

The New Mexico Film Foundation Truck Raffle – Official Rules & Regulations

The New Mexico Film Foundation (NMFF), a 501(c)(3) nonprofit organization, is conducting the NMFF Truck Raffle to raise funds for its general operating expenses, supporting independent filmmakers in New Mexico. The Raffle is conducted in partnership with Power Ford.

The New Mexico Film Foundation's mission is to support the independent film industry in New Mexico by providing resources, education, and opportunities for local filmmakers to create and share their work and empower their careers in filmmaking with a specific emphasis on Writing, Directing, Producing, and Acting.

By purchasing a raffle ticket, participants agree to be bound by the following Rules & Regulations. The NMFF's interpretation and application of these rules shall be final.

Disclaimer: The image of the truck used in promotional materials for the NMFF Truck Raffle is for illustrative purposes only and does not represent the specific vehicle being offered as a prize. The raffle winner will receive a \$35,000 credit with Power Ford in Albuquerque, NM, to apply toward the purchase of a vehicle of their choice, subject to dealer inventory and pricing. The truck shown in promotional materials is an example of vehicles available through our dealership partner and is not directly associated with the raffle prize.

NMFF Truck Raffle Details

Vehicle Prize: The winner will receive a \$35,000 credit with Power Ford in Albuquerque, New Mexico, to negotiate and spend on a vehicle of their choice. The credit must be used in accordance with Power Ford's policies.

Total Number of Tickets Available: 1,000

Ticket Price: \$100 per ticket.

Ticket Purchase Limit: No limit—participants may purchase multiple tickets.

Tickets will be sold online via NMFF's website at [www.nmfilmfoundation.org/truckraffle]. Tickets will be issued digitally via email upon purchase. No physical tickets will be provided.

This raffle is conducted in accordance with New Mexico gaming and charitable raffle laws, including NMSA § 60-2E-1 et seq. This offer is void where prohibited by law, and all federal, state, and local laws and regulations apply.

NMFF Truck Raffle Eligibility

Must be 18 years or older at the time of purchase.

Open only to New Mexico residents due to differing state raffle laws and tax implications.

NMFF Board members and their immediate family members (parents, children, siblings, spouses) are NOT eligible to participate.

NMFF Raffle Ticket Sales & Deadline

Raffle Tickets will be sold commencing on March 1, 2025

End Date: December 31, 2025 at 12:00 PM (Noon) MST or when tickets sell out.

Where to Purchase: Tickets will be sold online only via NMFF's website. No third-party resellers are authorized.

Cancellation Policy: If by May 1, 2025, fewer than 500 tickets have been sold, NMFF reserves the right to cancel the raffle and refund all ticket purchases.

Raffle Drawing Date: May 31, 2025, at 1:00 PM MST

Location: The Drawing will be manual from all eligible tickets and occur at Power Ford, 1101 Montano Rd NE, Albuquerque, NM 87107

Winner need not be present to win.

Prize Details & Winner Responsibilities

Winner Notification: The winner will be contacted using the information provided at the time of purchase. If the winner cannot be reached by February 28, 2026, the prize will be forfeited. In the event the winner cannot be contacted by August 28, 2026, an alternate winner will be drawn from the remaining eligible entries within 10 days.

Prize Value: The winner will receive a \$35,000 credit to use at Power Ford. There is no cash option available. The chances of winning are based on the number of tickets sold.

The winner is solely responsible for negotiating the purchase with Power Ford. NMFF is not a party to the final transaction.

The winner is responsible for and shall assume:

- All federal, state, and local taxes.
- Vehicle registration, title, licensing and other fees.

- Any additional costs beyond the \$35,000 credit.
- All tax liabilities: Consult your tax advisor before purchasing a ticket.

Liability Waiver and Tax Information: The winner must sign a liability waiver and provide NMFF with their social security number before claiming the prize.

The IRS does not consider raffle ticket purchases as tax-deductible charitable contributions. NMFF makes no guarantee that the Internal Revenue Service (IRS) will accept that value of the car for the purpose of determining any income tax that may be due from the winner. NMFF takes no responsibility for any tax liabilities. Winner should consult a tax advisor.

By purchasing a ticket, participants agree that their names and/or likenesses may be used in NMFF's promotional materials, press releases, and event coverage. Winner's name may be published on NMFF's website and social media.

NMFF reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds". All defective or altered raffle tickets will be immediately disqualified. Prior to the Prize drawing, NMFF will make a reasonable effort to notify the individual and/or entity that submits such an entry form which has been rejected because the credit card or check did not clear that the entry has been rejected. All orders for tickets must be received and/or purchased by the indicated deadline. NMFF assumes no responsibility for lost, late, misdirected or non-delivered email or other correspondence, prior to the drawing deadlines.

Limitation of Liability

By entering this raffle, participants agree to release NMFF, its board members, employees, agents, and sponsors (including Power Ford) from any and all liability for injuries, losses, or damages arising from participation in the raffle or acceptance of the prize. Participants expressly waive any claims against NMFF and agree to indemnify and hold NMFF harmless from all liabilities related to the raffle or prize.

No Representation or Warranty

NMFF does not make or provide any representation, guarantee or warranty, expressed or implied, in connection with the vehicle negotiated by the Winner and accepts no liability or responsibility regarding the condition of the vehicle. NMFF does not warrant the merchantability of the vehicle negotiated by the Winner or that it can be used for any particular purpose. No express warranties are given and no affirmation of NMFF by words and/or actions will constitute a warranty.

Dispute Resolution

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES IN NEW MEXICO, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

Arbitration shall take place in Albuquerque, NM, and be governed by the laws of the State of New Mexico. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

Cancellation & Refund Policy

NMFF reserves the right, in its sole discretion, to cancel or modify the raffle for any reason. In such cases, ticket purchasers will be fully refunded without interest. If the raffle is canceled, ticket purchasers will be refunded within 30 days of the cancellation announcement.

Contact Information

For questions or concerns, please contact:

NMFF

Phone: 505-570-0797

Email: admin@nmfilmfoundation.org

Website: nmfilmfoundation.org

Mailing Address: 313 Camino Alire #304, Santa Fe, NM 87501