

## OFFICIAL RULES

1. The Schwechheimer Family Foundation (Sponsor) will operate a 5050 Charitable Raffle at each home game of the Wichita Wind Surge.
2. **Ticket prices:**
  - 3 tickets for \$5
  - 10 tickets for \$10
  - 75 tickets for \$20
  - 200 tickets for \$40

*The ticket pricing is subject to change based on special promotions or deals for individual events.*

3 ELIGIBILITY. Participants must be (i) eighteen (18) years of age or older and (ii) legal U.S. residents, in order to be eligible to win any prize(s). Participants do not need to be present at the drawings to win any prize. Volunteers, employees, directors, officers, temporary or contract employees, and agents of the Wichita Wind Surge or the Schwechheimer Family Foundation and each of their respective affiliates, subsidiaries, and advertising or promotional agencies (collectively, the "Promotion Entities") and immediate family members and members of the household of such employees are not eligible to win.

4. PURCHASE LOCATIONS. Tickets can be purchased

i. At the 5050 Raffle Table in the main concourse of Riverfront Stadium or,

ii. From any mobile seller throughout each home game at any Wichita Wind Surge sponsored events, if applicable.

5 PRIZES.

**A Grand Prize.** One (1) grand prize of 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 will be awarded for each Raffle (the “Grand Prize”).

6 WINNER SELECTION.

A. The Grand Prize winning ticket for each Raffle Period will be randomly during the 7th inning of each game. Upon notification the raffle may be extended to include multiple games with a cumulative pot.

B. The winning ticket numbers will be announced during the game and posted online at [www.windsurge.com](http://www.windsurge.com). Winners need not be present at the applicable drawing to win or claim any prize.

6. ODDS OF WINNING. The odds of winning depend on the total number of Raffle tickets sold.

7. WINNER NOTIFICATION/RELEASES. The winning ticket numbers will be displayed at [www.windsurge.com](http://www.windsurge.com) within one (1) business day after the selection of each respective Grand Prize winning number. In order to claim a Raffle prize, potential winners should contact the Wichita Wind Surge @ 316-221-8100. **Official Schwechheimer Foundation 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, IRS Form W-9, liability/publicity release, and, if applicable, a Waiver and Release of Liability form or the prize will be forfeited and donated to the Schwechheimer Family 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. Grand Prize winners have 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 retained by the Schwechheimer Family Foundation. Within forty-five (45) 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.

8. **JURISDICTION AND RELEASE BY PRIZE WINNERS:** The Raffle shall be governed by and interpreted in accordance with the laws of the State of Kansas. 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 Kansas as the governing laws and to the exclusive jurisdiction of the courts of the state of Kansas.

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. 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 Schwechheimer Family Foundation

11 WINNER LIST. For the names of the prize winners, send a self-addressed, stamped envelope to:

Wichita Wind Surge – PO Box 1187 – Wichita – KS – 67201 – attn: Katie Woods

12 TAXES. All winners are subject to IRS and Kansas rules and regulations regarding gambling winnings. Winners of prizes over \$600 will receive a W-2G form the Schwechheimer Family Foundation. Sponsor will not distribute monetary prizes to any winner without having received such winner's signed IRS Form W-9. Any winner of a prize greater than \$5,000 will have federal income tax withheld from their winnings in accordance with IRS guidelines and regulations while also receiving form W-2G.

13 GENERAL RELEASE. All other expenses related to the receipt and use 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.

14. SPONSOR CONTACT: Ms. Katie Woods – Wichita Wind Surge -316-221-8100

15. GOVERNING LAW: This Raffle is governed by Kansas law without regard to its conflict of laws provisions.