July 10, 2015

1967 LYMAN 26-FOOT CRUISETTE BOAT RAFFLE CONTEST OFFICIAL CONTEST RULES

The Antique Boat Museum ("ABM") raffle giveaway (the "Contest") of a 1967 Lyman boat begins on Thursday, July 9, 2015, and ends on Monday, September 7, 2015 (the "Contest Entry Period"). The Contest is governed by the Rules of the State of New York, Division of Charitable Gaming, Section 4620.22. By purchasing a ticket and participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Contest Rules and the decisions of ABM, which shall be final and binding in all respects. ABM reserves the right to alter or change Contest rules at any time.

TERMS

A. ELIGIBILITY: The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are adults eighteen (18) years of age or older as of July 9, 2015. ABM and its employees, agents, officers and Trustees (collectively, the "Contest Entities"), their affiliates, subsidiaries, franchisees, advertising and marketing agencies, immediate families and persons living in the same households (whether related or not) are NOT eligible for the Contest. Contest is void where prohibited by law.

B. HOW TO ENTER: Enter the Contest by purchasing one or more \$20.00 tickets at the ABM at 750 Mary Street, Clayton, New York 13624 ("Contest Site") or through a representative of the ABM authorized to sell tickets. Tickets may be purchased online at www.ABM.org for \$20.00 plus a \$1.00 processing surcharge. Each person who purchases one or more tickets becomes an Entrant in the Contest and earns one (1) chance per raffle ticket to win the Lyman boat. All ticket sales are final and non-refundable. Entrants must retain the ticket stub for each ticket purchased as proof of entry in the Contest.

Postal service regulations prohibit the mailing of raffle tickets. Entrants who purchase tickets online at www.ABM.org for \$21.00 (including a \$1.00 processing surcharge) will be mailed or emailed a photocopy of the numbered ticket the Entrant purchased with his/her contact information completed by ABM. The entry portion of the actual ticket will be detached from the ticket, retained by ABM and included with the other entries in the drawing.

C. **THE PRIZE**: ABM will award one (1) 1967 Lyman 26-foot Cruisette boat and related equipment and accessories to one (1) Contest entrant. The Prize is not redeemable for cash or credit. The Prize has an appraised fair market value of \$25,000 (the "AFMV"). The AFMV of the Prize represents ABM's good faith determination based on a third-party appraisal. That determination is final and binding and cannot be appealed. ABM reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if the Prize described in these Official Contest Rules is

unavailable or cannot be awarded, in whole or in part, for any reason. If the actual value of the Prize turns out to be less than the stated AFMV, the difference will not be awarded in cash or credit. Restrictions, conditions, and limitations may apply. ABM will not replace any lost or stolen prize items. All federal, state, local and other taxes, license and vehicle registration fees, transportation and towing expenses, and all other costs/expenses incurred in conjunction with claiming, owning and using the boat are the sole responsibility of the applicable winner. By accepting the Prize, winner further acknowledges that the ABM and any other entity involved with this Contest have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to the Prize, any portion thereof, or any equipment and accessories included therewith, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose.

D. WINNER SELECTION: The winner will be selected in a random drawing from among all eligible entries received throughout the Contest Entry Period. The random drawing for the Contest will be conducted by the ABM on Monday, September 7, 2015 at a time and in a manner to be determined by ABM and announced in advance, on the campus of the ABM at 750 Mary Street, Clayton, NY 13624. All decisions are final. Winner need not be present at the drawing. No substitution or transfer of the Prize is permitted except by ABM.

The prize winner must agree in writing that ABM may, without compensation, publish, display or otherwise use winner's name, photograph or other likeness, or statement concerning the Contest for purposes of advertising and promotion.

E. NOTIFICATION OF WINNER: If the winner of the Contest is not present at the drawing, the winner will be notified by phone and/or U.S. Mail or overnight delivery using the information provided on the winner's ticket within two (2) business days of the drawing. If the winner cannot be located or fails to return attempts to contact him or her by 5:00 PM EDT on the fifth (5th) business day after the first attempt to contact him or her, or if the winner's phone or email does not work or is changed, such winner will be deemed to have forfeited his or her prize and an alternate winner will be drawn at random from the remaining eligible Entrants. The winner will be required to sign an affidavit of eligibility/liability/publicity release (the "Release"). The winner must provide all information requested to be eligible to win, including proof of age, social security number for tax purposes, proof of identity showing that the person claiming the prize is the same entrant named on the winning ticket, and the winning ticket e-mail notification. The winner will be required to complete and return the Release within ten (10) business days of prize notification. The winner may be disqualified and the Prize may be forfeited if the winner: (i) is ineligible to win the Prize because of age or other material misrepresentation, (ii) cannot be reached; (iii) cannot comply with the acceptance requirements above, (iv) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (v) cannot accept or receive the prize

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for any reason. In the event of a disqualification or forfeiture, the ABM may select an alternate winner from the remaining eligible Entrants.

F. TAX CONSIDERATIONS: Each Entrant is advised to consult his or her own tax advisor(s) with respect to the tax liabilities that may arise from winning the Prize in the Contest. Winner agrees to comply with all Federal Internal Revenue Service and New York State regulations regarding raffle winnings. Winner will be solely responsible for taxes on the AFMV of the Prize as raffle prizes are ordinary income to the winner and subject to applicable taxes. Winner further understands that ABM is obligated to report winner's receipt of the Prize to appropriate governmental authorities in accordance with applicable state and Federal laws. Winner agrees to furnish ABM with his/her social security number, verify his/her identity, and sign all required documents before claiming the Prize. Winner may be subject to back-up withholding tax and may be required to pay ABM up to 25% of the AFMV to remit to the IRS on his/her behalf on IRS Form W-2G, a copy of which will be provided to the winner.

G. GENERAL CONDITIONS: The Contest Entities are not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software program, web site in whole, or individual pages on a web site. The Contest Entities are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, for incorrect or inaccurate entry information, howsoever caused, or other error of any kind whether human, mechanical or electronic. Entrants found tampering with or abusing any aspect of this Contest, as solely determined by the Contest Entities, will be disqualified. If an entrant is disqualified for any of the above abuses, the Contest Entities reserve the right to terminate entrant's eligibility to participate in the Contest. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and, should such an attempt be made, the Contest Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. The Contest Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest Entities reserve the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Contest, as determined by any of the Contest Entities in its sole discretion. In the event of a dispute as to the identity of an online entrant, the online entry in question will be deemed submitted by the authorized account holder of the e-mail. A potential winner may be requested to provide the ABM with proof that the Potential Winner is the authorized account holder of the e-mail address associated with the winning entry.

By entering the Contest and/or accepting the Prize, entrants/prize winners agree to: (a) be bound by these rules; (b) release ABM and its affiliates, subsidiaries, franchisees, advertising and marketing agencies, agents and their estate and/or family members from all liability, claims, action, or

proceedings relating to the Contest and from injuries or damages arising in connection with or relating to participation in the Contest, or use or misuse of the Prize; and (c) waive any right to claim ambiguity in the Contest or these Official Rules. ABM reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest, to void suspect entries and/or cancel, terminate or suspend any portion of this Contest should a virus, bugs, non-authorized human intervention or other causes beyond the control of ABM corrupt or impair the administration, security, fairness or proper play of the Contest and, in any such event, at its discretion, select winners from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension.

- **H. DISPUTES**: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and the Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States and the State of New York and exclusively by the appropriate court located in Watertown, New York. All federal, state and local laws and regulations apply.
- **I. WINNER'S LIST**: To obtain a copy of any legally required winners list or a copy of these Official Contest Rules, send the request and a self-addressed, stamped #10 envelope to: Lyman Raffle Winners List Request (or Lyman Raffle Contest Official Rules Request), Antique Boat Museum, 750 Mary Street, Clayton, NY 13624.
- **J. SPONSOR**: All proceeds from the Contest benefit the Antique Boat Museum, 750 Mary Street, Clayton, NY 13624, a New York not-for-profit charitable organization, New York State Charitable Gaming License #GC-22-309-499-07257.