



## Unite + Divide Terms and Conditions

Unite + Divide is a fundraising event conducted by Butler County United Way each month throughout the year. This fundraiser may also be conducted at other select events (an "Event") to be separate from the ongoing monthly event. By purchasing an entry, each eligible participant (a "Participant") represents that s/he meets all of the below-stated eligibility requirements and agrees to be bound by these Official Rules, all applicable laws, ordinances and regulations, and by the decisions of Butler County United Way (BCUW), a 501(c)(3) charitable organization, or its authorized representative.

### 1. RAFFLE PERIOD:

Ongoing Monthly Event: The sale of entries will be made available for purchase at the start of each month and will end at 12:00 Noon on the last business day of each month ("Raffle Period"). The drawing for the winner of half of each monthly collection will be held at 3:00 PM on the last business day of each month.

Select Events: The sale of entries will be made available for purchase at the start time of each event, sales ending at the posted time displayed at the event. BCUW reserves the right to extend any Raffle Period during any Event at its sole discretion.

2. ELIGIBILITY: The Raffle is open to legal residents of the 50 United States and District of Columbia, eighteen (18) years of age or older, who are: i) physically present for the applicable Event; OR ii) physically located within the state of Ohio at the time of entry. Employees, independent contractors, raffle sponsors and volunteers of BCUW are not

eligible to enter or win. The raffle is subject to all applicable Federal, state and local laws. The raffle is void where prohibited by law.

3. ENTRY: Entries may be purchased online remotely by use of a mobile phone, laptop, desktop computer, or tablet with internet capability and valid credit card. Entries may be purchased (i) online at <https://bit.ly/uniteddividebcuw>. The purchase cost of an Entry varies based upon the quantity of Entries purchased as follows: One Entry for \$1, Six (6) Entries for \$5; Twenty (20) Entries for \$10; Fifty (50) Entries for \$20. The pricing of Entry tickets is also subject to change at the sole discretion of the BC UW based on specialized promotions for individual Events. Each Entry purchased will be considered one (1) entry into the Raffle.

The running total from Entry sales will be periodically displayed and updated at [www.bc-unitedway.org/uniteddivide](http://www.bc-unitedway.org/uniteddivide) or at a designated location at each Event. A Participant may purchase as many Entries as s/he wishes. All purchases must be made during the applicable Raffle Period; Entries are not eligible for any past or future Raffle drawing(s). All Entries purchased are entered into a formula for a virtual drawing of the winning ticket. BC UW, its representative(s), and any of their respective related or affiliated entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Entries 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 other technical problem. All Entry sales are final, absolutely no refunds or replacement tickets will be issued except as otherwise determined by BC UW at its sole discretion.

4. WINNER SELECTION: After the conclusion of each Raffle Period, the winning entry (the "Winning Entry") will be selected at random from among all eligible entries purchased during the applicable Raffle Period. If for any foreseen or unforeseen reason (i.e. inclement weather, system malfunction, etc.) an Event concludes prior to a pre-determined end point,

the Raffle will end immediately, and a winner will be randomly selected from among all purchased entries up until that point. In the event of a weather delay or postponement of an Event, BCUW may, at its sole discretion, modify any pre-determined schedule with respect to the Raffle Period and/or the drawing. All drawings shall be conducted by and under the supervision of BCUW whose decision is final and binding.

5. PRIZES: Cash Prize: The winning Participant that purchased the Entry (a "**Cash Prize Claimant**") will, subject to verification of eligibility and compliance with these Official Rules, receive fifty percent (50%) of the net proceeds (total collected by BCUW minus any related expenses from the sales, if applicable) for the Raffle Period or any other pre-determined guaranteed, minimum payout announced by BCUW for the Raffle (the "**Cash Prize**"). All remaining net proceeds from the Raffle shall be retained by BCUW. There will be One (1) Cash Prize winner for each Raffle Period.

Cash Prizes are collectively referred herein as a "**Prize**" or "**Prizes**". Cash Prize Claimant and Early Bird Prize Claimant are collectively referred herein as "**Prize Claimant**" or "**Prize Claimants**". No other Prizes will be awarded.

6. WINNER ANNOUNCEMENT: Upon the conclusion of an Event, the winner will be notified by phone or email by a representative of BCUW if not available in person. BCUW reserves the right to delay the announcement of the winning number for any reason at its sole discretion.

7. CLAIMING A PRIZE: To claim a Prize, the Prize Claimant(s) must contact BCUW and present proof of purchase and proper identification within thirty (30) days from the conclusion of the applicable Raffle Period. A purchase receipt is the only valid receipt for claiming a Prize. Each Cash Prize Claimant must provide BCUW with all requested information required to claim the Cash Prize (including tax identification information). The

Cash Prize Claimant will receive an Affidavit of Eligibility, Liability & (where permitted) Publicity Release ("**Affidavit**") in the form approved by BCUW which must be executed and returned to BCUW prior to receipt of the Cash Prize. In the event a Cash Prize Claimant: (a) does not notify BCUW within thirty (30) calendar days of the conclusion of the applicable Raffle Period; (b) is ruled ineligible for any reason; (c) refuses the Prize; or (d) does not return an executed Affidavit, the Prize will be forfeited and will be retained by BCUW. All Cash Prizes will be delivered via check within thirty (30) calendar days of the Cash Prize Claimant delivering the winning proof of Entry, executed Affidavit, and all other required documents to BCUW. For security and safety reasons, no cash payments will be made to any Prize winners. Unclaimed winnings will be retained by BCUW.

8. ODDS: Odds of winning are based on the total number of Entries purchased during the applicable Raffle Period.

9. TAXES: Each Participant acknowledges that s/he has been informed that the Internal Revenue Service ("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 Entry does not qualify as a deductible charitable contribution. The Prize winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prize. Furthermore, each Prize winner acknowledges that federal law requires that a tax withholding on prize values of \$250 or more must be collected from winners upon award or 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.

10. TRANSFER OF ENTRY: Entries may not be resold to any other party. Any Entry which has been deemed to have been resold shall be void. All individuals who re-sell, purchase, or

receive an Entry in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize and may be deemed ineligible to participate in future raffles.

11. PARTICIPANT'S GRANT OF LICENSE: By participating in the Raffle or accepting a Prize, each Participant hereby irrevocably and perpetually grants to BCUW, and its designees a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of the Participant in connection with any participation in the Raffle or receiving a Prize (collectively, the "**Images**"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Each Participant waives any compensation for any use of such Images. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from BCUW's, or its designee's, uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness.

12. RELEASE OF LIABILITY AND INDEMNITY: By participating in the Raffle, the Participant on his/her behalf hereby releases, waives, discharges, covenants not to sue, and indemnifies BCUW together with all of their past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, principals, managers, employees, volunteers, agents, consultants, contractors, sponsors, and the BCUW's service provider for the Raffle from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of the Prize, or any exercise by BCUW of any of its rights set forth herein or the Official Rules of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant (including death) or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize or

any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the Prize, (iii) any lost or stolen Entry, and (iv) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder

13. DISPUTES AND GOVERNING LAW: The Raffle and the Official Rules shall be governed in all respects by the laws of the United States of America and 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 CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION SHALL TAKE PLACE IN THE CITY OF HAMILTON, OH. THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM SHALL BE HEARD AND RULED UPON BY ONE (1) ARBITRATOR WHO SHALL BE SELECTED BY BCUW. PARTICIPANTS EXPRESSLY WAIVE ALL RIGHTS TO COURT AND JURY TRIAL. Each Participant agrees that: (i) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any Prize(s) awarded, shall be resolved individually, without resorting to any form of class action; (ii) 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' fees; and (iii) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential damages and any other damages (other than for actual out-of-pocket

expenses) and further waives any and all rights to have damages multiplied or otherwise increased.

14. DISQUALIFICATION; CHANGES: BCUW reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the operation of the Raffle, re-sells a Entry, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. BCUW reserves the right to, at its sole discretion, cancel, suspend and/or modify the Raffle, Event, Raffle Period or these Official Rules or disqualify any individual or Raffle Ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. 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, BCUW RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.