

**State College Spikes**  
**50/50 RAFFLE**

**OFFICIAL RULES**

1. Spikes Baseball LP (“The State College Spikes”) will conduct a 50/50 Raffle (the “Raffle”) at Medlar Field at Lubrano Park on such of the dates on which home games (regular season and post-season) of the State College Spikes are scheduled to be played as it may elect.
2. On each of those dates, Raffle tickets will be sold throughout Medlar Field at Lubrano Park from the time its gates are opened to the public through the end of the 7<sup>th</sup> inning of that date’s game or the time at which a decision is announced that the game or its completion has been postponed to a later date or cancelled. Such sales shall be for cash or credit card, as follows: (a) three tickets for five dollars; (b) ten tickets for ten dollars; (c) forty tickets for twenty dollars. Every Raffle ticket sale will be final and each ticket purchased will represent one entry in the drawing for the winner of the Raffle.
3. Following the conclusion of the 7<sup>th</sup> inning, or the announcement of any postponement or cancellation of the game, a single winning Raffle ticket will be randomly drawn utilizing an automated computer program. The winning ticketholder need not be present at the time of the drawing in order to win. The winning Raffle ticket will be announced during the 8<sup>th</sup> inning, or within fifteen minutes following any such postponement or cancellation announcement, over the stadium Public Address system and by posting its number on the ballpark’s scoreboard and thereafter will be posted for at least the next thirty days on the State College Spikes website ([www.statecollegespikes.com/raffle](http://www.statecollegespikes.com/raffle)).
4. Each Raffle, and all tickets, transactions, participants, purchasers, winners and other aspects of the Raffle whatsoever, are subject to these Official Rules, to the Pennsylvania Local Option Small Games of Chance Act and the regulations adopted pursuant thereto (together, “the Act”), and to any and all other statutes and regulations that may be applicable thereto.
5. Half of the amount of the gross proceeds from the sale of tickets to each Raffle (as determined by the State College Spikes in its sole discretion) shall constitute the Raffle’s prize (the “Prize”). The other half shall be retained for payment to the designated participating non-profit organization by the State College Spikes in accordance with the Act. Prize winners will be subject to all withholding tax and other federal, state and local tax requirements.
6. To prove entitlement to any Prize, the holder of the winning Raffle ticket must do the following, in person, either at the 50/50 table located on the main concourse before the

end of the 9<sup>th</sup> inning, or thereafter, by appointment at the offices of the State College Spikes at Medlar Field at Lubrano Park on or before midnight of the day which is fifteen days following the day of the last home game of the State College Spikes season: (a) produce the winning Raffle ticket; (b) complete and sign the appropriate Prize Claim Form; and (c) complete and sign all applicable tax forms. Once those steps have been timely completed to its reasonable satisfaction, the State College Spikes will within thirty days thereafter mail its check, in the amount of the Prize net of any applicable tax withholding, to the person and at the address specified in the Prize Claim Form. Any Prize that is not properly and timely so claimed and any Prize check so mailed that is returned undeliverable, shall be deemed forfeited and the Prize amount shall instead be retained by the State College Spikes in accordance with the Act.

7. Raffle tickets may not be purchased and Prizes may not be claimed by any person who is: (a) not at least 18 years old; (b) visibly intoxicated; or (c) selling tickets for or otherwise engaged in the operation of the Raffle or is a director and/or officer of the State College Spikes, or a member of the immediate family of any such person. A Raffle ticket is void and its holder is ineligible to win the Prize if there is sufficient evidence, in the sole discretion of the State College Spikes, that the ticket was improperly issued, printed in duplicate or in error, counterfeited, stolen, illegible, altered or subject to other similar or dissimilar material deficiencies and the State College Spikes will have no liability with respect to or the redemption in error of such a ticket. Unauthorized persons copying, selling or altering Raffle tickets or otherwise undermining the legitimate operation of the Raffle are subject to prosecution.
8. By purchasing a Raffle ticket, each ticketholder agrees to have his or her name, biographical information, photograph, image and likeness, and voice published, broadcast and otherwise reproduced by the State College Spikes in any media or format, worldwide, for publicity and promotional purposes, without notice, review or approval and without further payment or consideration, for an unlimited duration.
9. Each person who purchases a Raffle ticket, together with his or her personal representatives, heirs, successors and assigns (collectively, "Participant"), is by that act conclusively deemed to have agreed with the State College Spikes as follows: (a) to defend, indemnify, release and forever discharge the State College Spikes, the Pennsylvania State University, and each of the other Minor League Baseball Clubs (individually and collectively), the Office of the Commissioner of Baseball and the respective present and future affiliated entities, owners (direct and indirect), officers, directors, employees, agents and committees of the foregoing persons or entities (collectively the "Released and Indemnified Parties"), from and against any and all claims, injuries, losses, damages, or liabilities of any nature whatsoever to persons or property, which such Participant may now or hereafter assert, including, but not limited to claims for injury, death, illness, or damages, resulting in whole or in part, directly or indirectly, from participation in any Raffle and from acceptance, receipt, ownership,

possession, misuse or use of any Prize; (b) to waive any right to claim any ambiguity or defect in the operation of any Raffle or in these Official Rules; (c) that the Released and Indemnified Parties have made no representation, warranty or guaranty, expressed or implied, in law or in fact, relative to the operation of any Raffles or to any Prize, and are not responsible for any errors in Raffle operations, Prizes or materials; (d) to waive all rights to bring a class action to suit or to claim punitive, incidental, special and consequential damages, attorney's fees or any damages from or against any of the Released and Indemnified Parties other than actual out-of-pocket costs incurred to purchase a Raffle ticket; (e) that any disputes will be resolved in Centre County and governed under Pennsylvania law, without reference to its conflicts or law principles; (f) that any failure to enforce any provision of these Rules shall not constitute a waiver of that or any other provision; and (g) that the State College Spikes may modify, suspend or postpone any Raffle to the extent in its judgement necessitated by, infection, tampering, fraud, unauthorized intervention or technical failure or by force majeure or any other reason beyond its reasonable control.