

Aultman Health Foundation -- Win George's Corvette Raffle OFFICIAL RULES

1. Purpose: The Aultman Health Foundation ("Sponsor") is a 501(c)(3) nonprofit entity that supports the integrated Aultman Health system as well as health and wellness in our community. Funds raised through this Win George's Corvette raffle will support the Foundation's activities. A total of 2500 raffle tickets will be sold at \$200 per ticket.

2. Eligibility: The Aultman Foundation Win George's Corvette Raffle ("Raffle") is open to legal residents of the state of Ohio who are at least eighteen (18) years old and have a valid driver's license at the time of entry. **Raffle is void where prohibited or restricted by law.**

3. How To Enter: Entrants must purchase a Raffle Ticket and submit a completed entry form online during the Entry Period. The Entry Period begins on October 23, 2020 and ends on March 15, 2021, or (if earlier) when all 2500 raffle tickets are sold. The entry form will ask for the entrant's name, phone number, email address and a home address. Entrants may purchase as many raffle tickets as desired.

4. Agreement to Official Rules: By entering, each entrant agrees to these Official Rules and Sponsor's decisions, which are final and binding. Winning a prize is contingent on winner's compliance with all requirements of the Official Rules. Sponsor has no obligation to return any entry or make any refunds if an entrant is deemed ineligible for any reason. As the IRS has taken the position that amounts paid for raffle tickets are not gifts to the sponsoring nonprofit organization, the purchase of a raffle ticket does not qualify as a deductible charitable contribution.

5. Grand Prize Winner Drawing: The Grand Prize winner will be selected in a random drawing from all eligible entries received during the Entry Period. The drawing will be held on or about March 23, 2021. The odds of winning depend on the number of eligible entries sold.

6. Interim Prize Drawings: There will be two (2) Interim Prize Drawings on the following dates, for the specified prizes. Each winner will be selected in a random drawing from all eligible entries received prior to the Interim Prize Drawing Date. The odds of winning depend on the number of eligible entries sold by the day of each interim drawing:

- December - \$500
- February - \$500

7. Winner Requirements: The winner will be notified by phone and/or email. The winner need not be present to win. To be awarded a Prize, the winner must sign and return a Declaration of Eligibility and Liability/Publicity Release, which must be received by Sponsor within seven (7) days of the date of the notice is sent. If a potential winner cannot be contacted, fails to timely return the Declaration of Eligibility and Liability/Publicity Release, or does not comply with these Official Rules, the potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize will be awarded to another randomly-selected entry.

Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, comments and/or prize information in its publicity and promotional materials without further permission or other consideration, except where prohibited by law.

8. Grand Prize: The GRAND PRIZE is a 1959 Corvette, with a \$75,000 appraised value, or the winner's choice of \$50,000. The vehicle was previously owned by its donor, and is awarded "as is" and with no warranty or representations. The depiction of the Prize Vehicle in any advertising or promotional materials may not reflect the actual condition or status of the vehicle.

To win the Corvette, the Winner must be a licensed driver and will be required to provide proof of car insurance at time of delivery. Winner is responsible for title, license, registration, sales or transfer tax, income tax on the prize value, auto insurance and any other fees and taxes associated with prize receipt and/or use

(including any transportation costs associated with picking up the prize). The winner will be required to furnish his or her Social Security Number for tax purposes; the winner's name, address and social security number will be reported to the IRS as required by law. Winner may be required to pay withholding taxes prior to receipt of Grand Prize.

Winner must take delivery of prize from its location in Ohio and is responsible for all transportation to and from delivery point. Sponsor is not responsible for delays in delivery of the prize vehicle, or for the condition of the vehicle. The winner shall bear all risk of loss or damage to the Prize vehicle after it has been delivered to the specified delivery point.

The Prize is non-transferable. No substitution will be made except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason.

9. Release: By entering this promotion, and/or by receipt of any prize, entrants and winners agree to release and hold harmless the Sponsor and its affiliates, Board Members, employees, representatives, agents, prize donor(s), Facebook, Instagram, Twitter and/or any social media platform used to promote the Raffle (collectively, the "Released Parties") from and against any claim or cause of action, whether known or unknown, and whenever any such claim may arise, including but not limited to claims for personal injury, death, or damage to or loss of property, arising out of participation in the Raffle or the receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right in its sole discretion to cancel, suspend and/or modify the Raffle, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Raffle, or if the Raffle cannot be held as planned, or if the Prize vehicle is lost or destroyed. Sponsor also reserves the right to disqualify any individual believed to be tampering with the submission process or the operation of the Raffle or to be acting in violation of the Official Rules. Any attempt by any person to interfere with the operation of the Raffle may be a violation of criminal and civil law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Raffle; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Raffle; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Raffle; (5) late, lost, undeliverable, damaged or stolen mail or email; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Raffle or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected, illegible, or undeliverable Entries or notifications.

12. Disputes: Each entrant in the Raffle agrees that (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Raffle (including without limitation, any alleged violation of these Official Rules, or any claim that these Official Rules (or any part thereof) are invalid, illegal, or otherwise void shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in Cleveland Ohio under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures; (b) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the entrant's participation in this Raffle or otherwise accessing this Raffle, but in no event attorneys' fees; and (c) under no circumstances will an entrant be permitted to obtain awards for, and entrant hereby waives, all rights to claim, punitive, special, incidental, and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that

either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall an entrant to the Raffle seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of this Raffle, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Raffle or any content or other material used or displayed on this Raffle.

All issues and questions concerning the Raffle and these Official Rules shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to any choice of law or conflict of law rules. Each entrant irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Ohio. This Raffle is conducted pursuant to the laws of Ohio. Raffle is void where prohibited or restricted by law.

13. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy at <https://aultmanfoundation.org/home/privacy-policy>.

14. Winner List: The name and city/state of residence of the Winner will be posted on Sponsor's website. For a winner's list, send a request by U.S. mail, along with a stamped, self-addressed envelope to Sponsor at: Win George's Corvette Raffle, The Aultman Foundation, 2600 Sixth St. S.W., Canton, OH 44710. Sponsor must receive any winner's list request prior to April 1, 2021.