

SPECIAL OLYMPICS MISSOURI, INC

“Drive It Home Raffle” 2017 OFFICIAL RULES

NO PURCHASE NECESSARY

1. **PROMOTION DATES:** The Drive It Home Raffle (the “Raffle”) for Special Olympics Missouri, Inc., SOMO (“Sponsor”) begins April 12, 2017 and will end on November 11, 2017 (“Raffle Period”). Tickets must be purchased by midnight on October 14, 2017 to qualify as an area finalist. After October 14, raffle tickets will only be sold at the Zimmer Tail Gate event prior to the last home Missouri University Football Game, Columbia, Missouri (Tentative Date: November 11, 2017). The Raffle is subject to all federal, state and local laws and regulations.

2. **RAFFLE PRIZE (S):**

Grand Prize – One finalist will win the 2017 Honda Pilot Elite (Total MSRP \$45,426).

Finalist Prizes – There will be seven (7) \$500 finalist prizes given away at the Drive it Home Raffle Giveaway at the Zimmer Tail Gate event prior to the last home Missouri University Football Game, Columbia, Missouri (Tentative Date: November 11, 2017). Each finalist will be eligible to receive a \$500 cash prize to be given during the Giveaway, with the exception of the one (1) finalist who wins the Grand Prize vehicle.

3. **WHO MAY ENTER:** The Raffle is open to all residents of the United States, which have reached the age of majority in their state of residence. The following persons are not eligible to enter the Raffle: (i) employees of Sponsor, and (ii) the spouses or dependents of employees.

4. **TO ENTER:** For raffle ticket sales in person, print your name, address, and daytime phone number on the raffle ticket stub and submit your completed Raffle ticket stub and your donation to the person that provided you with the Raffle ticket. That person will forward all Raffle ticket stubs received to SOMO local Area Offices (six in number in the State of Missouri) to be entered for the finalist drawing (please note there will be a separate drawing at each Area Office). For raffle tickets purchased online at www.somo.org/WIN, SOMO will use information provided by purchaser to complete ticket stubs. The receipt provided at time of online purchase is the proof of purchase. Raffle tickets purchased online will be forwarded to SOMO local Area Offices to be entered for the finalist drawings. To qualify for area drawings, tickets must be purchased by midnight on October 14, 2017. Please note, after October 14th, additional raffle tickets will only be sold at the Zimmer Tail Gate event prior to the last home Missouri University Football Game, Columbia, Missouri (Tentative Date: November 11, 2017), which will provide for an eighth (8th) finalist.

5. **DRAWING:**

(a) AREA FINALIST DRAWINGS: From October 17, 2017 through October 23, 2017, Sponsor will conduct six (6) drawings, one (1) for each area within the State of Missouri. For each area drawing, one (1) entry will be selected randomly from among all eligible entries received in that region except St. Louis Metro will draw two (2) finalists bringing the total area finalist number to seven (7). A SOMO Area Office will oversee each area drawing. Sponsor will notify each finalist by telephone. Upon verification of their eligibility, each of said finalists will be given a chance to win the Grand Prize or a \$500 cash finalist prize. There will be

seven (7) alternates drawn that will be eligible if one of the finalists becomes ineligible or chooses not to participate. If an alternate becomes a finalist, the game tickets will then be provided.

(b) **GAME DAY FINALIST:** Raffle tickets will be sold at the Zimmer Tail Gate event prior to the last home Missouri University Football Game, Columbia, Missouri (Tentative Date: November 11, 2017). From these sales, an eighth (8th) finalist will be drawn.

(c) **GIVEAWAY:** At the Giveaway, (event details to be announced) each of the eight (8) finalists must be represented either by themselves or a designated person at the grand prize Giveaway. Each finalist (or their designated representative) will select one (1) container with a key in it. There will be eight containers. After each finalist has received a potential winning key, each finalist will have an opportunity to use their chosen key to unlock the vehicle or start the engine depending on the vehicle manufactures anti-theft system. The finalist whose key successfully starts the vehicle will win the Grand Prize. Order of key selections and key insertion/door unlocking will be randomly determined, and only one key will successfully start the vehicle/open the vehicle door.

(d) The seven (7) remaining finalists will be eligible to receive a \$500 cash prize after the Grand Prize winner is determined. The individual who wins the Grand Prize is ineligible to win the \$500 cash finalist Prize.

6. **PRIZES:** The Grand Prize winner shall be required to personally retrieve the vehicle and present acceptable personal identification and evidence of any legally required insurance. Sponsors assume no liability or responsibility in connection with the safety or performance of any prize awarded hereunder nor in connection with any warranty or representation therewith. Finalist Prizes will be in the form of a check made payable to the finalist and awarded at the time of the Grand Prize Giveaway after the Grand Prize winner is determined.

7. **ELIGIBILITY and GENERAL TERMS:** By participating in the Raffle, all entrants agree to abide and be bound by these official rules and the decisions of the judges, which will be final and binding with respect to all matters relating to this Raffle. If an entrant wins a prize and is found later to be in violation of these official rules, that entrant will be required to forfeit the prize; provided, however that if a finalist or grand prize winner has not reached the age of majority by the time of awarding the prize, that finalist or grand prize winner must have his or her parent or legal guardian accept the prize on his or her behalf and comply with all of these Official Rules in order to retain the prize. All Raffle ticket stubs become the property of Sponsor and will not be returned. False, fraudulent or deceptive entries or acts will render an entrant ineligible and any entrant who attempts to submit a fraudulent Raffle ticket stub or who attempts to defraud Sponsor in any manner in connection with this Raffle may be prosecuted to the fullest extent of the law. Finalists are subject to verification of eligibility and compliance with these rules. Odds of winning depend upon the number of eligible entries received. Prizes will be awarded. Winner of the Grand Prize must take delivery from Dave Mungenast Honda at 5939 S. Lindbergh Blvd. in St. Louis, Missouri no later than ten days after the Grand Prize Giveaway. No substitution of prizes is offered, no transfer of prizes to a third party is permitted and the Grand Prize may not be redeemed for cash value. Void where prohibited or restricted by law. Federal, state and local taxes, license, title, insurance, registration and all operation and maintenance costs are the sole responsibility of the winner. No groups, clubs or Organizations may reproduce or distribute any portion of these rules to its members. Area finalists will be notified by phone and email. Alternate Area winners will be selected and contacted if winners cannot be positively contacted by phone within three (3) business days of drawing. Winner of the Game Day drawing must be present to win. Alternate Game Day finalist will be drawn in succession until a Game Day winner is present to participate in the Grand Prize Giveaway. The winner of the Grand Prize

will be required to sign and return an affidavit of eligibility and liability/publicity release within seven (7) days of notification. In the event the affidavit and release is not returned within seven (7) days, prize will be forfeited and an alternate winner will be randomly selected from among the other seven finalists. All travel and transportation costs associated with collecting the prizes will be the sole responsibility of the winner. Winners must consent to the use of his/her name, voice, picture or other likeness without further compensation for promotional purposes in all media as determined by sponsors. Sponsor is not responsible for any taxes associated with prizes winnings.

Sponsor is not responsible for: (i) any difficulties that an entrant may experience obtaining a Raffle ticket; (ii) any typographical or other error in the printing or advertising of the offer, administration or execution of the Raffle, or verification or announcement of prize/prize winner; or (iii) any lost, late, misdirected, illegible, incomplete, damaged, mutilated, misdirected, Raffle ticket stubs, all of which will be void. Sponsor is not liable for any prize due to a damaged or defective Raffle ticket stub, or Raffle ticket stub printed in error; or (iv) any taxes associated with prize winnings. The maximum number of prize awards is limited to the prize list and quantity as stated in these Official Raffle Rules and Sponsor is not obligated to award more than the stated quantities.

Participation in this Raffle constitutes permission for the Sponsor, and its agencies to use entrants' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. Sponsor, and its officers, directors, employees, shareholders, agents, independent contractors, representatives, agencies and any other individuals or companies participating in the design, administration or fulfillment of this Raffle (Collectively "Releasees") are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; theft, tampering, destruction, or unauthorized access to, or alteration of Raffle tickets; typographical, printing or other errors; any problems with transactions, or any Raffle tickets or entries that are late, lost, incomplete, misdirected, stolen, mutilated, illegible, postage due or any combination thereof. All such entries will be disqualified, as will any entries submitted in a manner that is not specifically allowed under these Official Raffle Rules. Any Raffle ticket stub that is illegible, damaged, mutilated, manipulated, duplicated, forged, counterfeited, altered, copied, hand printed, tampered with in any manner, obtained in a manner outside legitimate methods as stated in these Official Raffle Rules or distributed where prohibited by law will be considered void and will not be eligible for prize redemption. By participating in the Raffle, entrants affirm that they have read and accept these Official Raffle Rules.

By entering this Raffle, entrants agree that the Releasees will not be liable for personal injuries, death, damages, expenses or costs or losses of any kind resulting from or in connection with participation or inability to participate in this Raffle or acceptance, possession or use or inability to use a prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. By accepting prizes, winners release the Releasees from all liability and responsibility with respect to the acceptance, possession or use/misuse of prize or participation in prize-related activities (including any property loss, damage, personal injury or death). Releasees will not be liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request prove to be invalid), equipment failure, terrorist acts, war, fire, flood, earthquake, unusually severe

weather, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control.

8. **DISPUTE RESOLUTION:** Each entrant agrees that (1) all disputes, claims, and causes of action arising out of or in connection with this Raffle, or any prizes awarded, will be resolved individually, without resort to any form of class action, and any judicial proceeding will take place in a federal or state court within the State of Missouri; (2) all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including any costs associated with entering this Raffle, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant waives all rights to claim, punitive, incidental, and consequential damages, and any other damages (other than for actual out-of-pocket expenses) and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Raffle Rules, or the rights and obligations of entrant and Sponsor in connection with this Raffle, will be governed by, and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Missouri or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Missouri.

9. **WARRANTY DISCLAIMER:** All prizes are awarded "AS IS" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, except for any warranties that may be contained in the manufacturer's warranty. Except as otherwise provided in these Official Raffle Rules, Releasees who are not the manufacturers make no warranties, representations or guarantees, express or implied, in fact or in law, respecting the performance or use of the prizes, including, without limitation, quality, merchantability, and fitness for a particular purpose, and the winner must look solely to the manufacturer for such warranties, if any.

10. **OFFICIAL RULES & WINNER'S LIST:** For a copy of these Official Raffle Rules or the names of major prize winners send a self-addressed stamped envelope to be received by **12/14/17** to: Special Olympics Missouri, Inc., Official Raffle Rules/Winners List (Please specify which you are requesting), 1001 Diamond Ridge, Suite 800, Jefferson City, MO 65109. Official Raffle Rules are also available at www.somo.org/WIN during the applicable entry period. The finalists' names will be posted on the SOMO website after October 25, 2017. The Grand Prize Winner's name will be posted by December 5, 2017.

11. **RAFFLE SPONSOR:** Special Olympics Missouri, Inc., 1001 Diamond Ridge – Suite 800, Jefferson City, MO 65109 ("Sponsor").

Thank you for supporting Special Olympics Missouri, Inc.