# Youth Jeep Raffle 2022 season

Rules:

#### 1. DATES OF SWEEPSTAKES.

May 1, 2022 to September 5, 2022

- **2. ELIGIBILITY.** Raffle is open only to legal residents of the forty eight (48) United States excluding the District of Columbia, Puerto Rico, Alaska, Hawwii, and who are eighteen (18) years of age or older or the age of majority in their state of residence (which is nineteen (19) in Alabama, Nebraska, twenty-one (21) in Mississippi, and eighteen (18) in all other states) as of the date of entry (the "Entrant"). **Void** outside of the forty eight (48) United States, and where prohibited, taxed or restricted by law. Any NASW Foundation employees, board members and their household families are not eligible to enter.
- **3. PURCHASE:** Raffle tickets are \$5.00 each or \$20 for 5

**DRAWING/ODDS.** On September 5, 2022 at 3:00 pm, potential prize winners will be selected in a random drawing from all eligible tickets received by the Sponsor Representative. Odds of winning depend on the number of eligible entries received for the Raffle. By entering the Raffle, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes.

- 5. PRIZES: New Vitacci Jeep GR2-125 Semi Auto 125cc Youth Go Kart with Reverse
- **6. PRIZE RESTRICTIONS:** All prizes are non-transferable or assigned and no substitutions or cash redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded. Potential prize winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a Publicity Release as a condition of winning a prize).
- **7. NOTIFICATIONS/CLAIMS.** Prize winners will be notified by the Independent Administrator by email and/or phone on September 6,2022 (the "Notification"). Prize winner must respond to Notification within 5 business days of the Independent Administrator's first Notification. In the event the Potential Prize Winner fails to respond to the Notification within 5 business days of the Independent Administrator's first Notification to the potential winner or if it is determined by Sponsor and/or Independent Administrator, in their sole discretion, that a potential Prize Winner is not eligible in accordance with these Official Rules, an alternate Prize Winner will be selected at random from among the remaining non-winning eligible entries received during the Raffle Period. The Potential Prize winner will be required to sign and return (except where prohibited) an Affidavit of Eligibility and Liability/Publicity Release

and a W-9 tax form (the "Paperwork") within ten (10) days of the Notification. If any Prize winner is considered a minor in his/her jurisdiction of residence (but must be over the age of 18), the Paperwork must be completed and signed by his/her parent or legal guardian and such Prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. After verification of the Affidavit, Prize must be picked up at the Naval Air Station Wildwood Aviation Museum. If a potential Grand Prize winner fails to fill out the Paperwork within the date and time indicated in the Notification, or is found to be ineligible, or if he/she does not comply with the Official Rules, such potential Prize winner and his/her entry will be disqualified and another potential Prize winner will be selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate Prize winner will be selected from all remaining eligible entries.

The value associated with the Prize is taxable as income and the Prize winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Prize. The Sponsor must report the value of the Prize to the Internal Revenue Service in the year the Prize is received by the Prize winner and will be reported to the Prize winner and the Internal Revenue Service in the form of a Form 1099.

**8. CONDITIONS.** This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and the English Abbreviated Rules or other statements contained in any Sweepstakes-related materials, including, but not limited to: any entry form, survey, the Spanish version of these Official Rules and the Abbreviated Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Official Rules shall prevail, govern and control. All federal, state and local taxes are the sole responsibility of the prize winners. By participating in this Raffle, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor and Raffle Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Raffle any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Raffle, except as expressly set forth in these Official Rules. By participating in this Raffle, Entrants, and prize winners release the Sponsor and each and all of the Raffle Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Raffle, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Raffle. All Raffle materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage,

destruction, delay or misdirection of Raffle materials submitted to Sponsor. In the event any portion of this Raffle is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Raffle. Winning a prize constitutes permission for Sponsor and its agencies to use prize winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Raffle or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Raffle by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Raffle Entities. If for any reason this Raffle is not able to be conducted as planned, including, but not limited to, by reason of illegal entrees, natural disaster, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Raffle, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Raffle and randomly draw from those entries received up to the cancellation/suspension date to award prizes.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

**9. NO LIABILITY:** By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor, the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Raffle as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Raffle.

Go Kart USA Warranty: <a href="https://gokartsusa.com/warranty.aspx">https://gokartsusa.com/warranty.aspx</a>

**WARRANTY:** No warranty, express or implied is provided by Gokarts USA®. Some products may carry a warranty from the manufacturer. Any warranty offered by a manufacturer is from that manufacturer and not Gokarts USA®. Gokarts USA® will assist any customer should a warranty issue arise. For products whose manufacturer offers a warranty, that warranty shall cover defective Parts Only and not labor. Warranty does not cover shipping.

All warranty procedures that the manufacturer requires must be followed, no exceptions. Any part or accessory that is covered by a warranty MUST be returned to the manufacturer for inspection BEFORE an exchange can be issued. Customer pays for shipping of parts to and from the manufacturer. Contact GoKarts USA® for details and further instructions if you think you have a warranty situation BEFORE you do anything. Any warranty that comes with a vehicle spells out the warranty and time periods. If you have any questions call GoKarts USA® and we will help with the warranty.

**WARRANTY**: The Manufacturer warrants that the Vehicle will be delivered in good condition with no defective, damaged or missing parts, minor scratches excluded.

- Damaged or Missing Parts will be replaced free of charge if reported within three (3) days of delivery.
- Defective Parts will be replaced free of charge if reported within thirty (30) days of delivery. Defective parts must be returned to us for inspection before any replacement parts are sent. We will issue an inspection report and repair or replace any part determined to be defective. Customer pays shipping.
- Repairs or Damage due to operation are not covered
- A copy of the mechanic's assembly invoice is required for any warranty claim.

**WARNING:** Gokarts, Dune Buggies, Mini bikes, and Parts are machinery. They must be maintained and treated accordingly and can be dangerous. They have moving mechanical parts. You should not have loose clothing, long hair, hands, or other parts of your body around moving parts. Read all manufacturers safety precautions that come with the vehicles. Serious injury or even DEATH can result from operating these vehicles. Customer hereby assumes all risk associated with the setup, operation, use or maintenance of any products purchased. Customer further agrees to release and hold harmless Gokarts USA® and /or it's employees, owners and affiliates and exempt from any liability for any injury or loss as a result of operating any products purchased. Customer hereby agrees to follow all safety, setup, operation, maintenance and warranty information or procedures, printed or otherwise provided by the manufacturer. If this information is not shipped directly with the product, customer agrees to contact manufacturer to obtain the information. Customer is responsible for obtaining all safety, setup, operation, maintenance and warranty information, if any, directly from the manufacturer. **SETUP AND MAINTENANCE:** Product assembly and/or setup is not provided by Gokarts USA®. Customer is responsible for all product assembly, setup and maintenance. Customer hereby agrees to have a qualified mechanic perform final assembly, setup and maintenance of your product. Our products are shipped directly to the customer from the manufacturer distribution warehouse. As such, the customer is responsible for all final product assembly and setup, as well as normal maintenance and repair at customer's own expense. Gokarts USA® recommends and customer hereby agrees to have a qualified technician assemble and setup any product purchased on this website. Gokarts USA® will, upon customer's request, ship product to a Service Center of customer's choosing. Failure of customer to have a qualified technician perform setup could void warranty. If a setup or maintenance task is beyond the expertise of the customer, then the customer agrees to seek the services of a competent professional mechanic at his own expense. No labor

charges for product setup, maintenance or repair shall be covered under warranty. Incorrect procedures or performance of procedures by persons not qualified can result in product damage and may void any warranty. We cannot refund or exchange your unit if you cannot perform these functions or refuse to let a shop do it for you.

# **Factory Warranty**

some Vehicles may include a standard limited warranty from the manufacturer. This will be indicated on the product listing.

#### 30 Days on Vehicle | 90 Days on Motor | Parts Only

Manufacturer warrants the vehicle will be free of defects in materials and workmanship at Delivery Time.

A Qualified Mechanic must perform final assembly, initial setup, adjustments and oil service at his/her own expense (even on assembled units). Labor is not covered under any circumstance and no credit will be issued. A copy of the mechanic's assembly invoice is required for any warranty coverage.

Missing or broken items noted at Delivery Time will be replaced free of charge under Manufacturer Warranty. Customer must inform us within 48 Hours of delivery by completing a Help Request on our website.

#### NOTE: THE WARRANTY DOES NOT COVER REPAIRS

Damage due to operation, accidents, improper assembly, improper maintenance are NOT covered under warranty.

# **EXTENDED WARRANTY**

Customers can purchase <u>EXTENDED WARRANTY COVERAGE</u>. If a Warranty is offered on your Vehicle, you will see Options to add Extended Warranty Coverage on the product listing. Manufacturer Warranties cover defective parts only and do not include parts worn by standard use (such as tires, belts, clutches, batteries, lights, chains, etc.) or parts damaged from use, accidents, abuse, misuse or improper setup and maintenance of the product. LABOR IS NOT COVERED FOR ANY REASON. Customer must send defective parts in for inspection prior to a replacement being sent.

Customer is responsible for shipping charges until part is deemed defective.

NOTE: Powersport Vehicles require SUBSTANTIAL MECHANICAL SUPPORT to uncrate, setup, operate and maintain. This maintenance is a significant part of the sport and is needed on an ongoing basis. If you are new to the sport, please consider this prior to making a purchase

#### PDI - PRE-DELIVERY INSPECTION REPORT

It is the customer's responsibility to register products for warranty WITHIN 5 DAYS OF DELIVERY. The delivery Inspection form (PDI) must also be completed as required by all dealerships in the USA. This is a REQUIRED step in the Assembly Process. By omitting this step you will be VOIDING your warranty. Please click here to download <a href="PDI Warranty">PDI Warranty</a>
Registration Form

## **HELP REQUEST**

Customers can Ask a Question, obtain Technical Assistance or Request Missing or Damaged Parts by completing a <u>Help Request</u>. Gokarts USA will assist the customer in obtaining warranty coverage from the manufacturer if necessary. Upon reviewing your Help Request, our staff may direct you to submit a <u>Warranty Claim Request</u> Customer must ship the defective or damaged part to manufacturer first before a replacement will be sent.

Parts returned will be inspected and if deemed defective, will be repaired or replaced at Manufacturer's option. Customer shall be responsible for shipping charges to the Manufacturer. Shipping expenses will be reimbursed if the part is deemed to be defective by the manufacturer. Parts deemed not defective or not covered under warranty shall be discarded or shipped back to the customer upon payment of shipping fee by customer. customer can purchase a part at any time.

## **GoKarts USA Warranty Agreement**

This factory limited warranty agreement is provided by the manufacturer of your product. There are no agreements or warranties, expressed or implied, including

warranties of merchantability or fitness for a particular purpose, other than those stated in this agreement. Customer agrees to enter into this agreement by purchasing from GoKarts USA.

#### **Warranty Period & Coverage**

The below warranty periods begin on the date that the unit is delivered or picked up. During the warranty period, depending on the model, your warranty will cover parts only and the cost to ship parts. This warranty does not cover labor or shipping to send back defective parts. If a part is deemed to be defective by the manufacturer, the customer will be reimbursed for shipping.

- Parts are covered under this warranty to be free from manufacturer defects. Parts not included in this warranty are listed below in the Warranty Limitations. Any parts deemed questionable by the manufacturer must be submitted for inspection and approval.
- A qualified mechanic must perform the initial vehicle set- up and routine maintenance to maintain full warranty coverage. Failure to provide a mechanic's invoice will void your warranty.

#### PREMIERE 30/90 DAY WARRANTY, INCLUDED

90 Day or 500 mile Engine/Transmission		
30 Day or 250 mile chassis/Suspension		
30 Day *Limited Battery/*Limited Electrical System		
30 Day *Limited Fuel System		

#### **EXTENDED MOTOR WARRANTY, IF PURCHASED**

6 MO or 1,500 mile Engine/Transmission
12 MO or 2,500 mile Engine/Transmission
18 MO or 3,500 mile Engine/Transmission
24 MO or 5,000 mile Engine/Transmission

## EXTENDED "BUMPER-TO-BUMPER" WARRANTY, IF PURCHASED

30 Day or 500 mile Engine/Transmission/Chassis/Suspension/\*Limited Electrical/\*Limited Fuel System

60 Day or 1,000 mile Engine/Transmission/Chassis/Suspension/\*Limited Electrical/\*Limited Fuel System

\*Electrical and Fuel System related warranty claims are limited by the nature of the category. Improper usage and maintenance of electrical and fuel system components may prematurely void warranty.

#### WARRANTY LIMITATIONS

Parts not covered under this warranty are listed below. Warranty requests on any of the below items may be submitted for review to the manufacturer warranty/parts department. If a part is deemed defective by the manufacturer, the part will be covered under Warranty.

Spark Plugs	Throttle Cable, choke cable	Brake line cable, clutch cable
Drive chains, Drive belts, CVT belts	Air cleaner element & bracket	Clutch/Clutch Components
Fuel Lines	Vacuum Lines	Fuel Pumps
Front/Rear brake pads/shoes	Bushings/Bearings	Light Bulbs
Piston Rings	Gaskets, O-rings	Valves, Valve Guides, Valve Seals
Starter Motor	Variator weights/rollers	Suspension, Shocks, Linkage
Fuses/Rubber Parts	Outside plastic parts/Body parts	Front/Rear Tires & Tubes
Front/Rear Rims	Gear/Engine oil	Front/Rear brake rotors
Brake/Clutch Levers	Steering stem bearings	Floor boards/Pegs
Oil/Fuel Filters	Battery	Any wear items

Damage caused by the following is NOT covered under this warranty

Unavoidable natural disasters, fire, collision, theft, improper storage or transportation, negligence of the periodic maintenance, improper use, racing, jumping, improper repair, adjustment or maintenance, repairs and adjustments not done by licensed dealers, use of non-genuine parts, using the product for commercial use, unauthorized modification made to the product, operation of the vehicle when it is overheating, or installing performance parts or components on the

vehicle that change the original engineering. The Factory Limited Warranty does not cover damage caused by, or resulting from, any other reason besides a manufacturer's defect.

### Shipping Damage "48 Hour Rule"

The Customer has 48 hours to report any visible damage to the unit. DO NOT ASSEMBLE THE UNIT UNTIL THE FOLLOWING PROCEDURE IS COMPLETED. GoKarts USA may extend a reasonable allotted time at our discretion for customers with larger orders.

- 1. Document any visible damage on delivery documents while the driver is present (Most Important)
- 2. Make a copy or take a photo of the delivery documents with legible description of damage
- 3. Take pictures of the damaged products
- 4. Submit a Help Request with the above delivery documents and pictures with a list of replacement parts within 2 days of receipt of product(s)
- 5. Your warranty claim will be declined if the above documents are not provided within the time frame.

Upon receiving the above documents, replacement parts will be shipped free of charge.

## Procedure to File a Warranty Claim/Shipping Damage Claim

Complete a Help/Warranty Request on our website.

- Include as much information as possible so we may help you to the best of our ability.
- Attached photos to your request
- List the part(s) that you need. If you do not know the part(s) you need, one of our advisors will assist you.
- Add completed Request to website shopping cart
- Proceed to website checkout
- Follow all checkout steps until you reach the Confirmation page.

Please note; photos may take a few moments to upload to your request. To avoid loading issues, only click "ADD TO CART" once. The webpage will notify you once the request has been added to your shopping cart.

All defective parts must be returned if asked for at the customer's expense. This cost will be reimbursed to the customer if the part is determined to be defective. A warranty claim will be denied if defective parts are not returned when requested.

The Customer is responsible for freight to return the product. If the product is determined to be defective, your warranty will cover parts, factory labor, and freight to send out replacement or repaired components. If the product is determined to be damaged, due to causes other than manufacturer defects, the customer is responsible for parts, factory labor, and freight to send back replacement or repaired product.

#### **Shipping Policy**

GoKarts USA is not responsible for shipping delays as it is at will of the shipping company or unpredictable circumstances.

The Customer is responsible for any extra shipping cost that occurs after the part has been shipped. This cost includes, but is not limited; to change of address cost, change of zoning cost, re-weight cost, lift gate service.

Warranty orders can be canceled before they are shipped. Once a warranty order is shipped, all payment related to such order is non-refundable.

NASW - Holds no warranty on Jeep go-kart. Only the warranty that comes from Gokartsusa.com apply. The youth Jeep being raffled is (as-is) straight from manufacture. NO cash will be given for Jeep.