

## Charlotte Steeplechase Foundation, Inc.'s Scratch-Off Raffle: Official Raffle Rules

Charlotte Steeplechase Foundation, Inc. (“**Sponsor**”), a North Carolina non-profit corporation producers of the Queen’s Cup Steeplechase, is pleased to be conducting this fundraising raffle (the “**Raffle**”). In order to participate in the Raffle, you must agree to these terms and conditions (“**Rules**”).

PLEASE CAREFULLY READ THE RULES BEFORE BUYING A RAFFLE TICKET. THE RULES CONTAIN IMPORTANT PROVISIONS ABOUT THE RAFFLE AND SPONSOR’S OBLIGATIONS WITH RESPECT TO THE RAFFLE. YOUR PURCHASE OF A RAFFLE TICKET CONSTITUTES YOUR ACCEPTANCE OF THESE RULES. In particular, please pay careful attention to the eligibility provision below. Eligibility is limited, and this Raffle is void where prohibited.

### 1. Raffle Rules.

- a. **Purpose.** The purpose of the Raffle is to raise money for Sponsor and its long-time charitable beneficiary, the Alzheimer’s Association of Western North Carolina. The Raffle is being lawfully conducted pursuant to N.C. Gen. Stat. 14-309.15. No less than ninety percent (90%) of the net proceeds of the raffle will be used for charitable, religious, educational, civic, or other nonprofit purposes.
- b. **How to Enter.** To enter the Raffle, you must purchase one or more raffle tickets at the Queen’s Cup Steeplechase (the “Steeplechase”) on Saturday, April 29, 2017. Each ticket costs \$25.
- c. **Quick Summary of the Game.** The official description is below (be sure to read it!), but here’s a quick summary:
  1. Scratch off your ticket to reveal your five numbers.
  2. Record the entry number of each winning horse during the Steeplechase.
  3. Compare the numbers on your ticket with the winning horse entry numbers. If the numbers match for each race, promptly deliver your ticket to Sponsor.
  4. Sponsor will enter all qualifying tickets into a raffle drawing. The winner of that raffle drawing wins the grand prize.
- d. **Detailed Summary of the Game.** Each raffle ticket consists of five scratch-off numbers, one number for each of the five races at the Queen’s Cup Steeplechase. After you buy a ticket and scratch it where indicated, you will find a horse entry number for each race. If the horse entry numbers on your ticket match the winning horse entry numbers for each of the five races, your ticket is a “**Qualifying Ticket.**” All Qualifying Tickets must be completed and delivered in person to the Queen’s Cup office at 6103 Waxhaw Highway, Mineral Springs, NC 28108-0070 before 3:00 p.m. eastern on Monday, May 1, 2017 (“**Submission Deadline**”). Within 48 hours after the Submission Deadline, Sponsor will randomly select, via a raffle drawing, a winner from the pool of Qualifying Tickets (the “**Winner**”). The Winner does not have to be present to win. Sponsor will contact the Winner using the contact information provided in the winning submission and confirm that the Winner accepts the prize acceptance agreement, which will include an affidavit of eligibility, a liability release, and a publicity release (“**Grand Prize Affidavit**”). If the Winner fails to respond to Sponsor promptly after being contacted, proves to be ineligible under these Rules, or opts not to sign the Grand Prize Affidavit, Sponsor will select alternative Winners from the pool of entries until the earlier of (i) Sponsor finds a responsive, qualifying Winner who signs the Grand Prize Affidavit, or (ii) Sponsor runs out of Qualifying Tickets.

2. **Prize.** The grand prize is a check in the amount of \$10,000.00 (“**Grand Prize**”). At Sponsor’s cost, Sponsor will deliver the Grand Prize to the Winner at the address designated in the Grand Prize Affidavit.

3. **Refund For Horses Who Fail to Start Race.** If the number on your ticket for any race corresponds to a horse who fails to start that race, you may mail your ticket to Sponsor at Charlotte Steeplechase, Attn: Refund Manager, Post Office Box 70, Mineral Springs, NC 28108-0070 for a full refund. A horse is considered a “starter” if the horse and jockey leave the parade ring, regardless of whether the horse actually starts at the flag drop. All such refund requests must be post-marked on or before May 1, 2017. Upon receipt of your ticket, Sponsor will mail you a check in the amount of \$25 to the address indicated on the ticket. Sponsor is not responsible for any delivery issues that arise due to your failure to legibly include your address on your returned ticket.

4. **Sponsor.** Sponsor is the sponsor of the Raffle. Sponsor is located at PO Box 70, 6103 Waxhaw Highway, Mineral Springs, NC 28108-0070. Sponsor is registered with North Carolina's Charitable Solicitation Licensing Division (Reg. No. SL004913).

5. **Eligibility.** The Raffle is open to individuals who are (a) 18 years of age or older at time of entry, and (b) a legal resident of the United States of America ("Entrants"). Each eligible person who purchases a raffle ticket shall be referred to herein as an "Entrant." Directors, officers, employees, contractors, and agents of Sponsor and its affiliates and members of their immediate families (spouses, parents, siblings, and children) are not eligible to enter or win. The Raffle is subject to all applicable federal, state, and local laws and regulations and is **VOID WHERE PROHIBITED**. Purchasing a ticket constitutes an Entrant's full and unconditional agreement to the Rules. Sponsor's decisions relating to the Raffle are final and binding in all matters relating to the Raffle.

6. **Odds of Winning.** The odds of winning depend on (a) the number of horses that run each race, and (b) the number of tickets printed in connection with the Promotion. You will not know how many horses are running until the day of the event, but as an illustration, if 7 horses run in each of the five races, the odds of a ticket being a Qualifying Ticket would be 1:16,800. Moreover, because only a limited number of tickets will be printed by Sponsor, it is possible that no Qualifying Tickets will be sold or redeemed, in which case, there would be no Winner.

7. **Prizes.** Winning the Grand Prize is contingent upon your fulfilling all the requirements in the Rules and signing the Grand Prize Affidavit. Failure to claim the Grand Prize by the time or in the manner specified in that notification will invalidate any claim to the Grand Prize. The Grand Prize is not transferable. After the Winner has been notified and has complied with all of these Rules, Sponsor may announce the Winner on its website, Facebook Page, Twitter account, or through other media, as it determines in its sole discretion.

8. **Taxes.** The Winner will be solely responsible for all applicable taxes, fees, and surcharges associated with receipt and/or use of the Grand Prize. Sponsor may report the result to the IRS, and the IRS may require Sponsor to withhold estimated taxes on the winnings prior to releasing the Grand Prize to the Winner. Sponsor accepts no responsibility for the Winner's tax obligations and recommends that the Winner consult with a tax advisor.

9. **Disputes.** The Raffle and these Rules are governed by the laws of the State of North Carolina, without reference to any applicable choice of law provisions. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within Mecklenburg County, North Carolina. By entering the Raffle, Entrants consent to the jurisdiction of the state courts of North Carolina and the federal courts located within North Carolina with respect to any action, dispute, or other matter pertaining to or arising out of the Raffle. Entrants agree that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by them, including costs associated with entering this Raffle, but in no event attorneys' fees, and (b) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual 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.**

10. **General Rules.** Any failure by an Entrant to comply with any of these Rules may result in disqualification from the Raffle. Sponsor has the sole and absolute discretion to disqualify any entrant. Sponsor is not responsible for any typographical errors in these Rules or in any other communication surrounding the Raffle or for any technical malfunction or error relating to the Raffle. Sponsor reserves the right to cancel or extend the Raffle at any time in its sole discretion. Sponsor reserves the right to amend or interpret the Rules at any time, upon published notice to participants on its website. Entrants agree to release, indemnify, and hold harmless Sponsor and its directors, officers, employees and agents from any and all liability arising out of their participation in the Raffle. Any attempt by an individual to undermine the legitimate operation of the Raffle is a violation of criminal and civil laws. In the event such an attempt occurs, Sponsor reserves the right to seek damages from such individual to the fullest extent permitted by law. **IN NO EVENT SHALL SPONSOR HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER IN RELATION TO THE RAFFLE OTHER THAN AS SET FORTH IN THESE RULES.**