

## Children's Museum of Richmond

### Official Rules and Regulations

The proceeds from this raffle will benefit the Children's Museum of Richmond's (CMoR) mission, programs and exhibits. Tickets will be sold throughout the community at all CMoR locations, at off-site events in which CMoR participates, in personal transactions by CMoR staff and volunteers as well as online. A maximum of 10,000 tickets will be sold at the following pricing structure: 1 ticket is \$45.

#### Raffle Rules

1. Employees (and their immediate family members) of the Children's Museum of Richmond and Virginia529<sup>SM</sup> are not eligible to win. Employees (and their immediate family members) of the Children's Museum of Richmond and Virginia529<sup>SM</sup> are not eligible to be named as the beneficiary of the winning Prepaid529<sup>SM</sup> tuition contract supported by Virginia529<sup>SM</sup>.
2. The raffle is open to United States citizens or legal residents of the United States who are age 18 and over.
3. A maximum of 10,000 tickets will be available for purchase. If fewer than 2,500 tickets are sold by 5:00pm, Monday, June 12, 2017, the Children's Museum may transfer any participant who has previously purchased a raffle ticket into a 50/50 drawing where one (1) winner will be selected to receive 50% of total raffles sales to date.
4. No CMoR purchase (gift shop, admission, membership etc.) is necessary to purchase raffle tickets.
5. There is no limit to the number of tickets an individual may purchase.
6. Tickets must be filled out in the name of a single individual over the age of 18.
7. Tickets are non-refundable.
8. Online ticket sales will cease no later than 11:00am (EST) on Thursday, June 15, 2017.
9. Ticket sales at the Children's Museum of Richmond satellite locations (Short Pump, Fredericksburg, and Chesterfield) will cease no later than 5:00pm on Wednesday, June 14, 2017.
10. Ticket sales at CMoR Central, 2626 West Broad St, Richmond, VA 23220 will cease no later than 11:00am on Thursday, June 15, 2017.
11. The winner will be selected at a random drawing on Thursday, June 15, 2017 between Noon and 1:00pm. Entrants do not need to be present to win. The winner will be notified by phone according to the contact information provided to the Children's Museum of Richmond at the time of entry. In the event a winner cannot be contacted and/or fails to respond within 48 hours of notification an alternate winner will be selected by CMoR. The winner will have 10 business days to accept the prize in writing. If the winner cannot accept the prize within 10 business days or fails to otherwise qualify for the prize, the winner designee will forfeit any rights to the prePAID tuition contract and the same will be awarded to an alternate winner. The right to take

possession of the Prepaid529<sup>SM</sup> tuition contract through the winning entry is neither assignable nor transferable.

12. If the winner accepts the Prepaid529<sup>SM</sup> tuition contract as the prize, that winner assumes and must pay any local, state and federal taxes when the tuition contract is transferred to the winner. Winnings are subject to regular gambling withholding as stipulated by the IRS and must be paid by the winner when collecting the prize. If the prize is not collected within 10 business days of accepting the prize, then the winner shall forfeit the prize and another winner shall be drawn. The Children's Museum of Richmond assumes no responsibility for the winner's tax obligations and suggests the winner consult a tax advisor. This offer is void where prohibited by law and all federal, state and local laws and regulations apply. The prize cannot be exchanged for cash. The Prepaid529<sup>SM</sup> tuition contract will not be delivered until after all of the applied taxes are paid by the winner. The winner must have proper identification when claiming the Prepaid529<sup>SM</sup> tuition contract. The execution of additional documents to open the account in the winner's name is required by Virginia529<sup>SM</sup>. The required documents must be completed and signed by all necessary parties within the time period specified by Virginia529<sup>SM</sup> prior to the Prepaid529<sup>SM</sup> tuition contract being delivered to the winner. If the winner elects not to accept the Prepaid529<sup>SM</sup> tuition contract, no substitution or exchange for cash or other goods will be provided.
13. By receipt of any prize, winner agrees to release and hold harmless CMoR and Virginia529<sup>SM</sup>, their respective subsidiaries, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the raffle or receipt or use or misuse of any prize.
14. Except where prohibited, participation in the raffle constitutes winner's consent to CMoR's, sponsor's, prize suppliers' and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
15. CMoR reserves the right to cancel, suspend and/or modify the raffle, or any part of it, if any fraud, technical failures or any other factor beyond CMoR's reasonable control impairs the integrity or proper functioning of the raffle, as determined by CMoR in its sole discretion. CMoR reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the raffle process or to be acting in violation of these Official Rules and Regulations or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the raffle may be a violation of criminal and civil law, and, should such an attempt be made, CMoR reserves the right to seek damages from any such person to the fullest extent permitted by law. CMoR's failure to enforce any term of these Official Rules and Regulations shall not constitute a waiver of that provision.
16. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by raffle purchasers, printing errors or by any of the programming associated with or utilized in the raffle; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or

hard/software ;(3) unauthorized human intervention in any part of the raffle process; (4) technical or human error which may occur in the administration of the raffle or the processing of raffle ticket purchases; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from raffle purchaser's participation in the raffle or receipt or use or misuse of any prize. If for any reason a raffle ticket is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, a ticket purchaser's sole remedy is another ticket in the raffle, provided that if it is not possible to award another ticket due to discontinuance of the raffle, or any part of it, for any reason, CMoR, at its discretion, may elect to hold a random drawing from among all eligible raffle ticket stubs up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules and Regulations to be available and/or claimed CMoR reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

17. Except where prohibited, raffle purchasers agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this raffle any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Virginia State Court located in Richmond, Virginia U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this raffle, but in no event attorneys' fees; and (3) under no circumstances will raffle ticket purchasers be permitted to obtain awards for, and hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and CMoR in connection with the raffle, shall be governed by, and construed in accordance with, the laws of the State of Virginia, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Virginia.
18. To obtain the name of the prize winner and/or a copy of these Official Rules, send a hand-printed, scanned request to [raffle@childrensmuseumofrichmond.org](mailto:raffle@childrensmuseumofrichmond.org). Winner list requests must be received by July 31, 2017.

Virginia529<sup>SM</sup> is not a sponsor of this promotion. Virginia529<sup>SM</sup>'s name and logos are used with permission.