

OFFICIAL RULES AND REGULATIONS

Pricing: 1 for \$1, arm length for \$5, body length for \$20

- Tickets for sale when gates open up until the 7th inning
- Raffle tickets can be obtained at 50/50 RAFFLE kiosks or from a 50/50 RAFFLE seller (wearing a bright orange sign) roaming throughout the stadium
- Jackpot updates will be displayed between innings
- Cumulative jackpot from April 8th-September 11th:
 - Winner will be announced before the 8th inning on September 11th
- Must be 18 years or older to enter

By purchasing a Raffle ticket, the entrant agrees to abide by all terms of the Official Rules applicable thereto. Subject to all Federal, State, Local and Municipal Laws and regulations. By entering any 50/50 RAFFLE, Entrants agree to abide by all terms of these Official Rules. All 50/50 RAFFLES shall be subject to all Federal, State, Local and Municipal Laws and Regulations. Some restrictions apply. Void where prohibited or restricted by law.

1. The Winston-Salem Sports Foundation 50/50 Raffle will be conducted at Dash home games starting on April 8th, 2022 vs. the Hickory Crawdads and continuing through the end of the 6th inning on September 11th, 2022 vs. the Brooklyn Cyclones. The grand prize for the Raffle will be fifty percent (50%) of the net proceeds from the cumulative sale of Raffle tickets during the Raffle Period (the "Grand Prize"). The Grand Prize will be, in accordance with North Carolina law (N.C. Gen. Stat. § 14-309.15; § 105-130.11 et seq (d)), a maximum of One Hundred Twenty Five Thousand dollars (\$125,000).
2. ELIGIBILITY. Participants must be legal U.S. residents eighteen (18) years of age or older and do not need to be present to win any prize. Volunteers, employees, directors, officers and agents of the Winston-Salem Dash, BB&T Ballpark and the Winston-Salem Sports Foundation and each of their respective affiliates, subsidiaries, distributors, suppliers and advertising, promotional or judging agencies as well as immediate family members of such employees are not eligible to win. Void wherever prohibited or restricted by law.
3. PURCHASE LOCATIONS. Raffle tickets can be purchased from any of the roaming Raffle distributors between the time that the doors open and the end of the 6th inning.
4. WINNER SELECTION AND SECOND PRIZES. The one (1) Grand Prize-winning ticket will be randomly selected between the 6th and 7th inning game on September 19th, 2021 vs. the Asheville Tourists. The winning ticket number will be announced over the Truist Stadium PA system and displayed on the scoreboard and various video monitors throughout the stadium. The winner need not be present at the September 19th game to win or claim the Grand Prize.
5. ODDS OF WINNING. The odds of winning depend on the number of Raffle tickets purchased by an individual and the total number of Raffle tickets purchased.
6. WINNER NOTIFICATION/RELEASES. The winning ticket numbers will also be displayed at www.milb.com/winston-salem/5050 within one (1) business day after the selection of the Grand Prize winning number. If the winner is not present during the in-game drawing, they should call the Dash administrative office at (336) 714-2287. Official Winston-Salem Dash 50/50 Raffle tickets are the only valid receipts and the only acceptable proof allowed for claiming a prize. All prizes must be claimed in person or via nationally recognized courier service by signing and returning a winner affidavit of eligibility, liability/publicity release, and, if applicable, a Waiver and Release of Liability form or the prize will be forfeited and donated to the Winston Salem Sports Foundation. Except where prohibited by law, acceptance of a prize constitutes winner's permission for the Sponsor and any of the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. The Grand Prize winner has thirty (30) calendar days from the date of the applicable drawing to redeem their winning ticket and claim their prize. After thirty (30) calendar days, unclaimed prizes will automatically be forfeited by the holder of the applicable winning ticket and will be donated to the Winston Salem Sports Foundation. Within thirty (30) days following completion of the paperwork required by law and Sponsor, the Grand Prize will be distributed via a check made payable to the aforementioned winner which will be mailed to the winner.
7. JURISDICTION AND RELEASE BY PRIZE WINNERS: The Raffle shall be governed by and interpreted in accordance with the laws of the State of North Carolina applicable to raffles fully carried out within North Carolina. Except where prohibited by law, all winners, by acceptance of a prize, agree to release the Sponsor and the Promotion Entities from any and all liability for claims, actions or proceedings for injuries or damages sustained in connection with the receipt, ownership or use of the prize or while traveling to, preparing for or participating in the Raffle or any prize-related activity. In the event any such claims are allowed, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Raffle but in no event attorneys' and/or experts' fees; and winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages (including attorneys' fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Each winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the winner to execute any document and winners acknowledge that they have not executed any document in reliance on any such promise, representation or

warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. Each winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document. By entering this Raffle, you consent to the laws of North Carolina as the governing laws and to the exclusive jurisdiction of the courts of the state of North Carolina.

8. **ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to the Minor League Baseball Privacy Policy located at <https://www.milb.com/about/privacy>. Notwithstanding the immediately foregoing, by purchasing a Raffle ticket and providing personal contact information, each such purchaser opts-in and consents to the receipt of marketing materials, emails and telephone solicitations from the Promotion Entities and their respective affiliates. All future email communications will provide the opportunity to opt-out of all other future email communications. If you would like your name removed from telephone and other (non-email) Winston-Salem Dash marketing lists please send a written request to 926 Brookstown Ave., Winston-Salem, N.C. 27101 with "Attn: Mailing List Removal" and your name will be removed within 90 days of the request.
9. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of any ticket(s) at any point in the operation of this Raffle; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Raffle; (d) inaccessibility or unavailability of the Internet or any combination thereof. Entrants agree that the Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Raffle or any Raffle-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Notwithstanding anything to the contrary contained herein or elsewhere, the Winston-Salem Dash and the Winston-Salem Sports Foundation and their respective officers, directors, employees, agents, contractors, and volunteers are not responsible for Raffle tickets which are lost, stolen, damaged, destroyed, mutilated, or rendered illegible or invalid due to any other condition. The Grand Prize for the Raffle will be fifty percent (50%) of the net proceeds (gross proceeds less direct hardware and software licensing costs) from the cumulative sale of Raffle tickets during the Raffle Period.
10. **SPONSOR.** The Winston-Salem Sports Foundation
11. **TAXES.** All winners are subject to IRS and North Carolina rules and regulations regarding gambling winnings. Generally, an exempt organization must report raffle prizes if (a) the amount paid reduced, at the exempt organization's option, by the wager (the amount a person paid for the chance to win a prize), is \$600 or more; and (b) the payout is at least 300 times the amount of the wager. The organization uses Form W-2G for this report. Any winner of a prize greater than \$5,000 will have federal income tax of 25% withheld from their winnings in accordance with IRS guidelines and regulations while also receiving form W-2G.
12. **GENERAL RELEASE.** All other expenses related to the receipt and uses of the prize(s) not specifically mentioned herein are the sole responsibility of the winner. The Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Entry in Raffle constitutes your agreement to abide by these rules. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Raffle if it is not capable of running as planned, including, but not limited to, the following reasons: infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of the Sponsor, and Sponsor will have the right to select the Raffle prize winning tickets from amongst the eligible entries as of the time that any action is taken. In the event of a dispute as to the identity of a winner, the entry will be deemed made by the holder of the winning Raffle ticket, unless such winning Raffle ticket has been signed or otherwise endorsed by another person, in which case, such other person will be deemed the winner of the applicable prize. Neither the Sponsor nor any of the Promotion Entities shall have any liability or responsibility for any claim arising in connection with participation in this Raffle or any prize awarded. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Raffle or the redemption, use or misuse of any prize. In the event of any dispute regarding the Raffle rules, the decision of Sponsor is final.

Tax Info Sources:

https://www.irs.gov/pub/irs-tege/notice_1340.pdf

<https://foundationsaccounting.ofa.ncsu.edu/services/raffles/>