

DRIVE FOR SCHOOLS



Santa Cruz Beach Boardwalk's 2026 Drive for Schools Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

- 1. Eligibility.** The Santa Cruz Beach Boardwalk's "Drive for Schools" (the "Sweepstakes") is open to legal residents of the District of Columbia and the contiguous United States, excluding New York, Rhode Island, and Florida, who are at least eighteen (18) years old at the time of entry. Employees of Coordinator who are directly involved with the administration of the Sweepstakes and members of their households are not eligible to enter the Sweepstakes or win. The Sweepstakes is subject to federal, state, and local laws and regulations. Participation in this Sweepstakes constitutes full acceptance of all rules (the "Rules").
- 2. Sponsor ("Coordinator").**
Santa Cruz Beach Boardwalk
400 Beach Street
Santa Cruz, California, 95060, USA
Telephone: (831) 423-5590
Website: beachboardwalk.com/drive-for-schools/
Email: driveforschools@beachboardwalk.com
- 3. Entry Dates.** As described in further detail in Section 5 ("How to Enter") below, tickets for entry into the Sweepstakes will be available from participating schools and students beginning on Wednesday, September 9, 2026 at 2:00 pm, Pacific Daylight Time (PDT) and ending on Sunday, October 18, 2026 at 11:59 pm, PDT, with tickets also being available from Coordinator on the day of the drawing, October 25, 2026, from 11:00 am PDT – 1:00 pm PDT at the Santa Cruz Beach Boardwalk ("Entry Period"). The computer clock of the Coordinator is the official time-keeping device in the Promotion.
- 4. Prizes.** There is one (1) Grand Prize consisting of a \$25,000 cash prize and five (5) additional winners will receive \$1,000 cash prizes, with cash prizes being provided by the Coordinator. There may be additional prizes confirmed after initial publication of these Rules ("Bonus Prizes"), and the number, details, and the Approximate Retail Value ("ARV") of each Bonus Prize will be provided by the individual or business supplying the prize to Coordinator (each, a "Prize Provider"). A list and description of such Bonus Prizes will be available and updated as Bonus Prizes are added at <https://beachboardwalk.com/drive-for-schools/prizelist>. Winners of any Bonus Prizes will be drawn after all prizes listed in these Rules below are drawn. Please note that if an otherwise eligible entrant under the age of 21 at the time of entry is drawn for a Bonus Prize that includes alcohol (or is otherwise not appropriate under applicable law, in Coordinator's sole discretion), Coordinator will substitute a cash prize of equivalent value in lieu of the drawn prize.

PRIZE LIST

One (1) Grand Prize: \$25,000 cash provided by Coordinator, awarded in the form of a check or wire transfer payable to winner. Winner required to provide completed W-9 form. Prize Category: Cash. ARV: \$25,000.

Five (5) \$1,000 cash prizes provided by Coordinator, awarded in the form of a check or wire transfer payable to winner. Prize Category: Cash. ARV: \$1,000 each.

The total prize value of all prizes to be won at time of these Rules being published is \$30,000.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY ALL PARTIES. OTHER THAN THE GRAND PRIZE AND THE FIVE \$1,000 CASH PRIZES, ALL PRIZE DETAILS ARE PROVIDED BY THE PRIZE PROVIDERS. ANY COSTS, TAX LIABILITY AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE ARE WINNER’S SOLE RESPONSIBILITY.

Any Bonus Prizes awarded in the form of gift certificates, gift cards, store credit, and free passes/tickets are subject to the terms and conditions of the respective issuers and/or Prize Providers.

5. How to Enter. During the Entry Period, eligible participants can enter the Sweepstakes in the following ways:

- **MAIL IN.** To obtain a free entry, limit one per mail in request, eligible persons can mail in for an entry, postmarked in time so that your entry request is received by October 16, 2026, to Marcy Brenkwitz, Attn: Drive for Schools 2026, Santa Cruz Beach Boardwalk, 400 Beach Street, Santa Cruz, CA 95060 (“Mail In Request”). All Mail In Requests must be handwritten (in legible print) and include both a self-addressed stamped envelope (“SASE”) and a written request for one free entry in the Sweepstakes, along with the requestor’s name, complete address and telephone number with area code. Upon receiving a compliant Mail In Request, Coordinator will fill out the detachable portion of the ticket (“Ticket Stub”) with the requestor’s provided contact information for entry into the drawing and will use the SASE to return the other portion of the ticket (“Retained Ticket”) to requestor via regular US mail. **No limit on MAIL IN Entries.**
- **PARTICIPATING SCHOOLS.** Tickets may be obtained until Sunday, October 18, 2026 at 11:59 pm, PDT, directly from participating schools in exchange for donations to the school (a \$5 donation for one ticket or a pack of six tickets for a \$25 donation) by contacting the school’s designated representative listed at <https://beachboardwalk.com/drive-for-schools/participatingschools>. Entrants must clearly write their contact information, including name, complete address and telephone number with area code, on all Ticket Stubs and return the completed Ticket Stubs to the school representative, while maintaining possession of the corresponding Retained Tickets. School representatives are then expected to deliver all Ticket Stubs to Coordinator for inclusion in the random drawing. **No Limit on PARTICIPATING SCHOOLS Entries.**
- **PARTICIPATING STUDENTS.** Tickets may also be obtained until Sunday, October 18, 2026 at 11:59 pm, PDT, from participating students at participating schools in exchange for donations to the school (a \$5 donation for one ticket or a pack of six tickets for a \$25 donation). Entrants must clearly write their contact information, including name, complete address and telephone number with area code, on all Ticket Stubs obtained from students at participating schools and return the completed Ticket Stubs to the student, while maintaining possession of the corresponding Retained Tickets.

Completed Ticket Stubs are expected to be returned by students to their schools, and a school representative is then expected to deliver all Ticket Stubs to Coordinator for inclusion in the random drawing. **No Limit on PARTICIPATING STUDENTS Entries.**

- **IN PERSON ON OCTOBER 25, 2026.** Tickets will be available in exchange for donations on the day of the drawing, October 25, 2026, from 11:00 am to 1:00 pm PDT, at the Colonnade Stage at the Santa Cruz Beach Boardwalk (a \$5 donation for one ticket or a pack of six tickets for a \$25 donation). Entrants must clearly write their contact information, including name, complete address and telephone number with area code, on all Tickets Stubs. Proceeds from donations made on the day of the drawing will benefit the Santa Cruz County Office of Education Special Education Department. **Limit of 200 IN PERSON ON OCTOBER 25, 2026 Entries; offered until all tickets run out.**

Participating organizations may not mandate donations in exchange for an entry or entries. All entries and information therein become the property of the Coordinator upon delivery to Coordinator.

No substitution or transfer of prize is permitted by any winner. Coordinator and Prize Providers reserve the right to substitute a prize of equal or greater value.

6. **Drawing, Odds and Winner Notification.** The winners will be drawn on or about Sunday, October 25, 2026 at 1:00 pm PDT, when the Coordinator will conduct a random drawing at the Colonnade Stage at the Santa Cruz Beach Boardwalk park, located at 400 Beach St, Santa Cruz, CA 95060, from all eligible entries received during the Entry Period. The Grand Prize winner will be selected first, followed by the five \$1,000 cash prize winners. Any remaining Bonus Prizes will be drawn randomly from the remaining eligible entries in the order and according to the procedures listed in Section 4 above. Odds of winning depend on the number of eligible entries received.

The winners do not need to be present at the drawing to win and will be notified via telephone or mail within fourteen (14) days of the drawing. All winners of prizes must respond to Coordinator within five (5) days of notification of having won a prize. Winners of certain prizes will be required to execute and return an Affidavit of Eligibility and Release (“Affidavit”) within five (5) days following notification of having won the prize by the Coordinator. The winners of any prizes with an ARV of \$2,000 or greater must provide Coordinator with all necessary Federal and State tax-reporting information, including a completed W-9 form, within five (5) days following notification of having won the prize by the Coordinator. Winners are solely responsible for the payment of all applicable federal, state and local taxes relating to awarded prizes.

If a potential winner does not respond to Coordinator or fails to return a required Affidavit and/or W-9 form within five (5) days of notification by Coordinator, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Rules, in Coordinator’s sole discretion, he/she will forfeit the prize(s) and an alternate winner(s) will be notified. Coordinator will select and contact up to two (2) alternate winners for each prize. The same five (5) day time period to respond to notification and comply with all eligibility requirements will apply to any alternate winner(s).

Coordinator will not replace any lost or stolen prize items. Prize winners release Coordinator of any liability incurred in connection with the acceptance of the prize. To obtain a written notification of the winners, send a self-addressed stamped envelope to be received by December 25, 2026, with a written request to: Marcy Brenkwitz, Attn: Drive for Schools 2025, Santa Cruz Beach Boardwalk, 400 Beach Street, Santa Cruz California, 95060. The winner list will also be available online at <https://beachboardwalk.com/drive-for-schools/>.

7. **Limitation of Liability.** By entering this Sweepstakes, entrants waive all right to, and hold the Coordinator, participating schools, participating students and their parents, and/or Prize Providers and

their respective officers, directors, employees, agents, parent, subsidiaries, affiliates, shareholders, successors, and assigns harmless from, any claim, loss, damage (including punitive, incidental, and consequential damages), expense (including attorneys' fees), or any other liability of any kind, of or to entrant or any other person, entrant's property, or entrant's rights of privacy or publicity, directly or indirectly arising out of or in connection with participation in this Sweepstakes, the use of entrant's name or location as permitted in Section 8, or the acceptance, use, or misuse of any prize, including but not limited to, personal injury, death, or damage to or loss of property. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Coordinator, participating schools and Prize Providers will not be responsible for: late, incomplete, illegible, or incorrect entries; failure by a student or participating school to timely return one or more Ticket Stubs to Coordinator; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security or privacy settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Sweepstakes; by any human error which may occur in the processing of the entries in this Sweepstakes; or any typographical, technological, or other error in the publishing of the offer, coordination or administration of the Sweepstakes, or announcement of the prize(s). If, in the Coordinator's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes, Coordinator may cancel or modify this Sweepstakes in a manner deemed appropriate by Coordinator. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. By entering this Sweepstakes, all entrant(s) and participating schools and Prize Providers agree to these Rules, and the decision of the Coordinator will be final, binding and non-appealable.

8. **Releases.** All entrants, as a condition of participation in this Sweepstakes, grant permission to Coordinator, its parent, subsidiaries, affiliates, licensees, successors, and assigns, and those acting under their authority to use, and to authorize others to use, their name and location (town/city and state) throughout the world in all media now known or hereafter existing (including print, packaging, television, radio, film, digital, internet, social media, websites, and mobile apps) in perpetuity for advertising, marketing, and publicity in connection with the Sweepstakes and/or other Coordinator promotions without further compensation or right of approval, including but not limited to in connection with the publication of a list of winners at <https://beachboardwalk.com/drive-for-schools/>. Further, all entrants, as a condition of participation in this Sweepstakes, agree to release, hold harmless and indemnify the Coordinator, the participating schools, participating students, and Prize Providers from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Sweepstakes including the promotion thereof, (ii) the receipt, ownership use, or misuse of the prizes awarded, including any prize-related activity or travel associated with any prize, (iii) use of entrant's name and location as permitted in these Rules, (iv) any tax liability that may be incurred by any party due to entrant's failure to comply with applicable tax requirements, or (v) any typographical or other error in these Rules.
9. **Privacy.** Information collected from entrants and received by Coordinator is subject to Coordinator's privacy policy, which may be found at <https://beachboardwalk.com/privacy/>.
10. **Choice of Law and Jurisdiction.** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, entrants rights and obligations, or the rights and obligations of the Coordinator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, 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 California. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or

these Rules shall be brought only in the appropriate court located in the Northern District of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction you may have.

- 11. Class Action Waiver.** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded or attempted to be awarded, shall be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated or representative action or proceeding.
- 12. Severability.** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 13. General Terms and Conditions.** Coordinator reserves the right to modify this Sweepstakes at any time in the event of an unforeseeable or uncontrollable circumstance.