RULES FOR COMMUNITY FOR CLASSROOMS 50/50 RAFFLE

ELIGIBILITY: Open only to LEGAL RESIDENTS OF THE UNITED STATES RESIDING WITHIN A 150-MILE RADIUS OF CABARRUS COUNTY, NORTH CAROLINA who are EIGHTEEN (18) YEARS AND OLDER at the time of entry.

The Community for Classrooms 50/50 Raffles for the 2025 calendar year (the "Raffles") will be conducted by The Cabarrus County Education Foundation, Inc., a North Carolina non-profit corporation ("Sponsor" or "CCEF"). Your participation in the Raffles means that you unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to the Raffles. To win the prize, you must comply with all facets of the Official Rules and all decisions by Sponsor.

- 1. **RAFFLE PERIODS**. Sponsor will conduct the raffles during the specified dates occurring on a quarterly basis whereas the venue for each date along with the drawing time will be announced well in advance as the dates and subsequent times are finalized for each venue.
 - September 18, 2025
 - December 18, 2025
 - March 19, 2026
 - June 18, 2026
- 2. **TICKETS**. Tickets are \$10 each. Pricing levels on the site include:
 - 1 ticket for \$10
 - 2 tickets for \$20
 - 5 tickets for \$50
 - 10 tickets for \$100
- 3. **ELIGIBILITY**. The Raffles is offered only to those persons who:
 - are eighteen (18) years of age or older at the time of entry.
 - are legal residents of the United States.
 - are residing in the State of North Carolina or within a 150-mile radius of Cabarrus County,
 North Carolina, (the "Territory").
 - agree to these Official Rules to be eligible to win any prize(s).
 - do not need to be present at the drawings to win any prize; however, participants must be
 residing in the Territory at the time a winner is selected. If a winner is selected that does not
 reside within the Territory, then CCEF may select another winner in CCEF's sole discretion.
 - are not volunteers, employees, directors, officers, temporary or contract employees, or agents of CCEF, and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to win the Raffles. Void wherever prohibited or restricted by law.

- 4. **HOW TO PURCHASE RAFFLE TICKETS**. During the Raffle Periods, an eligible entrant may purchase tickets by:
 - Directly purchase at https://ccef.rallyup.com/5050.
 - Online at <u>www.ccefnc.org</u> throughout each Raffle Period. You will be redirected to our raffle host site.
- 5. <u>WINNER SELECTION</u>. 1 winner will be selected live via physical entry whereas although the tickets purchased are digital tickets/entries CCEF will convert all electronic entries into a physical entry before drawing the winner. Winners need not be present at the applicable drawing to win or claim any prize. Decisions of sponsor are final and binding.
- 6. **PRIZES**. Each winner will receive fifty percent (50%) of the gross proceeds, less applicable tax withholdings, from the cumulative sale of the Raffle tickets during their respective Raffle Period (the "Prize"). Sponsor will receive the remaining balance of the proceeds.
 - The maximum cash prize that may be offered or paid for any one raffle is one hundred twenty-five thousand dollars (\$125,000). The total cash prizes offered or paid by any nonprofit organization shall not exceed two hundred fifty thousand dollars in any calendar year.
- 7. **ODDS OF WINNING**. The odds of winning depend on the total numbers of Raffle tickets sold during each Raffle Period.
- 8. **WINNER NOTIFICATION**. The winning ticket number will be selected live at the predetermined scheduled drawing dates and at the location previously advertised as the current live drawing location and displayed online at www.ccefnc.org.
- 9. HOW TO CLAIM PRIZE. In order to claim a Prize, potential winner will be contacted by a CCEF Representative, at the contact information given at the time of entry. Official CCEF 50/50 Raffle tickets are the only valid receipts and the only acceptable proof allowed for claiming a Prize. All Prizes must be claimed in person or via nationally recognized courier service, and CCEF may require receipt of a signed winner affidavit of eligibility, IRS Form W-9, liability/publicity release, and/or, if applicable, a Waiver and Release of Liability form or Sponsor may elect, if permitted by applicable law, to select another winning ticket. Winners have thirty (30) calendar days from the date of the applicable drawing to redeem their winning ticket and claim their Prize. After thirty (30) calendar days, Sponsor may elect, if permitted by applicable law, to select another winner. Within forty-five (45) days following completion of the paperwork required by law and Sponsor, the Prize will be distributed vias a check made payable to the aforementioned winner which must be picked up by the winner at CCEF's offices. If any winner is deemed ineligible, the applicable Prize will automatically be forfeited, not awarded, and Sponsor may choose to elect another winning ticket.
- 10. <u>PUBLICITY RIGHTS</u>. Except where prohibited by law, acceptance of a Prize constitutes winner's permission for Sponsor and any of the Raffle Entities to use winner's name, photograph, likeness, voice, biographical information, statements, social media name and/or handle, and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without notice, review, or approval and without further compensation.

- 11. PRIVACY POLICY. Any personally identifiable information collected during an entrant's participation in the Raffles will be collected by Sponsor, or their designees and used by Sponsor, and/or their affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Raffles as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at https://www.ccefnc.org/privacy-policy. Notwithstanding the immediately foregoing, by purchasing a Raffle ticket and providing personal contact information, each such purchaser opts-in and consents to the receipt of marketing materials, emails, and telephone solicitations from the Raffle Entities and their respective affiliates. All future email communications will provide the opportunity to opt-out of all other future email communications. If you would like your name removed from telephone and other (non-email) Sponsor marketing lists, please send a written request to: Cabarrus County Education Foundation, PO Box 388, Concord, NC 28026, and your name will be removed within 90 days of the request.
- 12. RELEASES BY WINNERS. Except where prohibited by law, all winners, by acceptance of a Prize, agree to release the Sponsor and the Raffle Entities from any and all liability for claims, actions or proceedings for injuries or damages sustained in connection with the receipt, ownership or use of the Prize or while traveling to, preparing for or participating in the Raffle or any prize-related activity. In the event any such claims are allowed, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Raffle but in no event attorneys' and/or experts' fees; and winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages (including attorneys' fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Each winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the winner to execute any document and winners acknowledge that they have not executed any document in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. Each winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document.
- 13. <u>LIMITATION OF LIABILITY</u>. Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of any ticket(s) at any point in the operation of the Raffles; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Raffles; (d) inaccessibility or unavailability of the Internet or any combination thereof.

Entrants agree that the Sponsor (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Raffle or any Raffle-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or

in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Notwithstanding anything to the contrary contained herein or elsewhere, Sponsor, Raffle Entities, and their respective officers, directors, employees, agents, contractors, and volunteers are not responsible for Raffle tickets which are lost, stolen, damaged, destroyed, mutilated, or rendered illegible or invalid due to any other condition.

14. **GENERAL.** Any attempted form of participation in the Raffles other than as described herein is void. All other expenses related to the receipt and use of the prize(s) not specifically mentioned herein are the sole responsibility of the winner. The Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Entry in Raffle constitutes your agreement to abide by these Official Rules. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Raffle if it is not capable of running as planned, including, but not limited to, the following reasons: infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of the Sponsor, and Sponsor will have the right to select the Raffle prize winning tickets from amongst the eligible entries as of the time that any action is taken. In the event of a dispute as to the identity of a winner, the entry will be deemed made by the holder of the winning Raffle ticket, unless such winning Raffle ticket has been signed or otherwise endorsed by another person, in which case, such other person will be deemed the winner of the applicable prize. Neither the Sponsor nor any of the Raffle Entities shall have any liability or responsibility for any claim arising in connection with participation in this Raffle or any prize awarded. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Raffle or the redemption, use or misuse of any prize. In the event of any dispute regarding these Official Rules, the decision of Sponsor is final. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's interpretation of these Official Rules is final and binding in all matters related to the Raffles. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Raffles details contained in these Official Rules and Raffles details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Raffles as set forth in these Official Rules shall prevail.

- 15. TAXES. All winners are subject to IRS and North Carolina rules and regulations regarding gambling winnings. Winners of prizes over \$600 will receive a W-2G form from the Cabarrus County Education Foundation. Sponsor will not distribute monetary prizes to any winner without having received such winner's signed IRS Form W-9. Any winner of a prize greater than \$5,000 will have federal income tax withheld from their winnings in accordance with IRS guidelines and regulations while also receiving form W-2G.
- 16. **GOVERNING LAW/JURISDICTION**. By entering this Raffle, you consent to the laws of North Carolina as the governing laws and to the exclusive jurisdiction of the courts of the state of North Carolina. This Raffle is governed by North Carolina law without regard to its conflict of laws provisions.
- 17. <u>WINNERS' LIST</u>. For the names of the prize winners, send a self-addressed, stamped envelope to be received no later than thirty (30) days following the Sweepstakes Period to: Cabarrus County Education Foundation PO Box 388 Concord, NC 28026 requesting the 50/50 Raffle Winner List.
- 18. **SPONSOR CONTACT**: CCEF Representative, Amy Gough ccefdirector@ccefnc.org

CCEF Foundation trademarks, service marks, and copyrights are proprietary to the Cabarrus County Education Foundation. All rights reserved.