



Greater Cleveland Sports Commission's 50/50 Raffle

Rules & Regulations

Void where prohibited by law.

Please read these Official Rules before entering the Greater Cleveland Sports Commission's 50/50 Raffle (the "Raffle"). By purchasing a ticket, you represent that you meet all of the below-stated requirements and agree to be bound by these Official Rules, and by the decisions of Greater Cleveland Sports Commission ("GCSC"), (the "Sponsor"), a 501(c)(3) charitable organization, or its representative.

1. **THE RAFFLE:** Greater Cleveland Sports Commission ("GCSC"), ("Sponsor") is an online raffle whereby tickets are sold online as a fundraiser for the GCSC in association with the Greater Cleveland Sports Awards. Sales for the raffle will begin at 9:00am on Tuesday, February 5, 2021. The purchaser will receive an email with a receipt including each ticket number that was purchased. Tickets will be sold online up until 8:00pm on Friday, March 5, 2021. One winning ticket will be drawn and announced on or around 12:00pm on Monday, March 8, 2021. The selected winning number will be posted on clevelandsports.org, twitter.com/clesports, facebook.com/clesports and Instagram.com/greaterclesports. The one individual that has purchased the winning raffle ticket will win fifty percent (50%) of the net proceeds (also known as "Pot", or "Pool"). All remaining proceeds from the Raffle shall be retained by the Greater Cleveland Sports Commission. See ONLINE RAFFLES
2. **EARLY BIRD PRIZE:** An Early Bird Prize will be available for all tickets that have been purchased prior to 8:00pm on Tuesday, February 16, 2021. The winner of the Early Bird Prize will be announced on Wednesday, February 17, 2021 on clevelandsports.org, twitter.com/clesports, facebook.com/clesports and Instagram.com/greaterclesports.
3. **ELIGIBILITY:** The Raffle is only open to residents of the State of Ohio. Only one winner per ticket is allowed. Need not be present to win. **VOID IN ANY JURISDICTION WHERE PARTICIPATION IS PROHIBITED.**

All federal, state, and local laws and regulations apply. By entering the Raffle, you represent and warrant to Sponsor that you meet these criteria. You further represent and warrant that your participation in or attempted participation in the Raffle does not violate any federal, state, or local law or regulation that governs your entry into the Raffle. By participating in the Raffle, you unconditionally accept and agree to comply with and abide by these Rules

and Regulations and Sponsor's interpretation of and decisions under these Official Rules, which will be final and binding in all respects.

4. **ENTRY:** You may enter the Raffle, if you meet the eligibility requirements, by agreeing to follow these Official Rules and purchasing Raffle ticket in various price points from. Entries for special online raffles may be purchased by credit card at www.clevelandsports.org by persons located in the state of Ohio at the time of purchase during the raffle selling period. Tickets for the online Raffle are available for purchase in the following increments: 5 tickets for \$10, 20 tickets for \$20 and 100 tickets for \$50. See **ONLINE RAFFLES**. All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. The Sponsor is not liable for any lost, later, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause or person responsible including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem.

5. **DRAWING:** The prize winner will be selected in a random drawing from among all eligible Raffle tickets purchased during the online Raffle. All eligible tickets will be printed out and placed in a receptacle for drawing. The drawing will be at 11:00am on Monday, March 8, 2021 and the winning ticket number will be announced at 12:00pm on Monday, March 8, 2021. The drawing will be conducted by the Sponsor whose decision will be final. The selected winning number will be posted on Twitter, Facebook, Instagram and online at www.clevelandsports.org.

6. **HOW TO CLAIM A PRIZE:** To claim a prize, the holder of the selected Raffle ticket (a "Prize Claimant") must contact Sponsor and present the winning Raffle ticket to the Greater Cleveland Sports Commission office, or they can contact a GCSC Representative by calling 216-363-1107 within thirty (30) days of the drawing. The 50/50 Raffle ticket is the only valid receipt for claiming a prize and must be redeemed either in person or via mail. Each Prize Claimant must provide Sponsor with all information required to claim a prize (including tax identification information).

The Prize Claimant will receive a Drawing Award Receipt ("Winner's Declaration") in the form approved by Sponsor which must be executed and returned to Sponsor prior to receipt of the Prize. The Winner's Declaration will include consent to the use of the Prize Claimant's name, photograph, and likeness for advertising and publicity purposes without additional compensation.

In the event a Prize Claimant: (a) does not notify Sponsor within thirty (30) days of drawing; (b) is ruled ineligible for any reason; (c) refuses the prize; or (d) does not return an executed Winner's Declaration within thirty (30) days, the Prize will be forfeited and will be retained by Sponsor. Sponsor has no obligation to contact potential winners. All prizes will be delivered via check within thirty (30) days of the winner delivering the winning Raffle ticket, executed Winner's Declaration, and all other required documents to Sponsor. For security and safety reasons, no cash payments will be made to Raffle winners. Unclaimed winnings will be retained by the Sponsor.

7. **TAXES:** Each participant 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 Prize Claimant is solely responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded prize. Furthermore, each Prize Claimant acknowledges that federal law may require a tax withholding on certain prize values that must be collected from winners' award or distribution. Federal, state withholding laws are subject to change without notice. The withholding laws in effect at the time each prize is claimed will be followed and any required tax forms must be signed prior to the prize being awarded.

8. ODDS: The odds of winning the raffle are based on the total number of raffle tickets purchased during the raffle period.

9. ONLINE RAFFLES: The sponsor may from time to time offer Special Online Raffles that have extended stated raffle periods. Eligible tickets must be purchased at www.clevelandsports.org during the specified time. Greater Cleveland Sports Commission is not liable for lost, late, misdirected, incomplete, illegible, undeliverable, 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 will be made except as otherwise determined by GCSC in its sole discretion.

10. PURCHASING ONLINE RAFFLE TICKETS: All purchases must be made by the eligible entrants who are located within the state of Ohio at the time of purchase. Only credit card transactions will be accepted (no cash purchases). Data charges may apply to use of mobile phone/device to participate in the raffle.

11. DISPUTES AND GOVERNING LAW: The Raffle shall be 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 State or Federal Courts in Cuyahoga County, Ohio, and Participant hereby consents to the personal jurisdiction of such courts for purposes of any such action.

The Raffle is void where prohibited by law.

12. Release and Indemnity.

By participating or attempting to participate in the Raffle, even if ineligible, you release, indemnify, and hold harmless the Sponsor, Facebook, Twitter, and Instagram, and all related individuals and entities (collectively, the "Released Entities"), including directors, officers, employees, agents, and independent contractors, from any and all liability, costs (including attorneys' fees), losses, damages (including punitive, incidental, consequential, and special damages and lost profits), claims, or actions of any kind arising out of or relating to the Raffle in any way, including, but not limited to, (1) Participants' participation in the Raffle; (2) any errors in evaluating the eligibility of Participants; (3) any acceptance, possession, ownership, misuse or use of the prize; (4) any typographical, mechanical, technical, programming, human, or other error or malfunction in the printing, offering, selection, operation, or announcement of the Raffle, Raffle tickets, and/or the prize; (5) any technical malfunctions of the Raffle website, Raffle ticket hardware, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; and (6) any lost/delayed data transmissions, omissions, interruptions,

viruses, bugs, defects, and/or any other errors or malfunctions, even if caused by the negligence of the Released Entities.

13. Tampering with Raffle

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE RAFFLE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF THESE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GCSC MAY DISQUALIFY, AND GCSC RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW FROM, ANY INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT.

14. Publicity Release.

As a condition for entering the Raffle, each Participant gives consent for Sponsor to obtain and deliver her or his name, address, and other information to third parties for the purpose of administering the Raffle and to comply with applicable laws, regulations, and rules. Any information Participants provide to Sponsor may also be used to communicate with such Participants regarding the Raffle or subjects unrelated to the Raffle.

Subject to applicable law, by participating in the Raffle, Participants irrevocably grant Sponsor and each of its designees, licensees, successors, assigns, and sub-licensees the right and permission to use their name, voice, likeness, biographical material, and all materials created in connection with the Participant's acceptance of any prize, for advertising, promotional, and/or publicity purposes in connection with the Raffle, in all forms of media (including photographs, video footage, and audio clips) and by all manners (now and hereafter known), and in connection with related products, services, advertising, and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice, or consideration. 14. Suspension / Modification / Termination.

Sponsor reserves the right to suspend, cancel, terminate, or modify the Tournament without notice.