

2018 Mazda CX-5

Terms and Conditions

By participating, you agree that:

ELIGIBILITY: You must be 18 years or older to purchase a raffle entry. All Elder High School and the Archdiocese of Cincinnati (collectively, "EHS") staff, board, committee members, and employees are eligible to participate and can win a prize in the raffle. Purchasers of raffle tickets must be a US resident physically residing in the United States and not be precluded from participating by any governmental law or regulation. An affidavit of eligibility may be required from prize winners. NOTE, HOWEVER THAT METHODS OF PURCHASE MAY BE LIMITED BASED ON YOUR RESIDENCY. All federal, state, and local laws and regulations apply. Raffle tickets are non-transferrable. All ticket sales are final. No refunds will be made, except under the following circumstances: any payment received after the deadline for the applicable method of entry. No other refunds are available except in the exclusive discretion of EHS. VOID WHERE PROHIBITED. Any questions about these Terms and Conditions should be directed to the Raffle Administrator: Mary Beth Meyer, meyermb@elderhs.net.

RAFFLE TICKET PURCHASES: EHS and its agents, volunteers, partners, employees, students, and employees assume no liability for lost, late, misdirected, mutilated, illegible, or undelivered entries. Entries received without proper payment will be deemed invalid and shall be disqualified immediately. All purchases of tickets are non-refundable (except at the discretion of EHS in the event of ineligibility).

Tickets may be purchased:

- (i) in person at Elder High School during regular business hours until 3:00 PM on Friday, October 12, 2018,
- (ii) in person from person-to-person sales from EHS volunteers, students, or representatives until the Draw Date,
- (iii) in person at Elderama Auction at 3900 Vincent Avenue, Cincinnati, OH 45205 (Fieldhouse) on the Draw Date,
- (iv) by telephone by dialing (513)921-3422 during the hours of 8:00 AM until 3:00 PM (ET), Monday through Friday by speaking with a EHS representative until Friday, October 12, 2018, (note that no tickets may be purchased by voicemail message).
- (v) for Ohio residents only, via internet purchase at elderhs.org until 3:00 PM on Friday, October 12, 2018.

Entrants who purchase ticket entries using options (iv) or (v) must provide a valid email address since entry confirmation numbers will be sent via email. When an order is placed using options (iv) or (v), an authorized representative from EHS will complete the ticket entry by filling in the name, address, and phone number provided and will enter the raffle ticket in the drawing. Checks should be made payable to Elder High School. Credit cards accepted are Visa, MasterCard, Discover and American Express.

[Please Note: The mailing and email addresses provided during the ticket purchase shall be considered as the addresses for all future correspondence between EHS and the entrant. If either of these addresses changes it is the entrant's responsibility to inform EHS of such change, via the Raffle Administrator, see above].

RAFFLE TICKET PRICES: Ticket prices are 1 ticket for \$50 each or 6 tickets for \$200.

DRAWINGS: The Draw Date is Saturday, October 13, 2018 beginning at approximately 10:00 PM (ET) during the Elderama Auction at 3900 Vincent Avenue in Cincinnati, Ohio. Ticket sales shall cease at that time. In this raffle only one ticket will win the car, and there is no possibility of a tie. Each ticket will be entered separately in the drawing. Each ticket has a separate and equal chance of winning as prizes are being drawn. Previously drawn winning tickets are no longer eligible for further prizes;

however a single entrant may purchase multiple tickets and each ticket shall be separately entered and separately eligible for winning.

GRAND PRIZES: The prize winners will have ten (10) business days from the Draw Date to make arrangement for the pick-up of their prize from Elder High School, 3900 Vincent Avenue, Cincinnati, OH 45205. The value of the grand prize is approximately \$33,600; **WINNERS SHALL BE SOLELY RESPONSIBLE FOR TAXES (INCLUDING INCOME TAX), TITLE, INSURANCE, FEES, AND ALL OTHER CHARGES OR EXPENSES ASSOCIATED WITH THE CAR OR OTHER PRIZES, AND SHOULD CONSULT A TAX ADVISOR WITH ANY QUESTIONS REGARDING THE SAME.**

NOTIFICATION OF WINNER: Winner need not be present to win. Winner will be notified by phone and by email required procedures to claim the prize. Winner's name will be posted at <http://elderhs.org> within two (2) business days after the Draw Date. Winner may have up to ten (10) business days of the Draw Date to finalize the process of acquiring the prize. Winner's name and location by city or town and photo may be printed in select media and at <http://elderhs.org> and in news releases and other publicity for and from EHS. If the winner is unable to be contacted or located after a period of ninety (90) days from the Draw Date, the prize will be donated to EHS. Three (3) attempts will be made to contact the winning entry via phone, email, and registered mail at the contact information provided by the entry purchaser. To claim a prize, a ticket stub or emailed confirmation number together with a photo ID will be required. An affidavit of eligibility may be required from prize winner.

TAXES AND IRS RULES: Winner is responsible for any and all federal, state, and local income or excise taxes, fees, assessments, and like charges associated with the prize. Winner will be responsible for all costs associated with retrieval and/or delivery of their prize. The cost of the raffle ticket is not tax deductible. Please consult your tax advisor with any questions. Winner shall cooperate with providing necessary information for reporting of the winnings for tax purposes.

WAIVER AND LIMITATIONS OF LIABILITY: Entrants, by participating (and winners, by accepting the prize) release EHS, the Archbishop of Cincinnati, and each of their respective agents, staff, employees, volunteers, members, and independent contractors and each of their respective officers, directors, partners, employees, and agents (including advertising and promotion agencies) (collectively, the "Released Parties") from any and all liability with respect to participation in the promotion and possession or use of the prize awarded. Entrants will not hold the Released Parties responsible or liable for any or all accidents, theft, or damages resulting by their participation in this event. Entrants further agree that they did not receive any representations, warranties, or guarantees, express or implied, in fact or in law, relative to any prize. By purchasing a ticket, the entrant acknowledges and agrees to be bound by these rules and regulations. Any liabilities shall be limited to the price paid for ticket purchases and, in the event of any dispute, EHS's decision shall be final.

RELEASE: Entrants, by participating, agree to allow EHS and its media and advertising partners to use their name, photos, videotape, likeness, and statements in promotional material without compensation. EHS will not share other personal information from entries with other organizations.

RULES: The Official Rules and the Raffle conducted pursuant thereto shall be construed and enforced accordance with and is subject to the applicable provisions of the Ohio Constitution (Section 6 of Article XV), and Ohio's Bingo and Raffles Law (Ohio Revised Code, Title 29, Chapter 2915). If there is a conflict between these Rules and the laws of the State of Ohio, the laws of the State of Ohio shall govern. This Raffle is void where prohibited. These Official Rules may not be waived, modified, or supplemented except in writing by EHS. EHS reserves the right not to proceed with the Raffle in its discretion and, in such event, an entrant's sole and exclusive remedy shall be to receive a refund of the cost of the entry, without interest. **ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THESE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES AND CONDUCTED IN CINCINNATI, OHIO, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ATTEMPT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS RAFFLE,**

WEBSITE, OR OTHER METHODS OF ENTRY OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD ANY SUCH AN ATTEMPT BE MADE, EHS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY ANY SUCH INDIVIDUAL FROM PARTICIPATION IN THE RAFFLE. All proceeds benefit Elder High School, a 501(C)(3) entity.

Dated: June 18, 2018