

SUMMARY

OFFICIAL RULES AND REGULATIONS

OF THE 2008 SUPER DUCK DRAW

The draw is presented by the Bird Coalition of Rochester (BirdCOR), a nonprofit program of the Genesee Valley Audubon Society (GVAS), Inc., or the Sponsor, the purpose of which is to promote conservation of and education about migratory birds and habitat. The draw is being held to raise funds for BirdCOR's education and service-learning programs in the greater Rochester Area.

The raffle prize is half the gross proceeds (ticket sales) up to \$5,000. Only 500 tickets will be printed and offered for purchase. A maximum number of 500 tickets will be sold.

This raffle is VOID WHERE PROHIBITED. Federal and state laws restrict the sale of raffle tickets to only those state or local residents who specifically meet the requirements as set forth in the state's applicable statutes and regulations. GVAS does not allow any illegal participation in this raffle.

ELIGIBILITY: GVAS, its parents, subsidiaries, affiliates, directors, members, officers, governors, owners, employees and agents, or their immediate family members or members of their households (whether related or not) are not eligible to purchase a raffle ticket or win the raffle prize. Persons directly involved in the promotion or operation of the Super Duck Draw are not eligible to purchase a raffle ticket or win the raffle prize. Persons under eighteen years of age are not eligible to participate in or operate the Super Duck Draw. The sale of raffle tickets alone shall not constitute the promotion and operation of the raffle for purposes of this section.

Void outside of the U.S. and where prohibited, taxed or otherwise restricted by law. All federal, state and local laws and regulations apply. Raffle tickets may be purchased from April 2, 2008 to June 8, 2008 or such other date and time as the Sponsor may decide in its sole discretion. By entering this raffle, entrants accept and agree to be bound by these terms and conditions and the decisions of GVAS, which shall be final on all matters. Winners may be asked to sign an Affidavit of Eligibility and Liability/Publicity Release or the prize will be forfeited. All entries become the property of GVAS and will not be acknowledged or returned.

All raffle ticket sales are final; no refunds or exchanges. No portion of the raffle ticket price will qualify as a charitable contribution for federal income tax purposes. All net proceeds go directly to support GVAS. It is a violation of federal law to send raffle tickets or any information related to the raffle via the federal mail system, and such violations may lead to criminal penalties.

The prize will be treated as ordinary income to the prizewinner who therefore shall be responsible for any and all federal, state and local income taxes associated with said income. The prizewinner may be required to pre-pay a portion of the tax liability prior to receiving the prize.

PRIZE DRAWING: One (1) prizewinner will be randomly selected and announced from all eligible entries received during the promotion period out of all tickets sold based on a random drawing scheduled to be conducted on or about June 8, 2008. The winner will be announced at an Award Ceremony at approximately 5 p.m. Ticket holders need not be present to win. The one (1) prizewinner will be notified on or about June 8, 2008 via phone and/or e-mail, and the prizewinner's name may be posted on the BirdCOR website and included in press articles on or about the same date. The prizewinner may be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within five (5) days of prize notification. Only the named entrant on a valid winning entry form is eligible to claim the prize, and such person may be required to provide proof of identification acceptable to the Sponsor. If the prizewinner cannot be contacted within five (5) calendar days of first notification attempt, if the prize or prize notification is returned as undeliverable, if winner rejects his/her prize, or in the event of noncompliance with the raffle's terms and conditions, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. No compensation will be given upon prize forfeiture.

ODDS OF WINNING: The odds of winning depend on the number of eligible entries received during the promotion period.

MISCELLANEOUS: By entering, participants agree to be bound by these terms and conditions. In addition, all entrants agree that Genesee Valley Audubon Society maintains the right to decide all matters and disputes arising from the raffle, and its determination of the prizewinner will be final and binding. No transfer, assignment or substitution of the prize is permitted, except by the Sponsor due to prize availability. In this case, the Sponsor may substitute the prize with a prize of equal or greater value. By accepting the prize, the prizewinner agrees that GVAS and its parents, subsidiaries, affiliates, directors, members, officers, governors, owners, employees and agents will have no liability and will be held harmless by the prizewinner for any liability, loss, injury, or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, participation in, possession, use or misuse of the prizes or participation in the raffle, even if caused or contributed to by the negligence of Sponsor, including without limitation, for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. In consideration for being awarded the prize, the prizewinner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of his or her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the prizewinner regarding the raffle or Sponsor in any and all advertising, promotions and other publicity conducted by GVAS and its respective parents, subsidiaries, affiliates, directors, officers, owners, governors, employees and agents, except where prohibited. The Sponsor is not responsible if the prize cannot be awarded due to delays or interruptions due to acts of God, acts

of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these official terms and conditions, or attempt to interfere with this raffle in any way shall be disqualified.

ADDITIONAL TERMS: GVAS, its parents, subsidiaries, affiliates, directors, members, officers, governors, owners, employees and agents reserve the right, in their sole discretion, to modify, terminate, or suspend this raffle should viruses, bugs, unauthorized human intervention or other causes beyond the Sponsor's control corrupt or impair the administration, security or fairness of the raffle. GVAS and its parents, subsidiaries, affiliates, directors, member, officers, governors, owners, employees and agents are not responsible for any human error that may occur in the processing of the entries, nor are they responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, whether caused by the sender or any of the equipment or programming associated with or utilized in this raffle. Mechanically reproduced or automated entries are not permitted and will be deemed void. Incomplete entries will also be deemed void. The Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the raffle; to be acting in violation of these terms and conditions or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. In case of dispute as to the identity of any entrant based on e-mail address, an entry will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.), responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any potential winner may be requested to provide the Sponsor with proof that such winner is the authorized account holder of the e-mail address associated with the winning entry.

IDENTIFICATION OF WINNER: For the name of the prizewinner, send a self-addressed, stamped envelope postmarked after June 8, 2008 to: Attn: Super Duck Draw, BirdCOR, PO Box 10562, Rochester, NY 14610.

SPONSOR: Genesee Valley Audubon Society, PO Box 886, Adams Basin, NY 14410.