

SANTA BARBARA CONTEMPORARY ARTS FORUM
6th Annual 2009 \$1 Million Home or \$1 Million Cash Raffle

ALL PRIZES HAVE BEEN AWARDED EVERY YEAR!!

These official rules govern the conduct of the raffle. By purchasing a raffle ticket, you agree to be bound by these official rules and the decisions of The Santa Barbara Contemporary Arts Forum ("CAF"), which shall be final. State of California Non-Profit Raffle Registration #R-2251.

ELIGIBILITY: Raffle ticket buyers must be California residents 18 years of age or older. No employees of CAF or members of its board of directors or those living in their households are eligible to participate. The same ineligibility applies to CAF's independent accounting firm, public relations consultants and their employees and family members. The raffle is void where prohibited by law. Each person named on a winning raffle ticket agrees, as a condition to being eligible to receive any prize, to sign and deliver to CAF: (a) a sworn affidavit of eligibility in accordance with these rules and applicable law, including without limitation that he or she was at least 18 years old and a California resident at the time of purchase; (b) such written information as is required by any applicable tax and/or real estate laws, including without limitation his or her Social Security Number; (c) proof of identity in forms satisfactory to CAF showing that the person claiming the prize is the same person who is named on the winning raffle ticket; and (d) a publicity release permitting the uses by CAF as listed below. The net proceeds of this raffle will be used to support CAF, which is a California non-profit charitable organization.

ENTRY: A maximum of 19,000 tickets will be issued. At least 190 prizes will be awarded. If fewer tickets are sold, the odds of winning the Grand Prize and other prizes increase. The IRS has taken the position that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions. Raffle participants and prizewinners agree that CAF will be able to use their name and/or likenesses for media including television, radio, web and print. The list of prizewinners will be published on CAF's website. A ticket may be purchased by up to three named ticket holders, designated as the number 1, 2 and 3 named ticket holders respectively. Tickets may be purchased as gifts for California residents 18 years of age or older. Raffle tickets may **not** be purchased in the name of businesses, trusts, corporations, or other entities, or wherever prohibited by law. (Trustees may purchase tickets as individuals in their own names and place any prizes won inside the trust at their discretion). Once purchased, named ticket holder(s) may not be changed. CAF shall report any prize winnings to the named ticket holder(s). CAF is entitled to rely conclusively on all communications of the number 1 named ticket holder as to all prize election and all other matters related to the raffle, regardless of the number of named ticket holders on any ticket. CAF reserves the right to sell, award, grant, give-away or otherwise issue up to 1,000 of the 19,000 tickets for promotional, marketing, advertising or any other purposes determined by CAF.

TICKET ORDERS: Tickets are \$150.00 each and may be purchased solely from CAF. You may buy as many tickets as you wish, subject to availability. **To order tickets:** send entry form by **mail** to **CAF, PO Box 91340, Santa Barbara, CA , 93190-1340**; or **fax** to **(805) 884-0494**; or by **phone** at **(866) 943-6984**. Tickets may not be purchased via voicemail. Phoned, faxed or mailed raffle ticket orders accompanied by valid credit card (MasterCard, Visa, Discover or American Express) numbers, expiration dates and card holder signature or check/money order will be processed in the approximate order in which they are received and verified. Payment may not be made over the internet or by any other credit card, debit card, check card, "PayPal" or similar method. Make checks/money orders payable to CAF. CAF will reject any raffle ticket order if credit card payment is not honored or the check is rejected for any reason. The ticket receipt(s) will be mailed to the number 1 ticket holder.

REFUNDS: All raffle ticket sales are final. Tickets may not be changed, sold or transferred by the purchasing party or anyone else. No refunds will be made except under the following circumstances: any ticket order with payment received after 19,000 tickets have been issued, or after the deadline of April 22, 2009. No other refunds are available. CAF assumes no responsibility for lost, late, misdirected or non-delivered mail or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. A raffle participant's sole and exclusive remedy for CAF's breach shall be limited to the return of the purchase price paid for his or her raffle ticket(s). In no event shall CAF, its directors, officers, employees, agents or representatives be liable to any party for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

PRIZES: All winners will be identified by name and verified by matching the ticket with information in CAF records including the ticket order form. All prizes awarded to a winning ticket shall be shared equally among the named ticket holder(s). Prizes are subject to tax withholding in accordance with applicable law. If any winner cannot be located after reasonable attempts to do so by CAF, or if any winner is deemed to be ineligible or does not otherwise claim his or her prize by 5 PM. on the day that is 90 calendar days following the Grand Prize Drawing, such winner will be deemed to have forfeited his or her prize. A list of winners may be obtained by writing to CAF. Requests must be received in the 30 day period following the Grand Prize Drawing. CAF, its directors, officers, employees, agents and representatives are not responsible for any injuries, losses or damages of any kind arising in connection with or as a result of a winner's acceptance or use of any prize.

DRAWINGS: Early raffle ticket buyers will be eligible for multiple drawings for cash as well as the Final and Grand Prize Drawing for the winner's choice of either the Santa Barbara beach home, the wine country cottage with gourmet kitchen upgrade, or \$1,000,000 in cash. Ticket purchase deadline dates must be met to insure entry in the Early Bird Drawings and the Final and Grand Prize Drawing. The raffle begins January 21, 2009.

Early Bird One: First Prize: \$10,000. Second prize: Choice of 2 first class airline tickets, home theatre system or \$5000 cash. Prizes 3 through 7: Choice of Weekend Getaway, Shopping Spree or \$1000 cash. To be eligible, ticket orders with payment must be received by close of business February 25, 2009. All tickets including winning tickets will be re-entered into the raffle for the Early Bird 2, Final and Grand Prize drawings. Drawing will be held on March 14, 2009, 11 AM at CAF, Paseo Nuevo Shopping Center in Santa Barbara, CA. **Early Bird 2:** First Prize: \$10,000. Second prize: Choice of 2 first class airline tickets, home theatre system or \$5000 cash. Prizes 3 through 7: Choice of Weekend Getaway, Shopping Spree or \$1000 cash. To be eligible, ticket orders with payment must be received by close of business March 25, 2009. All tickets including winning tickets will be re-entered into the raffle for the Final and Grand Prize drawings. Drawing will be held on April 11, 2009, 11 AM, at CAF, Paseo Nuevo Shopping Center in Santa Barbara, CA.

Multi-Ticket Drawings: The Multi-Ticket Drawing is an additional drawing limited to those raffle ticket buyers who purchase two or more tickets for the 2009 raffle. All tickets purchased by buyers of two or more tickets will be entered into the Multi-Ticket Drawings for which they are eligible, as well as into the Final and Grand Prize Drawings and any Early Bird Drawings for which they are eligible, subject to the following conditions: 1) any tickets that are purchased at any time prior to the applicable deadlines having all identical named ticket holder(s) and identical billing address will be included in the Multi-Ticket Drawings, and 2) all such ticket orders with full valid payment must be received by the deadline dates. **MT#1** deadline February 25, 2009, drawing March 11, 2009, First Prize: 2009 Toyota Prius or \$20,000. Prizes 2 through 11: Twenty raffle tickets each or \$700 cash alternative. **MT#2** deadline March 25, 2009, drawing April 8, 2009, Prizes 1 through 5: Twenty raffle tickets each or \$700 cash alternative. **Final MT** deadline April 22, 2009, or prior to reaching the limit of 19,000 tickets, drawing May 8, 2009, First Prize: 2009 Mini Cooper or \$20,000. Prizes 2-16: Weekend Getaway, Shopping Spree or \$1000 cash. The Multi-Ticket Drawings will be held at 5 PM at CAF, Paseo Nuevo Shopping Center in Santa Barbara, CA.

Final Drawing and Grand Prize Drawing: To be eligible, ticket orders with payment must be received by April 22, 2009, 12:00 midnight, or prior to 19,000 tickets being issued. The Drawing will be held on May 9, 2009, 2 PM at Alameda Park, 1400 Santa Barbara St., Santa Barbara, 93101. Winning tickets will be drawn at random from a drum containing all eligible raffle tickets. The April 22, 2009 ticket buying deadline, all drawing dates and locations, including without limitation, the drawing dates and locations for the Multi-Ticket, Grand Prize and Final drawings, are estimated dates and anticipated locations and are subject to change at the discretion of CAF. CAF reserves the right to conduct the prize drawings on alternate dates or at alternate locations. CAF will post notice of drawing date or location changes on its website. No other notice of drawing date or location changes will be provided. You need not be present to win. The Grand Prize winner may choose either the Santa Barbara beach home, the wine country cottage home with gourmet kitchen upgrade, or \$1,000,000 cash. Drawings for an additional 175 prizes will be conducted immediately prior to the Grand Prize announcement. Prize 2-4: \$5,000; Prize 5-19: \$1,000; Prizes 20-176: \$300 each. All tickets including winning tickets will be re-entered for the Grand Prize drawing.

PRIZE DETAILS: All contestants are strongly advised to seek professional legal, tax, investment and real estate advice, as CAF does not provide such advice. Award of a prize could have material adverse effects on the prize winner, including, without limitation, with respect to taxes, income, government entitlements and benefits, or legal, financial, investment, real estate or other matters. The Grand Prize award is either the Santa Barbara beach home, the wine country cottage and gourmet kitchen upgrade or the alternative cash prize. The home will be transferred "as is". No warranties or representations of any kind, expressed or implied, are made by CAF. If for any reason the first named ticket holder of the Grand Prize winning ticket (the "GPW") finds the home(s) or conditions or effects of transfer unsatisfactory, his/her sole remedy is to elect to receive the cash alternative prize (less all federal, state and other applicable taxes) in accordance with the following prize election procedure: Winners of the Multi-Ticket Drawing and Grand Prize Drawing must deliver written notice to CAF specifying the prize winner's choice of the specified prize or the cash prize by 3 PM on the day that is 14 calendar days following the applicable drawing. In the absence of an irrevocable written election or any non-performance by a prize winner for any reason by 3 PM on the day that is 14 calendar days following the applicable drawing, CAF will determine conclusively that the cash prize has been chosen by the named ticket holder(s) on the winning ticket. All elections will be considered irrevocable and be subject to the following conditions: if the winner chooses the cash prize, all required state, federal and other applicable taxes will be withheld. CAF will remit the balance of the cash prize to the winner. For the 14 calendar day period following the Grand Prize Drawing, GPW may inspect the home and a preliminary title report will be made available. If the GPW elects to receive the home, the GPW shall sign and deliver an agreement of purchase and sale and related escrow instructions within 7 calendar days after these documents are provided to the GPW and shall reasonably cooperate in the escrow process and promptly sign and deliver such documents as are customary for acquiring residential real estate. The GPW shall be solely responsible for all closing costs, fees and expenses and must deposit in escrow cash in an amount sufficient to pay all applicable taxes and all closing costs, fees and expenses no later than 3 PM on the day that is 20 calendar days following the Grand Prize Drawing. Failure to meet these deadlines for any reason will result in the conclusive determination by CAF that the GPW has chosen the cash prize alternative. In the event any specific Multi-Ticket or Grand Prize is destroyed, damaged, or otherwise unavailable for any reason whatsoever, determined in CAF's sole discretion, CAF may award a substitute cash prize of equivalent value (as indicated above). Estimates of federal and state taxes and fees will be provided to the GPW by telephone and by fax or email following the Grand Prize Drawing. To the extent required by applicable law, amounts withheld for applicable taxes, whether paid by the GPW when choosing the house or withheld when choosing cash, will be remitted to the IRS and Franchise Tax Board for the credit of the GPW. Possession of the Grand Prize home may be delivered 90 calendar days following the GPW's irrevocable election. All prizewinners are solely responsible for paying and reporting, as and when required by law, all income taxes and any other taxes and expenses attributable to the prize, whether or not CAF makes any withholding for taxes from that amount, and each winner authorizes CAF to withhold from any prize any and all amounts required to be withheld by applicable law and shall indemnify, defend, protect and hold harmless CAF against all claims relating to such taxes and expenses.

CAF does not represent, warrant or guarantee that the GPW will be able to sell either home for \$1,000,000 or any certain amount. There is no guarantee the IRS, Franchise Tax Board or any other party will accept the estimated value of the home in determining the amount of income tax that will be due from the GPW or for any other purpose. Advertising images used by CAF are subject to modification and enhancement and are not representations or warranties of any kind. Each person who purchases a raffle ticket and/or whose name appears on a raffle ticket: (a) agrees that CAF, its directors, officers, employees, agents, representatives and the seller of the home are not responsible for any injuries, losses or damages of any kind arising in connection with, or as a result of, this raffle and/or that person's failure to win or redeem any prize, or that person's award of, acceptance of, or use of, any prize; and (b) releases and agrees to indemnify, defend, protect, and hold harmless CAF and the seller of the home and each of its respective officers, directors, shareholders, employees, agents, contractors, insurers, attorneys and affiliated entities from and against all losses, damages, rights, claims and actions of any kind arising in connection with, or as a result of, this raffle and/or that person's failure to win or redeem any prize, or that person's award of, acceptance of, or use of, any prize; and (c) represents and warrants to CAF that he/she has read and understands these Rules and agrees to be bound by these Rules and CAF's decisions, which will be final.

Deadline Extensions & Prize awards in the event of non-sellout of tickets: If fewer than 15,000 tickets are sold by April 22, 2009 at 5 PM, the Grand Prize drawing will be held as scheduled on May 9, 2009. However, the homes and the \$1,000,000 cash prize will be excluded from the drawing and the GPW will be awarded a cash prize computed as 50% of net raffle proceeds. For the purpose of these rules, "net raffle proceeds" are defined as the balance of ticket sales revenue remaining after payment of all other prizes and all raffle-related expenses. The net proceeds will then be divided equally between CAF and the GPW based on CAF's accounting, which shall be final and conclusive with respect to the GPW. For information purposes, in each previous CAF raffle, all prizes including the Grand Prize of a Santa Barbara home or \$1,000,000 in cash have been awarded (2004, 2005, 2006, 2007 & 2008) as advertised. CAF reserves the right to extend the raffle and/or conduct the prize drawings on alternate dates or at alternate locations.