

The Emerge Foundation's 2023 Gala Raffle Terms and Conditions

- 1. Sponsor:** The Sponsor of the 2023 Suburban Cowboy Raffle ("Raffle") is The Emerge Foundation ("The Emerge Foundation") located at 7784 Innovation Park Drive, Baton Rouge, LA 70820. The Emerge Foundation provides philanthropic support to The Emerge Center and The Emerge School.
- 2. Net Proceeds:** The Net Proceeds of the Raffle are defined as the proceeds from the Raffle after prize-related expenses have been deducted. Proceeds of the Raffle will benefit The Emerge Center and The Emerge School.
- 3. Eligibility:** The Raffle is open only to those who purchase an entry on the official, online Raffle page and who are 18 years of age as of the date of entry. The Raffle is only open to legal residents of the United States and is void where prohibited by law. Employees of The Emerge Foundation and the executive leadership of Emerge (i.e., CEO, Executive Director, The Emerge School and all Department Leaders) are not eligible to participate in the Raffle. The Raffle is subject to all applicable federal, state and local laws and regulations.
- 4. Agreement to Terms and Conditions:** By participating, entrant agrees to be fully unconditionally bound by these Terms and Conditions, and entrant represents and warrants that he/she meets the eligibility requirements set forth herein. In addition, entrant agrees to accept the decisions of The Emerge Foundation as final and binding as it relates to the content.
- 5. Raffle Period:** Raffle entries will be accepted starting at 12 noon on Wednesday, February 15, 2023 and the Entry Deadline is 6 p.m. on Sunday, April 23, 2023. The Drawing Date is Monday, April 24, 2023.
- 6. Prizes:** There are 3 prizes available: a pair of Tecovas Boots (value of \$500), a Kemo Sabe cowboy hat (value of \$1,000) and a bourbon and tequila package (value of \$1,000). One raffle ticket or entry represents a chance to win one of these three prizes. If an entrant buys more than one raffle ticket, he/she is eligible to win more than one raffle prize.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by The Emerge Foundation. No substitutions are permitted except at The Emerge Foundation's discretion. Prizes are non-transferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent of non-cash prizes by winners is permitted.

7. How to Enter: Raffle tickets can be purchased either online via www.emergela.org/suburbancowboy or may be purchased in person at Emerge Gala's on Saturday, April 22. Each entry costs \$25 and there is no restriction on the number of times an entrant may purchase tickets for the Raffle.

Entrants should follow the instructions provided to fully complete and submit an online order to purchase tickets for the Raffle. Online orders must be received by the Entry Deadline as specified in the Terms and Conditions. No orders will be accepted after the specified Entry Deadline unless the Entry Deadline has been extended as permitted by the Terms and Conditions.

The entry must fulfill all Raffle requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Emerge Foundation.

8. Ticket Order Processing: Entrant acknowledges and agrees to the following: (a) that by submitting his/her order, the entrant is making an offer to purchase Raffle tickets from The Emerge Foundation; (b) that The Emerge Foundation's receipt of the entrant's order does not constitute The Emerge Foundation's acceptance of the entrant's order; (c) that upon The Emerge Foundation's receipt of the entrant's order, The Emerge Foundation will send the entrant's credit card information, via a secure router, to the entrant's credit card provider, or a secure third party that provides verification services for the credit card provider, and await confirmation that the transaction has been authorized by the entrant's credit card provider; (d) that upon receipt of a credit authorization code, The Emerge Foundation will accept the entrant's order, at which time the entrant and The Emerge Foundation will be contractually bound by the Terms and Conditions of this Raffle and The Emerge Foundation will have received payment for the entrant's order; (e) that The Emerge Foundation will then issue either an email confirmation of the online purchase or a ticket stub if purchased in person.

The purchaser's name used in submitting the order will be the entrant's name assigned to the ticket. Once the name is submitted by the entrant and has been accepted by The Emerge Foundation, the name cannot be modified, canceled or changed by the entrant. Should more than one ticket be purchased, the entrant can provide the name(s) for each additional entry via the online form. The Emerge Foundation will issue the entrant an electronic receipt for his or her purchase or a ticket stub if purchased in person. The receipt and ticket stub(s) will include the number of entries purchased and the associated names for each entry.

Entrant hereby acknowledges and agrees that all sales are final and that no refunds or exchanges will be issued.

By entering the Raffle, entrant agrees to receive email newsletters periodically from The Emerge Foundation. Entrants can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

9. Odds of Winning: The odds of winning depend on the number of eligible Raffle tickets purchased. There is no limit on the total number of tickets that will be sold for this Raffle.

10. Taxes: The Internal Revenue Service takes the position that no portion of the ticket price will qualify as a charitable contribution for income tax purposes. Moreover, the Internal Revenue Service and the Department of Revenue in Louisiana, the jurisdiction in which this Raffle is being conducted, treats the value of prizes won in a raffle as ordinary income for tax purposes. Taxes that may be due are the sole responsibility of the winner. Entrant should consult with his/her tax advisor to determine what their personal tax liability would be should he/she win the cash prize of the Raffle.

11. Winner Selection and Notification: Winners of the Raffle will be selected in a random drawing under the supervision of The Emerge Foundation. Three potential winners shall be selected on the Drawing Date, as specified in the Terms and Conditions, which may be extended as permitted by The Emerge Foundation. The winners will be selected by a representative of Emerge from all of the Tickets issued for the Raffle. Each Ticket has an equal chance of winning. The entrant does not need to be present at the drawing to win.

Winners will be notified via email to the email address they entered the Raffle within five (5) days following the winner selection. The Emerge Foundation shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information.

12. Claiming Prizes: If the selected winner cannot be contacted, is ineligible, fails to claim the prize within ten (10) days from the time award notification was sent, the prize may be forfeited and an alternate winner selected. Any and all prize items forfeited are forever gone and may not be transferred to another party or claimed at a later date. All tickets and other prize items are on an "if used" basis and will be forfeited, with no compensation to the winner, if they are not used by the winner.

13. Disqualified Winner: If The Emerge Foundation, in its sole determination, disqualifies a winner, the winner will not be entitled to any refund of any kind. If the winner is disqualified for any reason, an alternate winner will be selected from the remaining tickets until such time as a qualified winner has been selected.

The receipt by winner of the prize offered in this Raffle is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT THE EMERGE FOUNDATION'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE RAFFLE AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

14. Winners' Release: Entrant agrees that if he or she is selected as the potential winner, regardless of whether or not he/she is qualified as the winner, that The Emerge Foundation, and each of its designees, (a) shall have the right and permission to use (unless prohibited by law) entrant's name, voice, address (city and state of residence), photograph and/or other likeness for advertising, promotional and/or trade and/or any other purpose in any and all media or format now known or hereafter devised throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification to entrants or any third parties; and (b) shall have no liability and will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto) and/or The Emerge Foundation will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural or man-made disaster outside their control that may cause the cancellation or postponement of any event(s) if applicable, or the inability of The Emerge Foundation to deliver any or all of the prize items.

15. Rights Granted by Entrant: By entering this contract, entrant understands that The Emerge Foundation, anyone acting on behalf of The Emerge Foundation, or its respective licensees, successors, assigns, employees, officers and board will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, in any media now known or hereafter in perpetuity, the entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Raffle, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

16. Administration of Raffle: The entrant acknowledges and agrees: (a) that this Raffle is being conducted exclusively by The Emerge Foundation in the state of Louisiana (b) that any donation of prizes, or efforts to advertise the Raffle is done so on a voluntary basis and does not in any way, and cannot be construed in any way to, suggest that any group other than The Emerge Foundation is conducting this Raffle.

The Emerge Foundation reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Raffle should (in its sole discretion) a non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Raffle. In such case, The Emerge Foundation may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by The Emerge Foundation.

The Emerge Foundation reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle or website or violates these Terms and Conditions. The Emerge Foundation has the right, in its sole discretion, to maintain the integrity of the Raffle, to void entries for any reason, including, the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Raffle may be a violation of criminal and civil laws. Should such an attempt be made, The Emerge Foundation reserves the right to seek damages from any such person to the fullest extent permitted by law.

17. Limitation of Liability: By entering, entrant agrees to release and hold harmless The Emerge Foundation and its successors, assigns, employees, officers and board from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (a) such entrant's participation in the Raffle and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (b) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (c) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (d) unauthorized human intervention in any part of the entry process; (e) electronic or human error which may occur in the administration of the Raffle or the processing of entries.

18. Disputes: THIS RAFFLE IS GOVERNED BY THE LAWS OF THE UNITED STATES AND LOUISIANA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Raffle, entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Louisiana having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Raffle), and participant further waives all rights to have damages multiplied or increased.