



Bright Nights 50/50 Raffle OFFICIAL RULES

By participating, you (an “Entrant”) agree that:

1. Description: The Bright Nights 50/50 Raffle (the “Raffle”) is a fundraiser conducted by Big Brothers Big Sisters of the Greater Miami Valley. By purchasing a ticket for the Raffle (“Raffle Ticket”), each eligible entrant (each, an “Entrant”) represents that they meet all of the below-stated eligibility requirements and agrees to be bound by these Official Raffle Rules, by all applicable laws, ordinances, and regulations, and by the decisions of Big Brothers Big Sisters of the Greater Miami Valley (“BBBSGMV”), an Ohio non-profit organization, or its authorized representative.
2. Entrant must be a legal resident of the state of Ohio and at least 18 years old at time of entry. Raffle is subject to all federal, state, and local laws. Void where prohibited or restricted by law. All proceeds benefit Big Brothers Big Sisters of the Greater Miami Valley, an Ohio non-profit Corporation (“BBBSGMV”).
3. To Enter: Entrants may enter the Raffle in the following ways:
 - (i) Online: To enter the Raffle online, an eligible Entrant must go to www.bbbsgmv.org/bright (a “Website”) and submit his/her valid name, address, telephone number, and email address. Visa, Mastercard, Discover, American Express are accepted.
 - (ii) By Telephone: To enter the Raffle by telephone, an eligible Entrant must call BBBSGMV at 937.220.6855 and provide his/her name, address, telephone number and email address to an authorized representative of BBBSGMV. Visa, Mastercard, Discover, American Express are accepted.
 - (iii) In Person: BBBSGMV Board Members and authorized BBBSGMV employees, volunteers and associate organizations will be selling Raffle tickets in person at various locations in the Greater Dayton area. Cash and checks accepted (Checks should be made payable to Big Brothers Big Sisters of the Greater Miami Valley). Tickets may be purchased at BBBSGMV office during regular business hours (8:30 am – 5 pm), located at 22 S. Jefferson Street, Dayton Ohio 45402 by cash, check, Visa, Mastercard, Discover or American Express.

All entries submitted in accordance with these Official Rules are collectively referred to as the “Eligible Entries.” Raffle ticket stubs will not be returned by mail to Entrants due to certain postal regulations. When an order is placed over the phone, in person, or via the Website, an authorized representative of BBBSGMV will complete the ticket by filling in the name, address, phone number, and email address of the Entrant and will place the ticket in a secure location designated for the collection of Raffle tickets. BBBSGMV may, in its sole discretion, but is not obligated to, issue telephonic or e-mail confirmations to Entrants upon the sale of Raffle tickets. Entrants may call BBBSGMV to check when an order was processed and to obtain their ticket number(s), if so desired.

In the event of a dispute over who submitted a winning Eligible Entry electronically, the authorized subscriber of the e-mail account used to submit an Eligible Entry through a Website and participate in this Raffle at the actual time of entry will be deemed to be the Entrant. The authorized account subscriber is defined as the person who is assigned an e-mail address by an internet access provider, online service provider, or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address.

All Raffle Ticket purchases must be made during the applicable Raffle Period. Raffle Tickets are not eligible to be entered into any past or future Raffle drawing. BBBSGMV, its representative(s) and/or any related entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system, or server or technical problem. No refunds are made, except as otherwise determined by BBBSGMV in its sole discretion.

4. Eligibility: The Raffle is open to those who are eighteen (18) years of age or older as of the date of Raffle Ticket purchase and must be a resident of Ohio. Ticket sales to BBBSGMV board members, committee members, volunteers and family of BBBSGMV employees are permitted. BBBSGMV employees are not eligible to enter the Raffle.

5. Random Drawing: All qualifying (i.e., in accordance with Section 4 above) Raffle Ticket purchases made within the applicable Raffle Period are placed into a drum. The winning Raffle Ticket is manually drawn from the drum at random from among all such qualifying Raffle Tickets. The drawing will be held at the Bright Nights fundraising event on July 14, 2018 at approximately 9:30 pm (ET) (the "Drawing"). All drawings are conducted by BBBSGMV whose decision is final and binding.

6. Prize: The selected Raffle Ticket number will be announced and posted on the Raffle Web Site located at www.bbbsgmv.org/bright. The Entrant that purchased the Raffle Ticket with the corresponding winning Raffle Ticket number (the "Winner") receives Fifty Percent (50%) of the net proceeds (total collected by BBBSGMV minus any related expenses from the Raffle Ticket sales) for the applicable Raffle Period (the "Prize"). The Winner is not permitted to donate their winnings to BBBSGMV. All remaining proceeds from the Raffle are retained by BBBSGMV.

7. Claiming the Prize: To claim the Prize, the Winner must contact BBBSGMV and present the winning Raffle ticket in-person at BBBSGMV within thirty (30) days from the conclusion of the applicable Raffle Period. The winning Raffle Ticket is the only valid receipt for claiming the Prize. The Winner must provide BBBSGMV with all information required to claim the Prize (including tax identification information, photo ID and proof of Ohio residency). If (i) any of the Required Documentation is not completed, signed, and/or returned within the stated time, (ii) the Winner is deemed by BBBSGMV to be ineligible or not to have complied with these Official Raffle Rules, or (iii) the Winner refuses to accept or fails to claim the Prize, then the Prize will be forfeited by the Winner and retained by BBBSGMV. The Prize will be delivered via check within thirty (30) days of the Winner delivering the winning Raffle Ticket and executed Required Documentation to BBBSGMV. For security and safety reasons, no cash payments will be made to the Winner.

8. Odds of Winning: Each ticket has a separate and equal chance to win.

9. Taxes: Each Entrant acknowledges that they have been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle Ticket does not qualify as a deductible charitable contribution. The Winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prize. Furthermore, the Winner acknowledges that federal law requires that a tax withholding on certain prize values must be collected from them upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the Prize is claimed will be followed. Winners of prizes over Six Hundred Dollars (\$600) will receive a W-2G form from BBBSGMV. Taxes will be withheld in accordance with IRS and State of Ohio guidelines.

10. Transfer of Raffle Ticket: Raffle Tickets may not be resold to any other party. Any Raffle Ticket which has been resold is void. All individuals who re-sell, purchase, or receive a Raffle Ticket in violation of these Official Raffle Rules are ineligible to enter the Raffle or to win the Prize.

11. Entrant Grant of Rights: Raffle entrance and/or Prize acceptance constitutes a release granting BBBSGMV the right to use each Entrant's name, likeness, statements (if true), biographical information, voice, and cities and states of residence for advertising, marketing, and publicity purposes on a worldwide basis (without review by the applicable Entrant) and in all forms of media, without compensation, remuneration, or other authorization. BBBSGMV expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. BBBSGMV makes no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply. Each Entrant hereby releases and waives any claims (actual or alleged), demands, damages, losses, liabilities and causes of action arising from (in whole or in part) or in connection with BBBSGMV's use (or its designee's use) of such Entrant's name, likeness, statements (if true), biographical information, voice, and cities and states of residence, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of such Entrant's name or likeness.

12. Raffle Conditions: The Raffle is governed by and subject to all applicable federal, state, and local laws. By entering the Raffle, Entrants waive any right to claim ambiguity in the Raffle or in these Official Raffle Rules. Any violation of these Official Raffle Rules may result in disqualification and any violation of these Official Raffle Rules by the Winner shall disqualify the Winner from the Raffle and all privileges as the Winner of the Raffle shall be immediately terminated. Entrants release, discharge, and agree to indemnify, defend, and hold harmless BBBSGMV and each of their respective owners, members, directors, officers, managers, employees, parents, subsidiaries, affiliates, agents, and representatives (collectively, the "released parties") from and against any liability for any damages, injury, or losses, to any person (including death), or property, of any kind resulting in whole or in part, directly or indirectly from acceptance, possession, misuse or use of the prize or participation in any raffle-related activity or participation in the raffle.

13. Disqualification; Changes: BBBSGMV may, in its sole discretion, disqualify any individual that tampers or attempts to tamper with the operation of the Raffle, re-sells a Raffle Ticket, violates these Official Raffle Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. BBBSGMV may, in its sole discretion, cancel, suspend and/or modify the Raffle or these Official

Raffle Rules, or disqualify any individual or Raffle Ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. Caution: any attempt by an entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the raffle is a violation of these official raffle rules and of criminal and civil laws and should such an attempt be made, BBBSGMV may seek damages from any such individual to the fullest extent permitted by law.

14. Governing Law; Disputes: The Raffle is governed by the laws of the State of Ohio without giving effect to any choice of law or conflict of law rule of any jurisdiction. Any claims regarding the Raffle that are not released, must be brought in the exclusive jurisdiction of the United States District Court for the Southern District of Ohio or the Court of Common Pleas, General Division, for the State of Ohio, Montgomery County, and each Entrant hereby consents to the personal jurisdiction of such courts for purposes of any such action. The Raffle is void outside the United States and where prohibited by law. Each Entrant agrees that: (a) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle or the Prize shall be resolved individually, without resorting to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorneys' fees; and (c) under no circumstances may Entrant obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. In no event shall BBBSGMV or any of the released parties be liable for damages that exceed the value of the prize to any individual entrant in the raffle.

15. Sponsor; Winning Number: To obtain the winning Raffle Ticket number, please send a request to: Big Brothers Big Sisters 50/50 Raffle, 22 S. Jefferson Street, Dayton, Ohio 45402, together with a stamped, self-addressed envelope. The winning raffle ticket number will be posted at www.bbbsgmv.org/bright.