sweepstakes Entry Period") begins with the first day of class of each individual school for the 2013-2014 academic year and ends on Friday, April 25, 2014.

**How to Enter Sweepstakes**. Certificated Teachers with perfect attendance for the 2013-2014 school year will be entered into the Sweepstakes. The 2013-2014 school year is defined for this program as starting on the first day of class for each individual school and ending on Friday, April 25, 2014, for every school. Perfect attendance is defined by the district offices as the Certificated Teachers being present every day of the academic school year. In the event of a dispute regarding a Certificated Teacher's eligibility, that Certificated Teacher's district office will make the final decision. Excused exceptions may include:

- Off-site school business
- Jury duty
- Union business
- Bereavement: Exceptions can be made on a case-by-case basis, solely at the district office's discretion, for immediate family members with the following guidelines:
  - One day for a local funeral
  - Three days for a funeral out of town

**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 Winner (defined below) will be 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 2014 Dodge Dart, valued at approximately \$17,000 (the "Vehicle Prize"), will be awarded to one (1) eligible Certificated Teacher (the "Vehicle Prize Winner"). The Vehicle Prize Winner will be responsible for any applicable taxes, license or registration fees. Other prizes (the "Prizes") may be awarded to other eligible Certificated Teachers (the "Prize Winners"). Being a Prize Winner does not negate a Certificated Teacher from also being a Vehicle Prize Winner. The Vehicle Prize is not redeemable, transferable 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. 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 Certificated Teachers during the Sweepstakes Entry Period.

Winner Selection. Eligible Certificated Teachers must travel to the High Desert Event Center located at 14800 Seventh Street, Victorville, CA 92395, on Saturday, May 17, 2014, where the Vehicle Prize will be selected by random drawing. The Vehicle Prize Winner must be present at the drawing to be eligible to win the Vehicle Prize. The Vehicle Prize Winner 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. The Vehicle Prize Winner must accept delivery of the Vehicle Prize at the Dealership on Sunday, May 18, 2014. 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 Saturday, May 17, 2014, a winner's list may be requested after June 2014, by sending a self-addressed, stamped envelope to:

Victorville Motors Inc. ATTN: It's a Gas to Teach Class 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.