

Terms and Conditions - Raffle Rules

Each ticket will cost \$25.00 (Twenty Five Dollars) per ticket. Your ticket is a receipt for your purchase and represents one opportunity to win a Brand New 2015 Nissan Sentra. The Tubman Museum will assume all responsibility for tag, title and sales tax. Ticket purchases are tax deductible.

Winning ticket holders need not to be present to win.

Ticket sales shall end approximately around 6:30 pm on May 16, 2015.

By purchasing a car raffle ticket, winners agree to allow The Tubman Museum to release their names and use their likeness to promote the Nissan Sentra raffle, or to announce the winner. No compensation will be given for the use of photos and/or testimonials. Winners will also be listed on the website within 10 days of raffle drawing.

The Raffle is conducted by The Tubman Museum with the physical address of 310 Cherry Street, Macon, GA 31201. The Official Rules of the Raffle are set forth herein. By entering the Raffle, Entrants agree to be fully and unconditionally bound by these Officials Rules, waive any rights to claim ambiguity in the Raffle or these Official Rules and further agree to be bound by The Tubman Museum decisions and interpretation of these Official Rules.

The Tubman Museum states by addressing individual needs the quality of one's life will be enhanced, encouraged, and broadened in order to assist in the development of their future as well as those they will influence.

Eligibility: The Raffle is open to all persons age 18 and over. Officers, directors, and employees of The Tubman Museum, its agents, consultants, attorneys, independent accountant firms, and their spouses and children and any other persons involved with this promotion <u>are not eligible</u>. The Raffle is subject to all applicable federal, state, and local laws and regulations, and is void wherever prohibited or restricted by law.

How to Enter: Raffle Tickets cost \$25.00 (twenty five US dollars) each. Here is how to purchase tickets and enter the Raffle:

Online: www.tubmanmuseum.com

Onsite: Habersham Records Macon, GA, The Telegraph and The Tubman For all credit card purchases, the Entrants must provide the full name, billing address and telephone number of the cardholder and the credit card number, expiration date and three-digit personal security code. A maximum of Two thousand five hundred (2,500) tickets will be issued and available for purchase. No refunds will be made, except as otherwise determined by The Tubman Museum in its sole discretion.

Subject to availability, Entrants may purchase as many Tickets as they wish. Each Ticket is personal and can only be in the name of one (1) individual Entrant. Entrants may not sell, donate or otherwise transfer their Ticket(s) to anyone. Prizes will not be issued to anyone other than the one (1) Entrant whose name is on the Entry Form. Title to the car shall be taken in the name as it appears on the Raffle Ticket stub and is not transferable or assignable.

The Tubman Museum reserves the right to disqualify false entries or entries suspected of being false, and any illegible, defective, incomplete or physically altered Entry Forms and entries that do not include valid or complete payment. The Tubman Museum is not responsible for printing errors in any Rafflerelated material, or for lost, late, misdirected or non-delivered mail or corrupt fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. All entries become the property of The Tubman and will not be returned.

Drawings:

Grand Prize Drawing: One (1) random Grand Prize drawing will be conducted by a representative of a CPA firm as described below.

Entrants need not to be present to win. Drawing will be held at The Tubman Museum 310 Cherry Street Macon, GA 31201 on May 16, 2015, or upon the expiration of any announced extension to the Raffle Period at the property. All participants are invited.

Grand Prize Drawing:

The Grand Prize is the 2015 Nissan Sentra presented on www.tubmanmuseum.com

Notifications:

Entrant whose Ticket number is drawn at Grand Prize Drawing will be deemed the winner of the prize for that particular drawing ("Raffle Winner"). Raffle Winner will be notified by phone and/or U.S. Mail or overnight delivery using the information provided on the Entry Form. If any Raffle Winner cannot be located or fails to return attempts to contact him/her by 5:00 P.M. on the Fifth (5) business day after The Tubman Museum first attempt to contact him/her, such Raffle Winner will be deemed to have forfeited his/her prize and another Raffle Winner will be drawn. Each Raffle Winner may be asked to send an affidavit of eligibility/liability/publicity release ("Release").

Raffle Winner must provide all information requested to be eligible to win, including proof of age, proof of identity showing that the person claiming the prize is the same Entrant named on the winning Ticket stub. Unless restricted by law, each Raffle Winner will be required to complete and return the Release within fourteen (14) days of prize notifications. The prize may be forfeited if Raffle Winner (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Raffle Winner grants permission for the use of their name, photograph/likenesses for advertising and promotions for this and similar promotions without compensation, unless prohibited by law.

Raffle Winners will receive an IRS Form 5754,W2-G or 1099 Form.

Please visit www.tubmanmuseum.com to obtain additional information and notifications of this Raffle.

Proceeds:

Proceeds from this Raffle will benefit The Tubman Museum.

Odds:

Odds of winning depend on the number of Raffle tickets that are sold but not to exceed 2,500.

General Conditions:

The Raffle is subject to these Official Rules. These Official Rules shall not be changed by any oral statement made by any employee or other person acting on the behalf of The Tubman Museum By participating, Entrants agree: (i) to be bound by these complete Official Rules and the decisions of The Tubman Museum which shall be final and binding: and (ii) to waive any rights to claim ambiguity in the Raffle or these Official Rules except where prohibited by law. By accepting a prize, Raffle Winner agrees to release The Tubman Museum its officers, directors, employees, representatives and agents, and any person or entity associated with the production, judging, or administrative of the Raffle (collectively, the "Releases") from and against any claims, damages, disability, attorney's fees, and costs (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Raffle purchase of a Raffle Ticket and acceptance of a prize constitutes permission for The Tubman Foundation, Inc to use said Raffle Winner's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Raffle on a worldwide basis, and in all forms of media, now or hereafter know, in perpetuity, without review, permission or further compensation. Taxes, if any, are the sole responsibility of Raffle Winner and Raffle Winner will receive an IRS 5754, W2-G or 1099 Form for the Estimated Retail Value of any awarded prize.

Each ticket purchaser is advised to consult his/her own tax advisor(s) with respect to the liabilities that may arise from winning a prize in this Raffle. The Tubman Museum reserves that right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Raffle or violating these Official Rules, and reserves the right to cancel the Raffle should it suspect fraud or for any reason out of the control of The Tubman Museum The Tubman Museum shall appoint a single individual who will be responsible for maintaining control and security of the Raffle. Such individual shall, by public certification under oath at the time of the drawing, certify that all Raffle. Such individual shall, by the container from which the Winning Raffle ticket will be drawn. Disputes regarding these Official Rules and/or this Raffle will be governed by the internal laws of the State of Georgia.

The Tubman Museum reserves the right to extend the Raffle date and dead line for ticket sales. The Raffle Winner must claim prize within ten (10) day of the Raffle drawing date or a new winner will be selected.

ANY CLAIM OR CONTROVERSY BETWEEN ANY RAFFLE PARTICIPANT AND THE TUBMAN MUSEUM ARISING OUT OF OR RELATING TO THE RAFFLE OR TO THESE RULES AND REGULATIONS SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE

ARBITRATION MAY BE ENTERED IN ANY COURT HAVE JURISDICTION THEREOF. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE RAFFLE. SHOULD SUCH AN ATTEMPT BE MADE, THE TUBMAN MUSEUM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

A raffle Entrants sole and exclusive remedy for any claim against The Tubman Museum arising out of the sale of raffle tickets or the conduct of the Raffle shall be limited to the return of the purchase price paid for his/her raffle ticket(s). In no event shall The Tubman Museum. its directors, officers, employees, agents or representatives be liable to any party for ant loss or injury to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

If for any reason the Raffle is cancelled The Tubman Museum must reimburse each Raffle ticket purchase within 60 days of the Raffle cancellation date but may retain up to 10% of the ticket price for administrative cost. An example of cancellation may be due to insufficient ticket sales by the Raffle deadline.

Privacy:

All personal information collected by The Tubman Museum will be used for administration of the raffle. The Tubman Museum will not share, sell or otherwise distribute personal information collected by The Tubman Museum except as stated above.

Official Rules and Winners List:

A list of all prize winners will be posted on the raffle website on or about ten (10) day after the prize has been claimed and a copy of the winners' list and of the these Official Rules may be obtained by sending a self-addressed, stamped envelope to: The Tubman Museum. Attn: Car Raffle 310 Cherry Street. Macon, Georgia 31201. WA and VT residents need not affix return postage. Requests must be received within 30 days of close of the Raffle. Registration with the State of Georgia: By letter from the Bibb County Sheriff's Office, The Tubman Museum has obtained authorization to conduct a raffle in Georgia within the year of 2015