

These are the Official Rules for the Humane Society of Summit County's 2023 Subaru Crosstrek Sport Raffle ("Promotion"). The Promotion is administered by the Humane Society of Summit County ("Sponsor"), an Ohio nonprofit organization and tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, located at 7996 Darrow Rd., Twinsburg, Ohio 44087.

ELIGIBILITY

The Promotion is open to legal residents of the State of Ohio, except where prohibited, who: (a) are 18 years of age or have reached the age of majority in their jurisdiction of residence at the time of entry, whichever is greater, and (b) are legally able to work in the United States.

Employees of Sponsor are not eligible to enter the Promotion.

Duration

The Promotion will begin 12:01 a.m. EST on April 25, 2023 and continue through 8:29 p.m. EST October 20, 2023 ("Promotion Period").

Method of Entry and Winner Selection

Five Thousand (5,000) raffle tickets ("Tickets") will be made available for purchase at a price of \$25 per ticket or 5 for \$100. Tickets will be available for purchase via:

- Online purchase at www.summithumane.org/crosstrek;
- In person, at the Humane Society of Summit County office at 7996 Darrow Rd, Twinsburg, Ohio 44087;
- By Phone by calling (234)212-9775;
- In Person, at Happy Trails Thrift Shop at 1770 Merriman Rd, Akron, OH 44313; and
- At various local special events during the Promotion Period.

All online purchases must be completed by October 19, 2023, 11:59PM EST.

All in person ticket sales at the locations listed above are only while supplies last.

A holder of a raffle ticket shall be referred to as an "Entrant".

How to Claim Prize

All Promotion requirements must be fulfilled, as specified herein, to be eligible to win a prize. Promotion entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor.

Winner of the Prize ("Prize Winner") will be selected in a random drawing at 8:30 p.m. EST on October 20, 2023, from all eligible raffle tickets sold which shall not exceed 5,000. Prize Winner will be notified by phone and email. Prize Winner need not be present to win. Sponsor shall have no liability for a Prize Winner's failure to receive notices due to Prize Winner's spam, junk e-mail or other security settings or for Prize Winner's provision of incorrect or otherwise non-functioning contact information.

A potential Prize Winner will be provided an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment (“Affidavit”). The potential Prize Winner must return a fully executed and notarized Affidavit to the Sponsor within fifteen (15) calendar days from the date it is postmarked as being sent to the potential winner or the prize may (in Sponsor’s sole discretion) be forfeited. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within fifteen (15) days from the time award notification was sent, or fails to timely return a completed and executed declaration, releases and federal and/or state income tax withholdings as required, the prize may be forfeited, and an alternate winner selected.

PRIZE

Prize Winner will receive a 2023 Subaru Crosstrek Sport valued at approximately \$30,000. Actual prize awarded may vary in color or style from vehicle displayed in promotional materials. The Winner will have the option of choosing a cash prize option of \$20,000.

The Prize Winner shall be responsible for any expenses incurred in connection with the prizes, including but not limited to registration, license, title, insurance fees and applicable taxes. No substitution, assignment or transfer of prizes is permitted, except as otherwise provided herein.

ODDS

The odds of winning depend on the number of eligible raffle tickets purchased. However, at no time shall the odds of winning be any less than one in 5,000 per raffle ticket.

RELEASE

By receipt of any prize, Prize Winner agrees to release and hold harmless Sponsor, its officers, directors, employees, members, (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 Promotion or receipt or use or misuse of any prize.

By participating in a Promotion and/or accepting any prize, Entrants grant Sponsor, and anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and Prize Winner's name, portrait, picture, voice, likeness, image or statements about the Promotion, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

GENERAL RULES

Promotions are governed by and subject to the laws of the United States and the state of Ohio (“Applicable Law”).

Prize Winner must execute and return an Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within 15 days of notification. Prize Winner must also provide a correct taxpayer identification number for completion of required tax forms. All federal, state and local

taxes attributable to any prize awarded is the sole responsibility of the winner. The receipt by Prize Winner of the prize offered in this Promotion is conditioned upon compliance with any and all federal and state laws and regulations.

Prize Winner authorizes Sponsor to withhold all required amounts and report the award of raffle prize in accordance with Applicable Law. For cash prizes of \$5,000 or more, Sponsor will (a) withhold and remit all sums Sponsor is required to withhold in accordance with Applicable Law and (b) remit the balance of the cash prizes to the winners.

With respect to non-cash prizes, Applicable Law requires that the winner of a non-cash prize pay 24% of the fair market value of the prize to Sponsor, which will remit such payment to the IRS. This amount may vary depending upon Applicable Law. If the winner does not pay to Sponsor the amounts necessary to comply with Applicable Law, then, at its option, Sponsor may award the Cash Alternative Prize to the Prize Winner, assuming all other conditions for award of a Prize have been met. Subject to the foregoing, Prize Winner must pick up their prize or arrange for delivery of their prizes, except Sponsor will deliver cash prizes to prizewinners by U.S. mail, wire transfer, or other mutually acceptable means.

ANY VIOLATION OF THESE OFFICIAL RULES BY ANY PRIZE WINNER (AT THE SOLE DISCRETION OF SPONSOR) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AS PRIZE WINNER OF THE PROMOTION AND ALL PRIVILEGES AS PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

Prize details not set forth herein shall be determined in the sole discretion of Sponsor.

By participating in the Promotion, Entrant agrees to be fully and unconditionally bound by the Official Rules herein, and Entrant represents and warrants that he or she meets the eligibility requirements set forth herein. All federal, state and local laws and regulations apply. Void where prohibited by law. Prize Winner may receive an IRS 1099 G- form for the value of their prizes. Entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding on all matters relating to Promotions. Sponsor and any related Promotion entities are not responsible for any typographical or other errors in the printing of the offer, administration of Promotions or the announcement of the prizes, or for lost, late, misdirected, damaged, incomplete or illegal entries.

Sponsor reserves the right at their sole discretion to disqualify any entrant found to be (a) tampering or attempting to tamper with the entry process or (b) violating the Official Rules.

DISPUTES/GOVERNING LAW

Except where prohibited, as a condition of participating in Promotion, Entrant agrees that any and all disputes that cannot be resolved between the parties, and all claims and causes of action arising out of or connected with the Promotion or any prize awarded, or the determination of winner shall be resolved individually, without resort to any form of litigation or class action. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

All issues and questions rights and obligations of entrant in connection with Promotions shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to the conflict of laws rules thereof.