



2023 Raffle Terms and Conditions

Denver Children's Foundation (the "**Foundation**"), a Colorado nonprofit organization and tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting the 2023 Denver Children's Foundation Drive for Kids Raffle (the "**Raffle**") to raise funds for distribution in annual grants to eligible charities. The rules (the "**Rules**") of the Raffle, as set forth below, govern the Raffle, award of prizes, and participation in the Raffle.

These Rules bind every person who buys or holds a Raffle ticket ("**Ticket Holder**"). By purchasing or holding a ticket, each Ticket Holder agrees (1) to be bound by these Rules and (2) that the Foundation's interpretation and application of these Rules is conclusive and final and its sole discretion.

Tickets

Raffle tickets cost \$100.00 per ticket (online ticket sales require a \$2.90/ticket processing fee). Pursuant to the Internal Revenue Code of 1986, as amended (the "**Code**"), amounts paid for chances in raffles, lotteries, or similar drawings for valuable prizes are not gifts and therefore do not qualify as deductible charitable donations. This means you cannot deduct the cost of a purchased raffle ticket on your tax returns.

Licenses

The Raffle will be conducted using Colorado Raffle license number **2023-18710** by the Denver Children's Foundation – Board of Directors.

Eligibility

To be eligible to purchase a ticket, a Ticket Holder must (1) be at least 18 years old at the time of purchase; (2) be a U.S. resident physically residing in the United States or District of Columbia; and (3) not be precluded by Applicable Law (as defined in the "Registration with the State of Colorado and Applicable Law" section of these Rules) from holding or purchasing a ticket or participating in a Raffle.

A person cannot be a Ticket Holder if such person is a person (1) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those names on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; or (2) who is acting, directly or indirectly, for or on behalf of any such person.

The Foundation reserves the right to require reasonable evidence of the eligibility of a Ticket Holder at any time and to void any ticket sold to a person who does not meet the eligibility requirements or who is precluded by applicable law from holding a ticket or participating in a Raffle.

How to Purchase Tickets

Ticket Holders may purchase Raffle tickets online at www.denverchildrensfoundation.org (with \$2.90/ticket mandated process fee) and at the Foundation's live events (no fees). At the time of purchase, Ticket Holders must provide their name, address, email address, phone number, and any such other information the Foundation may require. All entries must include payment by debit or credit card or cash. Payments by debit or credit card require card number, card security code, expiration date, and billing zip code.

Purchase Deadline

Tickets may be purchased in person until September 30, 2023, at 9 PM Mountain Time (Denver, CO) and online until 8A on September 30, 2023. The Foundation reserves the right to reject any entry form that it deems defective, illegible, ineligible, or submitted without good funds.



Raffle tickets will be printed and retained by the Foundation. All tickets sold will be entered into the drawing. To win a prize, Ticket Holders do not need to be present at the drawing. Purchase of a Raffle ticket does not grant admission or entry to any event hosted by the Foundation.

All Raffle ticket sales are final and non-refundable. No refunds are available, except at the discretion of the Foundation. However, in the event the Raffle is cancelled, with the approval of the Colorado Secretary of State, all ticket purchases will be refunded. The Foundation assumes no responsibility for lost, late, misdirected, or any other failure to receive orders or deliver receipts prior to the drawing deadline.

Website Function

Buyer acknowledges and accepts that, although reasonable measures are implemented to provide access to the website 24/7, there is no warranty that the website will be error-free and function properly at all times. The Foundation shall not be liable for errors occurring on the website, which includes the Raffle ticket payment gateway. A ticket will not be entered into the drawing without a specific order confirmation via email and/or the presentation of printable tickets via the user interface.

Although security precautions meeting or exceeding industry standards are used on this website, the Foundation cannot guarantee that the website will be free of security, including, but not limited to, unauthorized interception of data or communications.

Should an error occur on the website, you are encouraged to contact the Foundation at 303-832-8390 to report the error and complete the purchase of your ticket. The Foundation is not liable for any damage resulting from the use of the website, including damages caused by performance, error, interruption, defect, delay in operation, computer virus, or other server malfunction.

Privacy Statement

CATEGORIES OF INFORMATION THAT WE COLLECT

The Foundation collects nonpublic personal information related to Raffle ticket purchases.

CATEGORIES OF INFORMATION THAT WE DISCLOSE AND THE PARTIES TO WHOM WE DISCLOSE

The Foundation does not disclose any nonpublic personal information about the ticket purchaser except as required by law.

DISCLOSURE OF NONPUBLIC PERSONAL INFORMATION TO OTHER NONAFFILIATED THIRD PARTIES

The Foundation discloses nonpublic personal information to other nonaffiliated third parties only as required by law.

The Drawing

The Foundation will draw at random and determine the winning ticket under the supervision of the Foundation's Certified Games Manager (as defined by the Colorado Secretary of State). The drawing will be held at a Foundation event, with event ticket sales open to the public. The winner does not need to be present to win.



Prize Drawing

The Prize Drawing will occur at 9:30 p.m. on September 30, 2023, at the Foundation's 2023 Denver Barn Party event, which will be held at Levitt Pavilion, 1380 W Florida Ave, Denver, CO 80223. Need not be present to win.

At the Prize Drawing, the winning Raffle ticket will be chosen by picking it from a Raffle drum containing all tickets. Numbered tickets will be assigned to online purchases, with numbers communicated to purchasers via email before the drawing and stubs placed in the drum. All tickets in the Raffle drum will be thoroughly mixed. The Ticket Holder of the winning ticket (the "**Winner**") shall be notified via e-mail at the address provided by the Ticket Holder.

At the discretion of the Foundation, and subject to the approval of the Colorado Secretary of State, the Foundation may extend or modify the Purchase Deadline and Prize Drawing date, time, and location. The Foundation's Certified Games Manager is the final authority in the event of any disputes regarding any of the drawings.

Odds of Winning

The odds of winning will depend on the number of tickets sold. The chance of winning the Grand Prize will vary based upon the number of tickets sold. By way of illustration only, if the Foundation sells 1,000 tickets, then the odds of winning the Grand Prize are 1 in 1,000.

Grand Prize

The Grand Prize is a 1969 Chevrolet Corvette, VIN 194379S730515. The Grand Prize will be offered to the Winner in "as is" condition without warranty of any kind, express or implied. *There is no cash option for the Grand Prize or other prizes.* The Grand Prize is non-assignable and non-transferable. Winner must provide a valid U.S. driver's license and evidence of insurance prior to delivery. Vehicle awarded may differ slightly from vehicle displayed in promotional materials.

The Grand Prize Winner is solely responsible for any and all federal, state and local taxes. Additionally, the Grand Prize Winner is solely responsible for any and all license, title, insurance, registration, and pickup or delivery fees and costs associated with the Grand Prize. **WINNER IS SOLELY RESPONSIBLE FOR ANY AND ALL TAXES IMPOSED OR ASSESSED IN CONNECTION WITH THE GRAND PRIZE.**

The Foundation shall have no obligation to the Winner to provide or enforce any warranty or other right offered by any third party in connection with the Grand Prize. Any warranty or other right that may be provided or offered by any third party in connection with the Grand Prize shall be between the Winner and the third-party provider of the Grand Prize. **THE FOUNDATION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GRAND PRIZE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Net Raffle Proceeds

As used herein, the term "Net Raffle Proceeds" means (1) the gross proceeds received by the Foundation received from the sale of tickets in the Raffle; less (2) all Raffle-related expenses as determined by the Foundation. The determination by the Foundation will be binding in all events, other than a manifest error made by the Foundation in the computation of the revenues and expenses of the Raffle.



Rules Applicable to All Ticket Holders and Grand Prize Winner

The Foundation will make reasonable efforts to notify the Winner using information provided on the winning entry form. If the Winner does not contact the Foundation following the first initial contact notifying the Winner of his or her winning, then the Foundation shall give notice to the Winner by U.S. Postal Service certified mail, return receipt requested, at the address set forth in the information provided by the Ticket Holder. This notice shall state (1) the Grand Prize won; (2) the telephone number of a contact person at the Foundation; (3) the time and location where the Grand Prize can be claimed; and (4) that if the Grand Prize winner has not claimed the prize within thirty (30) days following the certified mail notification, the Foundation may, at its option, retain the Grand Prize.

ONCE THE TICKET HOLDER RESPONDS (WHETHER ORALLY OR IN WRITING) TO THE FOUNDATION'S NOTIFICATION, HE OR SHE SHALL HAVE FOURTEEN (14) DAYS TO SATISFY ALL REQUIREMENTS HEREIN AND TAKE TITLE AND POSSESSION TO THE VEHICLE OR THE GRAND PRIZE IS DEEMED FORFEITED.

The Foundation will not award the Grand Prize if the Winner (1) was ineligible to purchase a ticket or otherwise enter the Raffle; (2) provided materially false or misleading information to the Foundation in connection with the purchase of a raffle ticket; or (3) if participating in this Raffle or receiving the Grand Prize is prohibited with respect to such person pursuant to these Rules or Applicable Law. No other Raffle ticket will be substituted for a winning Raffle ticket, and the Foundation will retain the Grand Prize. A Ticket Holder cannot assign or transfer his or her interest in a Raffle ticket or the Grand Prize won by a winning Raffle ticket.

Upon request of the Foundation, Grand Prize Winner shall provide: (1) a signed sworn affidavit of eligibility under these Rules and Applicable Law and satisfactory proof that he or she is the person named on the winning entry; (2) a true and valid taxpayer identification number (e.g., social security number, individual taxpayer identification number, or employer identification number); (3) satisfactory proof that the purchaser of the ticket was an eligible Ticket Holder at the time the ticket was purchased; (4) signed and completed IRS Form W-2G; (5) payment of all federal, state, and local taxes as calculated in the Foundation's sole discretion to be submitted by the Foundation to the appropriate tax authorities on behalf of the Winner; (5) a publicity release, and; (6) any other such matters as the Foundation may reasonably request such as proof of identification and proof of address to determine authenticity of individual claiming the Grand Prize.

The Foundation appreciates and respects each Ticket Holder's privacy. The Foundation will use personal information provided by the Ticket Holder to fulfill Raffle ticket orders, to contact the Winner, and to publicize the name of the Winner. Notwithstanding the foregoing, each Ticket Holder agrees that his or her name, likeness, voice, and city of residence may be recorded by audio, video, or other digital means, and may be used in any print, audio, or visual media without notice or compensation for any purpose, including related to this or any other Foundation Raffle, or promotional materials.

Each Ticket Holder: (1) agrees that the Foundation and its directors, shareholders, officers, members, employees, agents, and representatives are not responsible for any injuries, losses, or damages of any kind arising in connection with, or as a result of, this Raffle and/or that person's failure to win or redeem the Grand Prize, or that person's award of, acceptance of, or use of, the Grand Prize; (2) releases, indemnifies, defends, protects, and hold harmless the Foundation and its directors, shareholders, officers, members, employees, agents, advertising agency, contractors, insurers, attorneys, accountants, and affiliated entities from and against all losses, damages, rights, claims, and actions of any kind arising in connection with, or as a result of, this Raffle and/or that person's failure to win or redeem the Grand Prize, or that person's award of, acceptance of, or use of the Grand Prize, or that person's failure to comply with Applicable Law; and (3)



represents and warrants to the Foundation that he or she has read and understands these Rules and agrees to be bound by these Rules and the Foundation's decisions, which are final. TICKET HOLDER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE FOUNDATION SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR TICKET HOLDER'S RAFFLE TICKET(S).

If there is a dispute of any kind regarding the award of the Grand Prize or the conduct of the Raffle, the Foundation and all persons purchasing or holding a ticket agree to arbitrate such dispute and such dispute shall be decided by binding arbitration in accordance with the Rules of the American Arbitration Association then in effect and shall be governed by the United States Arbitration Act (9 U.S.C. §§ 1-16). By the purchase of a ticket, all persons purchasing or holding a ticket submit themselves to the jurisdiction of the District Court of the City and County of Denver, Colorado and appoint the then Clerk, or acting Clerk, of said court as their Agent for the service of all process in connection with such proceedings and consent to the arbitration of disputes between them. The official records of the Foundation held in the Raffle database shall be deemed correct and final.

Registration with the State of Colorado and Applicable Law

This Raffle is being conducted pursuant to Bingo-Raffles License #2023-18710 issued to the Foundation by the Colorado Secretary of State's Office, and is being conducted in accordance with the applicable provisions of the Colorado Constitution (Section 2 of Article XVIII), Colorado's Bingo and Raffles Law (Colorado Revised Statutes, Title 12, Article 9, Sections 101 to 301), and Colorado's Rules Covering and Regulating Bingo/Raffles (8 CCR 1505-2).

The Raffle is subject to these Rules, the laws of the State of Colorado, and Applicable Law. If there is a conflict between these Rules and the laws of the State of Colorado, the laws of the State of Colorado shall govern. The Foundation reserves the right to modify the Rules or impose additional conditions, procedures, and requirements as may be necessary or required for the Raffle and the award of the Grand Prize hereunder to comply with the laws of the State of Colorado and Applicable Law. This Raffle is void where prohibited by law. These Rules are copyrighted proprietary materials and may not be copied, reproduced, or used in whole or part in any manner.

The raffle is conducted by Denver Children's Foundation – Board of Directors, License #2023-18710. For information or inquiries about this Raffle, contact the Foundation Executive Director at adam@denverchildrensfoundation.org or 303-832-8390.