

Raffle Rules

General and Definitions:

1. The nonprofit organization "Denton African American Scholarship Fund" is a tax-exempt nonprofit organization in the United States (501c3) (hereinafter: " **the DAAS** "), is holding a raffle sale, all of the profits of which shall be devoted to maintaining and promoting the DAAS's activities and goals.
2. " **The Sale** " / " **the Raffle** ": A raffle for an item donated by internationally acclaimed quilt-maker Barbara Ann McGraw.
3. " **The Prizes** " / " **the Prize** ": This raffle is for a Quilt celebrating the amazing proprieties set by black entertainers of a glorious but arduous past, and aptly named "The Entertainers".
4. The sale of the tickets at a donation of \$50.00 per ticket will be held with the legal accompaniment of Advocate Harry Eaddy (hereinafter: " **the Supervisor** " / " **the Raffle Holder** ")
5. Ticket sales will take place G-d willing as of December 6, 2018 at 19:00 until January 28 at 19:00 (hereinafter: " **the Sale/ Raffle Period** ").
6. " **The Raffle Date** ": January 27, 2019 at approximately 7:00 pm at the Kirk Whalum concert held during the Denton Black Film Festival.
7. " **The Raffle Website** ": each of the clearing websites to which the participants are referred via a link which is on the website <http://www.dentonaasfgiving.org> and any other website linked through these clearing websites such as <http://www.dentonbff.com>.

Participation Terms and Raffle Procedure:

- 8.** The Raffle is open to all friends and supporters of the DAAS, who will donate to the DAAS (hereinafter: " **Participant** " or " **Friends of the DAAS** " or " **Friend** ").
- 9.** Participation in the Raffle is for adults over the age of 18 only.
- 10.** The Participant and/or one who wishes to participate in the Raffle agrees, confirms and declares through his participation that he has read the Rules and he accepts its provisions.
- 11.** Participation in the Raffle is conditional upon completing the shipping address with the name of the person participating in the raffle, address, city, state, and zip. The shipping address will be used as registration information on the Raffle Website as set out and as required by the guidelines at the time of registration.
- 12.** Participation in the Raffle is subject to full payment for a participation ticket (one or more).
- 13.** When purchasing a Raffle ticket on the Raffle Website, the Participant accepts the terms of these Rules as well as the terms of the DAAS's website (mutatis mutandis). In any case of contradiction and/or incompatibility between these Rules and any other publication regarding the Sale/ Raffle, of any type whatsoever, whether written or broadcasted, the provisions of these Rules shall prevail and shall be determinant.
- 14.** The advertisements and various publications are for the convenience of the Participants solely. The breakdown into sections and the section headings are for convenience only and will not be used for interpretation purposes.
- 15.** In these Rules, the use of the masculine gender is for convenience purposes only and it applies to the feminine as well.
- 16.** By participating in the Raffle, the Participant confirms that he agrees to the Raffle Rules, and releases the DAAS from any

argument, demand or claim connected directly or indirectly with the Raffle, without exception.

17. Participation in the Raffle requires a minimum of one donation - as defined by the DAAS in the Raffle advertisements and in Section 24 of these Rules.

18. The Participant in the Sale must enter the shipping address defined as mandatory when registering for the Raffle.

19. The Participant in the Sale will initiate purchase of a Raffle Ticket by choosing the Buy Ticket button on the Raffle Website.

20. Upon Participant initiate purchase, the Raffle Website will forward the process from the Raffle Website to the Paypal website for the Participant to enter his credit card information and registering his shipping information directly on the Paypal website.

21. Each ticket will entitle one equal chance of winning.

22. The DAAS shall be entitled to carry out the Raffle either by digital means or by way of printing tickets and drawing them from a physical Raffle box subject to appropriate standards of transparency and supervision.

23. In the event that one Friend has donated a number of times, each donation will be deemed an additional right to participate in the Raffle, thus increasing his chances of winning. However, in the case of two prizes, this does not constitute an opportunity to win two Prizes. For the avoidance of doubt, a winner who won the Raffle of the first prize will not be able to win another prize in the same Raffle.

24. Ticket prices in the Raffle are \$50.00 per ticket.

25. Maximum sale of tickets for the Prize is 150 tickets.

Locating the Winners and Redeeming the Prize

26. The Raffle will be carried out by drawing notes with information of the Participants and/or by other electronic means, in accordance with the guidelines of the Supervisor in such manner in which drawing the lot will be done randomly, transparently and fairly.

27. The DAAS will publish the winning numbers on the Raffle Website at www.dentonaasfgiving.org.

28. Once the winner makes contact, the DAAS and/or anyone acting on its behalf shall perform a verification of the winning information with the candidate for the Prize.

29. A Participant whose ticket number was drawn from the lot will be asked to present the Raffle Holder with an ID card and/or any other identification document as determined by the Raffle Holder.

30. The winning of the Prizes is personal for the winner only, following fulfillment of all the following conditions (hereinafter: "**the Conditions of Receipt of the Prize** "):

30.1. The Participant shall present all identification documents required by the Supervisor of the Raffle for the purpose of proving his win. If the Winner does not provide the required information / documents within 90 days, the DAAS may cancel his win and transfer it to another winner.

30.2. The Winner shall cooperate and do all that is necessary in order to transfer ownership of the Apartment in his name. If a Participant fails to do what is required for this purpose within 90 days, the DAAS shall be entitled to transfer his win to another;

30.3. The Winner has complied with all the terms of the Rules;

30.4. The Winner (or the custodian on his behalf, as the case may be) signed a receipt and release document of the version attached hereto as **Appendix B** , within 48 hours from the date of contacting him (hereinafter: "**the Release Letter** ").

31. Insofar as the Winner does not make contact in accordance with the times stated in these Rules and/or if a candidate for the Prize does not meet the criteria for receiving the Prize, this candidate will be disqualified, and the DAAS and/or anyone acting on its behalf will attempt to contact a Winner who has been ranked after him (the third Winner). This provision shall apply mutatis mutandis if the fourth Winner will be disqualified, and so on until a winner of the Prize is reached.

32. " Making Contact ": conducting an actual conversation with the Winner, according to the information he provided when registering for the Raffle. The DAAS and/or anyone acting on its behalf shall not leave notice for the Winner regarding his winning, and shall not pose any question aside from the Winner himself. If the Winner is a minor or is not competent to perform legal actions (as the case may be), the Raffle Holder and/or anyone acting on his behalf will hold the call with one of his parents or legal guardian. After contacting the Winner of the Prize, the date of delivery of possession of the property will be coordinated with him, or he will be requested to arrive at the offices of the DAAS/ the Supervisor or anyone acting on their behalf on a date to be determined and notified thereof. A Winner who was not located and/or disqualified as aforesaid - his win shall be disqualified and he will not be entitled to any compensation.

The Prizes and the Manner of their Redemption

33. A Winner of one of the Prizes who is a minor or who is not competent to perform a legal action shall be entitled to redeem the Prize accompanied by one of his parents and/or legal guardian only.

- 34.** After and subject to the Winner's compliance with the terms of receipt of the Prize, coordinating the redemption of the Prize will be made between the Winner and the Prize provider directly.
- 35.** For the avoidance of doubt it is clarified that if the Winner did not meet the conditions of receipt of the Prize or waived the Prize for reasons that are reserved with him, the DAAS may grant the Prize to the Winner next in line.
- 36.** A Prize Winner who waived the Prize or did not meet the conditions of receipt of the Prize will be precluded from raising any argument and/or claim and/or demand against the Raffle Holder and/or the Supervisor and/or anyone acting on their behalf for not distributing the Prize.
- 37.** The Prize winner shall not be entitled to convey, transfer and/or assign the Prize to another, and he shall not be entitled to convert it into money, into a money equivalent, to receive credit in respect thereof and/or to replace it, except at the sole discretion of the DAAS.
- 38.** Without derogating from the provisions of these Rules and the provisions of any law, the DAAS shall be entitled not to deliver the Prize to anyone who has obtained it by means of an offense and/or deceit and/or trickery and/or dishonesty or by an unlawful act, in any respect whatsoever.
- 39.** The DAAS will do everything necessary in order to transfer the ownership of the Prize in the name of the Winners no later than 12 months from the day of carrying out the Raffle, provided that the Winner cooperated with the DAAS and the Supervisor in order to receive the Prize and subject to any law.

Disclaimer

40. It is hereby clarified that the responsibility for providing the information applies only to the Participant, and the DAAS has no and shall have no responsibility regarding the correctness and/or incorrectness and/or accuracy of the information provided as aforesaid.

41. In any event of a breach of these Rules and/or breach of the Raffle Website rules and/or breach of the Law and/or provisions of the Raffle and/or any of his undertakings to the DAAS and/or the Supervisor and/or in the event that the information provided by the Participant are incorrect or inaccurate, the DAAS and/or the Supervisor shall be entitled to disqualify the Participant / to terminate his participation in the Raffle and/or his win and transfer the Prize at their sole discretion. The Participant waives in advance any demand and/or argument and/or claim against the DAAS and/or the Supervisor as stated above.

42. Only a donation that is actually collected will be entitled to participate in the Raffle.

43. A Friend who does not provide his information in order to receive the Prize within 30 days from the day of carrying out the Raffle, the matter shall be deemed as a waiver of the Prize.

44. The Participant hereby declares that he and any person acting in his name or on his behalf shall have no argument and/or demand and/or claim against the DAAS, its directors, employees and anyone acting on its behalf, inter alia, in all matters connected to and relating to the Raffle. The Participant hereby declares that this undertaking is irrevocable and not subject to cancellation or change.

45. The Raffle is based on computer programs that are not immune to any error or malfunction. The DAAS does not guarantee that the

Raffle will be held without a malfunction, error, fall or mistake, and the Participant will have no argument or claim as a result thereof.

46. Without derogating from the generality of the foregoing, it is expressly stated that participation in the Raffle is for amusement purposes, that errors may occur in the Raffle, and that in any event participation in the Raffle will not create for the Participant any cause, argument or claim connected directly or indirectly with the Raffle, its management, its results and/or anything involved therein.

47. The DAAS, its directors, employees and anyone acting on its behalf are not responsible in any way whatsoever for any malfunctions due to faulty performance of the services connected with the Prize supplier or due to factors unrelated to the supplier/ force majeure.

48. The DAAS may stop at any time and immediately, for any reason, at its sole and absolute discretion, the Raffle, in whole or in part, and/or change its terms, in a notice to be published on the Raffle Website. It is agreed that such notice shall serve as sufficient and appropriate notice and the Participants waive any claim regarding the termination or alteration of the terms of such Raffle as aforesaid.

49. The DAAS is entitled not to deliver the Prize to a Participant who won the Raffle through committing an act of deceit, an offense or in lack of good faith, even if he would have won even without the same act, and even if the act was committed in connection with another activity of the DAAS.

50. Each Participant hereby declares: I agree to the Raffle Rules and release the DAAS from any argument, demand or claim connected directly or indirectly with respect to the Raffle and/or the winning or non-winning thereof, without exception.

51. The Participant and/or one who wishes to participate in the Sale agrees and undertakes that any malfunction, delay, etc., originating, inter alia, in a war, strike, disruptions in the telephone and computer communications systems or force majeure, shall not be considered at all a breach of these Rules, and shall not entitle him to any relief and/or right and/or remedy.

52. For the avoidance of doubt, no Participant in the Raffle will have any claim or right whatsoever in connection with the actions taken by the DAAS or anyone acting on its behalf due to a malfunction and/or error as aforesaid, and/or in connection with any direct and/or indirect damage, including direct or indirect expenses, incurred by him by such actions.

- Appendix A –

Details of the Nature of the Prize to the Winner of the Raffle of the " Denton African American Scholarship Fund " DAAS on January 27, 2019

The prize:

A quilt described by the following statement provided by the internationally acclaimed artist, Barbara Ann McCraw is as follows:

Black film has also been a part of my life since childhood. We were drawn to the television like a magnet when a black person was on the screen ... [For this quilt] Many hours were spent watching old films and doing research before starting on this quilt ... I decided to make a similar stage, but using black suede silhouettes of Black actors, singers and dancers demonstrating their craft. The stage shows the shiny, polished boards of a theater floor, and the beams of stage lights radiate from above ... And now, **as the last stitch has been sewn, I present to you, "The Entertainers"**.

- Appendix B -

Affidavit - Receipt, Confirmation and Release Letter

I, the undersigned, declare and confirm that in the framework of the "Donation to the Denton African American Scholarship Fund" campaign (hereinafter: "the DAAS") I won a prize: a quilt in the Project / the retail value of the quilt / at least ninety-five percent of the total amount of donations.

I am aware that the responsibility for the orderliness of the prize and its nature rests exclusively with the prize supplier, and does not apply in any way to the DAAS and/or to the Supervisor.

I hereby declare my consent to the publication of my personal information (including my photograph) regarding my win.

I, the undersigned, declare and confirm that I have no and will have no arguments and/or demands and/or claims against the DAAS and/or anyone acting on its behalf and/or against the Supervisor in connection with my win and/or deriving from my win including legal and/or tax aspects that derive from my win.

I hereby release the DAAS and/or its directors and/or anyone acting on its behalf conclusively and absolutely of any argument and/or demand and/or claim in respect of any harm or damage of any kind whatsoever that I shall incur as a result of the redemption of the prize.

Date _____

Name of the Winner _____

ID Number / Passport / Other Identification _____

Address _____

Telephone _____

Signature of the Winner _____

CERTIFICATION

I, Advocate _____ hereby certify that on the day of _____, Mr./Ms. _____ ID no. _____ appeared before me and identified himself with the following document _____ and after I warned him that he must declare the truth and that he would be liable to the penalties prescribed by law if he did not do so, he confirmed the correctness of the above stated declaration and signed it before me.

Date: _____

Signature and seal of the attorney: _____

The "Denton African American Scholarship Fund" Raffle Website Rules at www.dentonaasfgiving.org.