



**Official Rules and Terms and Conditions:
Carbonfund.org Foundation's Tesla Model X Giveaway**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

Carbonfund.org Foundation, Inc. (Carbonfund.org), the Sweepstakes Sponsor, is offering the Tesla Model X ("Sweepstakes") beginning at 12:00:00 AM Eastern Time ("ET") on November 20, 2017 and ending at 11:59:59 PM ET on December 31, ("Sweepstakes Entry Period").

This Sweepstakes is not associated with or sponsored by Tesla, Inc. in any way.

1. ELIGIBILITY:

The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all other territories), who are 21 years of age or older. Employees, agents, officers and directors of Carbonfund.org Foundation, Inc., their respective parents, affiliates, subsidiaries, franchisees, divisions, advertising, promotional, fulfillment and marketing agencies, their immediate families (parent, child, sibling or spouse) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes.

2. HOW TO ENTER:

- a. Visit the Carbonfund.org Tesla Model X Giveaway [Sweepstakes landing page](#), read the Sweepstakes Terms and Conditions, click the box next to "I agree to the Official Rules, Terms and Conditions" of the Tesla Model X Giveaway, then make donations to plant trees at \$1 per tree, and get sweepstakes entries corresponding to tree-planting donations, OR
- b. Mail a 3"x5" index card in a #10 envelope, postmarked on or before December 31, 2017, including first and last name, date of birth, mailing address in the United States, email address, telephone number and request for Sweepstakes entry, addressed to:

Carbonfund.org Foundation, Inc.
Tesla Model X Giveaway
853 Main Street
East Aurora, NY 14052

One entry only per mailed envelope.



As a condition of entry, Sweepstakes entrants irrevocably grant to Sweepstakes Sponsor and affiliates, legal representatives, assigns, agents and licensees a worldwide, royalty-free, non-exclusive, sublicensable, unconditional, perpetual and transferable right and license to:

- Reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation, as to when or to the number of times used), the Entrant's submitted name, image, likeness, statements, biographical material in sweepstakes promotions.
- Allow access to material via RSS or any similar feed.

The Sweepstakes Sponsor shall have the right to disqualify any entries that they deem to be obscene, vulgar, sexually explicit, lewd, derogatory, inappropriate, or otherwise not in good taste, or not in compliance with the Sweepstakes Official Rules, as determined by the Sweepstakes Sponsor in their sole discretion.

The Sweepstakes Sponsor is not responsible for late, lost, illegible, incomplete, stolen, garbled or misdirected entries, all of which are void.

3. **CONTEST PRIZES:** Sweepstakes Sponsor will award one (1) of two (2) Grand Prize packages to one (1) Grand Prize Winner.

The Grand Prize is as follows:

Grand Prize Option #1 – Tesla Model X as selected by the Grand Prize Winner, confirmed and qualified by Carbonfund.org Foundation, if at least 150,000 sweepstakes entries are received via tree-planting donations made to Carbonfund.org Foundation in the amount of \$1 per tree planting (sweepstakes entries by mailed-in letter do not count towards the 150,000 minimum total entries required for Grand Prize #1).

The Tesla Model X selected by the qualified Grand Prize Winner may be built to order, i.e., customized; or may be an Inventory Vehicle offered by Tesla; or may be a Certified Pre-Owned vehicle offered by Tesla, other automobile dealership or private seller/owner.

In no circumstance shall Carbonfund.org Foundation pay more than the Maximum Grand Prize Payout on behalf of the Grand Prize Winner.

Carbonfund.org Foundation allows the Grand Prize Winner to select a Tesla-supplied Model X vehicle which has a total price less than the Maximum Grand Prize Payout.

As long as the Grand Prize Winner takes possession of a Tesla-supplied Model X vehicle directly from Tesla, at that time Carbonfund.org Foundation will make a payment to



Tesla in the amount of the actual cost of the selected vehicle up to the Maximum Grand Prize Payout amount.

If the Grand Prize Winner purchases a pre-owned Tesla Model X vehicle from an automobile dealership other than Tesla, or from an individual seller/owner, at that time Carbonfund.org Foundation will make a payment to the Grand Prize Winner in the amount of the actual cost of the selected vehicle up to the Maximum Grand Prize Payout amount.

Carbonfund.org Foundation will make a payment to the Internal Revenue Service of 33.33% of the total payout up to the Grand Prize Withholding amount.

Carbonfund.org Foundation allows the Grand Prize Winner to select a Tesla-supplied Model X vehicle which has a total price greater than the Maximum Grand Prize Payout. However, Carbonfund.org Foundation will only send the Maximum Grand Prize Payout amount to Tesla Motors. Any additional money required to purchase the vehicle is the sole responsibility of the Grand Prize Winner. In this case, Carbonfund.org Foundation will still make a total payment to the Internal Revenue Service of the Grand Prize Withholding amount, which is the necessary withholding on the Maximum Grand Prize Payout.

Carbonfund.org Foundation's Maximum Grand Prize payment will be made no later than December 31, 2018. It is Carbonfund.org Foundation's intent that the Grand Prize will be delivered within the 2018 tax year and will be accounted for as a 2018 transaction. That said, the Grand Prize Winner is invited to initiate configuration of the Winner's Tesla vehicle as soon as 10 business days following the Drawing. Carbonfund.org Foundation will make the required order confirmation deposit available to Tesla as soon as the Grand Prize Winner has concluded configuration and is ready to initiate production and purchase of the Vehicle. Carbonfund.org Foundation will pay the remainder of the Grand Prize Value to Tesla when Tesla is ready for final payment, in its customary process.

Grand Prize Option #2 – Cash prize equal to 50% of the total dollar amount of tree-planting donations received by Carbonfund.org Foundation during the Sweepstakes entry period and via the Sweepstakes unique donations website landing page and Sweepstakes tree-planting donation options, if fewer than 150,000 sweepstakes entries are received via tree-planting donations made to Carbonfund.org Foundation in the amount of \$1 per tree planting (sweepstakes entries by mailed-in letter do not count towards the 150,000 minimum total entries required for Grand Prize #1).

Grand Prize #1 Description:

Grand Prize #1 consists of (a) Tesla Model X automobile, valued at US \$80,000 and with details as described above, and (b) a payment to the Internal Revenue Service for the federal tax withholding required for this Grand Prize, which is described by IRS Notice



1340, page 2, “Organization Pays Withholding Tax”, set at up to 33.33% of the Prize’s Fair Market Value, therefore up to US \$26,664.00, which is called the Grand Prize Withholding.

The total expenditure of Sweepstakes Sponsor on the Grand Prize #1 will be up to the sum of the Maximum Grand Prize Value and the Grand Prize Withholding, namely up to US \$106,664.00.

Grand Prize #2 consists of a cash prize equal to 50% of the total dollar amount of tree-planting donations received by Carbonfund.org Foundation during the Sweepstakes entry period and via the Sweepstakes unique donations website landing page and Sweepstakes tree-planting donation options. Grand Prize #2 value will be determined at the conclusion of the Sweepstakes and published on Carbonfund.org website by January 10, 2018. All federal, state, local, and other taxes on the Grand Prize #2 are the sole responsibility of the applicable winner.

No substitution of prizes, except at the discretion of Carbonfund.org. Grand Prize #1 may not be redeemed for cash value. If the individual selected declines to participate or is unable to fulfill Sweepstakes requirements, there will be no cash compensation.

4. PRIZE AWARDING: The Potential Grand Prize Winner will be selected by the Sweepstakes Sponsor by random drawing. Limit one Grand Prize, as determined by Section 3 above. The Sweepstakes Sponsor will award the Grand Prize only upon winner confirmation, verification and final approval. No substitution, transfer of any prize or cash alternative permitted, except by one of the Sweepstakes Entities who reserve the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable.

The Potential Grand Prize Winner may be notified by phone or e-mail and will be required to satisfactorily complete and return a duly notarized Affidavit of Eligibility showing that winner has complied with these rules, a duly notarized Liability and Publicity Release, W9, proof of age (driver’s license or passport), all of which must be returned within ten (10) days of receipt by the Potential Grand Prize Winner to the Sweepstakes Sponsor. The Potential Winner then and only then becomes the “Grand Prize Winner”. The confirmed Grand Prize Winner will be announced on Carbonfund.org’s website and Facebook page.

The Sweepstakes Entrant selected as the Potential Grand Prize Winner must submit all required documentation to Carbonfund.org Foundation before January 31st, 2018, or within ten (10) business days of notification from Carbonfund.org Foundation of Sweepstakes winning, whichever date occurs later.

All information submitted is subject to verification by Carbonfund.org Foundation, Inc.



Carbonfund.org reserves the right to revoke the prize in the event of material misrepresentation. If the potential winning entrant of any prize cannot be contacted; is ineligible; fails to return the completed and executed Affidavit and Release; if the Prize Notification is returned undeliverable; or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize may be awarded to an alternate winner as selected by the Sweepstakes Sponsor.

5. GENERAL CONDITIONS: Carbonfund.org is not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software or web site. Carbonfund.org is 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 Sweepstakes, as solely determined by the judges, will be disqualified. If disqualified for any of the above abuses, Carbonfund.org reserves the right to terminate entrant's eligibility to participate in the Sweepstakes. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law, and, should such an attempt be made, the Sweepstakes Entities reserve the right to seek damages from any such person to the fullest extent permitted by law.

Carbonfund.org's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Carbonfund.org reserves the right to terminate, cancel, suspend and/or modify the Sweepstakes if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Sweepstakes, as determined by the Sweepstakes Sponsor in its sole discretion. Only the stated number of prizes will be awarded. In no event will more prizes be awarded than those listed in Rule #3.

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. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A Potential Winner may be requested to provide the Sweepstakes Sponsor with proof that the Potential Winner is the authorized account holder of the e-mail address associated with the winning entry.

By entering the Sweepstakes and/or accepting the prize, entrants/prize winners agree to: (a) be bound by these rules; (b) release the Sweepstakes Sponsor, their parent companies, or organizations, subsidiaries, affiliates, advertising and promotion partners, fulfillment and/or judging agencies, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to the Sweepstakes and from injuries or damages arising in connection with or relating to participation in the Sweepstakes, or use or



misuse of the prize; and (c) waive any right to claim ambiguity in the Sweepstakes or these Official Rules.

By accepting the prize, winner further acknowledges that the Sweepstakes Sponsor and any other entity involved with this Sweepstakes 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 or prize suppliers or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose including, without limitation, use of any equipment associated with the prize.

Carbonfund.org is not responsible for typographical or other errors in the offer or administration of this contest, including but not limited to errors in advertising, the Official Rules, the selection and announcement of winners, or the distribution of any prize.

All entries become the property of Carbonfund.org and will not be acknowledged or returned. Carbonfund.org and its officers, directors, affiliates, related entities, partners, partnerships, principals, representatives, agents, licensees, sponsors, successors and assigns (i) make no warranty, guaranty or representation of any kind concerning any prize, (ii) disclaim any implied warranty, and (iii) are not liable for injury, loss, or damage of any kind resulting from the acceptance or use of any prize, travel related thereto or from participation in this contest.

6. TAX INFORMATION: All federal, state, local, and other taxes on the Grand Prize, as described in Section 3, are the sole responsibility of the applicable winner.

7. 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 Sweepstakes Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York. Entrant agrees to indemnify Sponsor for all claims brought by third parties in connection with Sweepstakes Entry Material.

8. WINNERS LIST: To receive the names of the winners, send a self-addressed stamped #10 envelope for receipt by December 31, 2017 to:

Carbonfund.org Foundation
Tesla Model X Giveaway – Winners List
853 Main Street
East Aurora, NY 14052

Sponsored by:



Carbonfund.org Foundation, Inc.,
853 Main Street, East Aurora, NY 14052