## Grand Canyon University Learning Lounge 50/50 Raffle Official Rules

**General**. By participating in the Grand Canyon University 50/50 Raffle ("Raffle"), entrants agree to be bound by these Official Rules and by the decisions of Grand Canyon University ("GCU"), which shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state, and local laws and is void where prohibited.

**Jackpot**. The "Jackpot" shall be the total net proceeds from raffle tickets sold for that drawing ("Raffle Tickets"), which is the gross total, less reasonable expenses incurred by GCU for the operation of the Raffle. The Jackpot will be publicly posted during the Raffle. In the event there is a surplus of expenses deducted, such proceeds shall be retained by GCU and donated to charity. In the event an insufficient amount is deducted to cover GCU's expenses, GCU shall absorb such expenses.

Prize. Each winner will receive a prize equal to fifty percent (50%) of the Jackpot.

**Organization Proceeds**. Fifty percent (50%) of the Jackpot will benefit GCU, an Arizona nonprofit and 501(c)3 organization, and GCU's Students Inspiring Students scholarship (SIS). The full-tuition SIS scholarship was developed to provide educational opportunities for inner-city high school students with limited financial means.

**Eligibility**. The Raffle is open to all persons age eighteen (18) and older and subject to these Official Rules.

**Purchasing Raffle Tickets**. The purchase price for the Raffle Tickets is as follows: 3 tickets for \$5.00; 10 tickets for \$10.00; 30 tickets for \$20.00; 100 tickets for \$40.00. There are no discounts or complimentary Raffle Tickets. Raffle Tickets will be sold from the opening of the Ballpark's gates through the end of the sixth (6th) inning. There is no limit to the number of Raffle Tickets an individual may purchase. Each entrant will receive a ticket stub which will state the date, time, amount purchased and all ticket numbers corresponding to his/her purchased Raffle Ticket(s). Entries or ticket stubs which are or appear to be tampered with are void. GCU shall be the sole judge of the validity and eligibility of all entries. All Raffle Tickets are only valid for the drawing held on the date of purchase or on a subsequent date if games are combined.

**Raffle Tickets are Not Tax Deductible**. 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 the entry does not qualify as a deductible charitable contribution.

**Taxes**. Each winner shall be responsible for any and all travel, costs, federal, state and local income or excise taxes, fees, assessments and like charges associated with a prize. At the time of this printing, federal law requires that a tax withholding on certain prize values must be collected from winners upon award and distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each prize is claimed will be followed. A shared prize claim by multiple persons shall not reduce any applicable withholding on the total amount awarded.

Selection of Winner. During the announced inning, one (1) Raffle Ticket will be drawn by GCU to determine the winner of the prize. The number of the winning Raffle Ticket will be announced in the Ballpark, posted at the GCU Learning Lounge 50/50 Raffle table, and listed on our Facebook (@GCULounge) and Instagram (gcuk12learninglounge). Participants may also call 602.247.2030 to inquire.

**Prize Claim**. Within seven (7) days of the applicable drawing, the prize claimant must notify GCU in person, or send an email message to <u>k12learninglounge@gcu.edu</u>, and present the winning Raffle Ticket to claim a prize. Prize claimants must provide GCU with all information required to claim a prize (including tax identification information). The prize claimant will receive an AFFIDAVIT OF ELIGIBILITY & LIABILITY/PUBLICITY RELEASE ("Release") which must be executed and returned to GCU when prize is claimed. In the event a claimant: (a) does not notify GCU within seven (7) days of the drawing; (b) is ruled ineligible for any reason; (c) refuses the prize; or (d) does not return an executed Release, the prize will be forfeited and will be retained by GCU for charitable use. GCU has no obligation to contact potential winners. All prizes will be paid in cash upon delivery of the winning Raffle Ticket, executed Release, and all other required documents to GCU.

**Odds.** The odds of winning the Raffle depend on the number of Raffle Tickets purchased for the drawing.

**Transfer of Raffle Tickets or Prize**. Persons who purchase Raffle Tickets may opt to give away their Raffle Tickets to other eligible persons, but in doing so the purchaser waives any claim he/she might otherwise have to the prize. Purchasers of Raffle Tickets may not re-sell their Raffle Tickets to other parties and may not knowingly give Raffle Tickets away to others for the purpose of allowing those other parties to re-sell such Raffle Tickets. All Raffle Tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive Raffle Tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a prize. A winner may transfer his/her prize to a third party provided that the following conditions are met: (a) the transferee would have otherwise been eligible to enter the Raffle (age eighteen (18) or older); (b) the transferee shall be responsible for all taxes and costs described in these Official Rules; and (c) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the winner.

**Judges.** The Raffle will be conducted and supervised by GCU; whose decisions are final. GCU reserves the right to modify these Official Rules at any time. GCU reserves the right, in its sole discretion, to cancel or suspend the Raffle should unauthorized human intervention or other causes corrupt the administration, security, fairness, integrity or proper operation of the Raffle.

**Release of Liability**. By entering into the Raffle, all entrants agree to: (a) be bound by these Official Rules; and (b) release the Grand Canyon University and Bump 50:50, and their respective parent corporations, subsidiaries and affiliates, together with their owners, partners, employees, officers, directors, sponsors, and agents, including advertising and promotion agencies from any and all liability with respect to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Raffle, or from any travel or activity related to the receipt or use of any prize.

**Dispute Resolution.** To the extent permitted by law, entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Raffle or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts located in Phoenix, Arizona; (2) 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'

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fees; (3) UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES (OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES), ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**Publicity Release**. Each winner, by accepting a prize, grants GCU and its designees and affiliates, full permission, except where legally prohibited, to use such winner's name, address (city and state only), photograph, voice and/or other likeness, and prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide and in perpetuity. Each winner shall execute all documents that GCU may require to be signed in connection with this release.

**Governing Law**. The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Arizona. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules shall remain enforceable to the fullest extent permitted by law. The venue for any cause of action arising out of the Raffle or these Official Rules shall be located in Maricopa County, Arizona.

**Winners List.** A "Winners List" is available by sending a self-addressed stamped envelope to: Grand Canyon University, Attn: K12 Outreach Director, 3300 West Camelback Road, Phoenix, AZ 85017.