



**Newberry Opera House Guild**  
**50/50 Raffle**  
**Official Rules**

The NOH Guild (**SPONSOR**) 50/50 Raffle (the "**Raffle**") is a fundraiser conducted at select fund raising events (an "**Event**"). By purchasing a ticket for the Raffle ("**Raffle Ticket**"), each eligible participant (a "**Participant**") represents that he/she 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 The NOH Guild, a 501(c)(3) charitable organization, or its authorized representative.

**1. RAFFLE PERIOD:** Raffle Tickets will be sold prior to a designated *event* and will end at a predetermined time prior to the conclusion of the *Event* (each a "**Raffle Period**"). The *Event* will be designated on the 50/50 raffle ticket.

**2. ENTRY:** Participants may enter the Raffle by purchasing Raffle Tickets from any NOH Guild Member **or** from the NOH Ticket Sales Box Office:

- **One (1) Raffle Ticket for \$5.00 or 5 Raffle Tickets for \$10**
- **Raffle Event Period                      November 17, 2018 to June 07, 2019**

All Raffle Ticket purchases must be made during the applicable Raffle Period. Raffle Tickets are not eligible to be entered into any past or future Raffle drawing. The NOH Guild, its representative(s) and/or any related entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets 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 technical problem. No refunds will be made except as otherwise determined by the NOH Guild in its sole discretion.

**3. ELIGIBILITY:** The Raffle is open to all ticket holders for the applicable Event who are eighteen (18) years of age or older as of the date of raffle ticket purchase. The Raffle is subject to all applicable Federal, state and local laws. Employees of the Newberry Opera House are not eligible to enter or win. The raffle and the winner are subject to all applicable Federal, state and local laws. This raffle is deemed Void where prohibited.

**4. RANDOM DRAWING:** Every transaction is electronically tallied. The running total from Raffle Ticket sales will be periodically displayed and/or updated at the NOH Ticket Sales Box Office. The winning Raffle Ticket number will be selected after the conclusion of each Raffle Period by random drawing from among all eligible Raffle Tickets purchased during the Raffle Period. The drawing will be held during approximately the last hour of the designated Event/s. In the event of a weather delay or postponement of an Event, NOH Guild may, in its sole discretion, modify any pre-determined schedule with respect to the Raffle Period and/or the drawing. All drawings will be conducted by the NOH Guild whose decision is final and binding.

**5. PRIZE:** Prior to the conclusion of the Event, the selected Raffle Ticket number will be announced. The selected Raffle Ticket number will also be posted on the NOH Guild website located at [www.NewberryOperaHouse.com](http://www.NewberryOperaHouse.com) . In

the event the website is inoperable, the selected Raffle Ticket number can be found at the designated NOH Ticket Sales Box Office located in the NOH located at 1201 McKibben Street, Newberry, SC 29108. The Participant that purchased the Raffle Ticket with the corresponding winning Raffle Ticket number (a "**Prize Claimant**") will receive fifty percent (50%) of the net proceeds (total collected by NOH Guild minus any related expenses from the Raffle Ticket sales) for the applicable Raffle Period (the "**Prize**"). All remaining proceeds from the Raffle shall be retained by NOH Guild.

**6. CLAIMING A PRIZE:** To claim the Prize, the Prize Claimant must contact NOH Guild and present the winning Raffle ticket in-person at the NOH Ticket Sales Box Office or to the designated NOH Guild member within thirty (30) days from the conclusion of the applicable Raffle Period. The winning Raffle Ticket is the only valid receipt for claiming a Prize. Each Prize Claimant must provide NOH Guild with all information required to claim the Prize (including tax identification information). The Prize Claimant will receive an Affidavit of Eligibility & Liability/Publicity Release ("**Affidavit**") in the form approved by NOH Guild which must be executed and returned to NOH Guild prior to receipt of the Prize. In the event a Prize Claimant: (a) does not notify NOH Guild within thirty (30) 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 the NOH Guild. The NOH Guild has no obligation to contact potential winners. All prizes will be delivered via check within thirty (30) days of the Prize Claimant delivering the winning Raffle Ticket, executed Affidavit, and all other required documents to NOH Guild. For security and safety reasons, no cash payments will be made to the Prize winners. Unclaimed winnings will be retained by NOH Guild.

**7. ODDS:** Odds of winning are based on the total number of Raffle Tickets purchased in each Raffle Period.

**8. TAXES:** Each Participant acknowledges that they have been informed that the 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 Raffle Ticket 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 certain prize values 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.

**9. TRANSFER OF RAFFLE TICKET:** Raffle Tickets shall not be resold to any other party. Any Raffle Ticket which has been resold shall be void. All individuals who re-sell, purchase, or receive a Raffle Ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize.

**10. PARTICIPANT'S GRANT OF LICENSE:** By participating in the Raffle or accepting a Prize, each Participant hereby irrevocably and perpetually grants to NOH Guild, 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 NOH Guild'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.

**11. RELEASE OF LIABILITY AND INDEMNITY:** By participating in the Raffle, the Participant on Participant's behalf and on behalf of the Participant's spouse, assigns, guardians, administrators, executors and legal representatives hereby releases, waives, discharges, covenants not to sue, and indemnifies NOH Guild, the NOH, the NOH Foundation, other NOH Entities (defined below) 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, representatives, sponsors, and insurers 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 NOH Guild 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 Raffle Ticket, and (iii) 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. The "**NOH Entities**" shall mean the Newberry Opera House Foundation Board, its Bureaus, Committees, Subcommittees and Councils, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the NOH Guild or the NOH or the NOH Foundation and the owners, general and limited partners, shareholders, directors, officers, employees, volunteers and agents of the foregoing entities.

**12. DISPUTES AND GOVERNING LAW:** The Raffle shall be governed by the laws of the State of South Carolina without giving effect to any choice of law or conflict of law rule of any jurisdiction. Any claims regarding the Raffle that are not released, must be brought in the State or Federal Courts in Newberry County, SC, and Participant hereby consents to the personal jurisdiction of such courts for purposes of any such action. The Raffle is void outside the United States and where prohibited by law. Each Participant agrees that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any Prizes awarded, shall be resolved individually, without resorting to any form of class action; (2) 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 (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim 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. IN NO EVENT SHALL NOH FOUNDATION or NOH GUILD OR ANY OF THE RELEASED PARTIES BE LIABLE TO FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE.

**13. DISQUALIFICATION; CHANGES:** NOH Foundation and NOH Guild 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 Raffle Ticket, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. NOH Guild reserves the right to, at its sole discretion, cancel, suspend and/or modify the Raffle 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 BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO

DELIBERATELY DAMAGE ANY TICKET, WEBSITE 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, NOH GUILD RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**14. SPONSOR; WINNERS LIST:** The sponsor of the Raffle is the NOH Guild/NOH Foundation, a 501(c)(3) charitable organization existing under the laws of the State of South Carolina. To obtain a list of the winning Raffle Ticket numbers, please send a request to: NOH Guild 50/50 Raffle, 1201 McKibben Street, Newberry, SC 29108, together with a stamped, self-addressed envelope. The winning raffle ticket numbers also will be posted at [www.NewberryOperHOuse.com](http://www.NewberryOperHOuse.com)