

## 50/50 Raffle Rules, Terms and Conditions

**1. Eligibility:** The Raffle is open to those who are **18 years of age** as of the date of entry. Tickets may only be purchased in person on the day of an announced event. The Raffle is only open to legal residents of the United States and is void where prohibited by law. Employees or Members of the **Fairfax Volunteer Fire Department** (the "Sponsor") **and City of Fairfax Fire Department** their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are **not eligible** to participate in the Raffle. The Raffle is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the **Fairfax Volunteer Fire Department**, as final and binding as it relates to these rules. The Raffle is subject to all applicable federal, state and local laws.

**3. Raffle Period:** Entries will be accepted only on **July 4, 2023**. Live ticket sales, will begin at 9:00AM EST on **July 4, 2023** and end no later than 2:00PM EST on **July 4, 2023**.

### 4. How to Enter:

The Raffle may be entered by making a contribution and submitting an entry using the tickets form provided. The entry must fulfill all Raffle requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the **Fairfax Volunteer Fire Department**. You may enter multiple times and you must provide your email address on each entry. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission will be removed from eligibility at the sole discretion of the **Fairfax Volunteer Fire Department**. **No refunds will be made for fraudulent entries.**

**5. Additional Conditions.** **No refunds are available.** Any incomplete or illegible entries will not be processed. **Disqualified and/or prohibited entries will not be refunded.** Sponsor is not responsible for lost, late, incomplete, invalid, illegible or misdirected entry applications, which will be disqualified and destroyed. Except in the case of gift entries, all entries must be made in the name of the individual and no transfer of ownership of a ticket is permitted. No entries will be accepted from or on behalf of, corporations, trusts, partnerships, or other entities.

**6. Prizes:** The 50/50 winner will receive one half of all monies collected. No prize substitution is permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize

or transfer/assignment of prize to others by the winner is permitted. Acceptance of prize constitutes permission for the **Fairfax Volunteer Fire Department** to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**7. Odds:** The odds of winning depend on the number of eligible entries received in the Raffle.

**8. Winner selection and notification:** Winner of the Raffle will be selected in a random drawing under the supervision of the Sponsor. Winner will be notified via the email to the email address they entered, within five (5) days following the winner selection. The **Fairfax Volunteer Fire Department** shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. *If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.*

The receipt by winner of the prize offered in this Raffle is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE RAFFLE AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**9. Rights Granted by you:** By entering this contest you understand that the **Fairfax Volunteer Fire Department**, anyone acting on behalf of the **Fairfax Volunteer Fire Department**, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Raffle, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**10. Terms:** The **Fairfax Volunteer Fire Department** reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Raffle should (in its sole discretion) non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Raffle. In such case, the **Fairfax Volunteer Fire Department** may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the **Fairfax Volunteer Fire Department**. The **Fairfax Volunteer Fire Department** 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 or violates these Terms &

## Conditions.

The **Fairfax Volunteer Fire Department** has the right, in its sole discretion, to maintain the integrity of the Raffle, to void entries for any reason, including, but not limited to attempts to fraudulently enter or violate these Rules. By entering the Raffle, you agree to receive emails and/or newsletters periodically from the **Fairfax Volunteer Fire Department**. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the email or newsletter.

**11. Limitation of Liability:** By entering you agree to release and hold harmless the **Fairfax Volunteer Fire Department and the City of Fairfax Fire Department**, and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Raffle and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**12. Disputes:** THIS RAFFLE IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF VIRGINIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Raffle, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the Commonwealth of Virginia having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Raffle), and participant further waives all rights to have damages multiplied or increased.

**13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Fairfax Volunteer Fire Department Web Site. To read the Privacy Policy, click on the link shown here: <http://www.fairfaxvfd.com/privacy.aspx>

**14. Winner:** Winner's name will be posted on the web at: <https://www.fairfaxvfd.com/Home.aspx> .To obtain a copy of the winner's name for a specific raffle, or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: the Fairfax Volunteer Fire Department, 4801 University Drive Fairfax, VA 22030, Attention: FVFD Secretary. Requests must be received no later than 2 weeks after the Raffle closes.

**15. Sponsor:** The Sponsor of the Raffle is the Fairfax Volunteer Fire Department, 4801 University Drive Fairfax, VA 22030.