Environmental Research & Education Foundation
2019 Raffle Terms and Conditions

Environmental Research & Education Foundation ("Sponsor"), a North Carolina non-profit corporation, is pleased to be conducting this fundraising raffle (the “Raffle”). In order to participate in the Raffle, you must agree to these terms and conditions ("Rules").

PLEASE CAREFULLY READ THE RULES BEFORE BUYING A RAFFLE TICKET. THE RULES CONTAIN IMPORTANT PROVISIONS ABOUT THE RAFFLE AND SPONSOR’S OBLIGATIONS WITH RESPECT TO THE RAFFLE. YOUR PURCHASE OF A RAFFLE TICKET CONSTITUTES YOUR ACCEPTANCE OF THESE RULES. In particular, please pay careful attention to the eligibility provision below. Eligibility is limited, and this Raffle is void where prohibited.

1. Raffle Rules.
   a. Purpose. The purpose of the Raffle is to raise money for Sponsor. The Raffle is being lawfully conducted pursuant to N.C. Gen. Stat. 14-309.15.

   b. How to Enter. To enter the Raffle, you must purchase one or more raffle tickets at the website www.erefdn.org. Each ticket costs $100. There is no limit to the number of tickets that may be purchased by each eligible person (eligibility requirements are set forth in Section 3 herein). All raffle purchases are final and non-refundable, and may not be cancelled once processed.

   c. How the Winner Will be Selected. Sponsor will randomly select the winner electronically from the pool of entries (the “Winner”). Winner will be announced at approximately 8:30 pm ET on Wednesday, May 8, 2019 in Raleigh, NC (the “Announcement Date”). There will be at least one witness present on the Announcement Date. The Winner does not have to be present on the Announcement Date to win. Sponsor will contact the Winner using the contact information provided in the winning submission and confirm that the Winner accepts the prize acceptance agreement, which will include an affidavit of eligibility, a liability release, and a publicity release (“Grand Prize Agreement”). If the Winner fails to respond to Sponsor promptly after being contacted, proves to be ineligible under these Rules, or opts not to sign the Grand Prize Agreement, Sponsor will select alternative Winners from the pool of entries until it finds a responsive, qualifying Winner who signs the Grand Prize Agreement.

   d. Prizes. The grand prize is the Winner’s choice of trip to one of three specified locations (“Prize”).

2. Sponsor. Sponsor is the sponsor of the Raffle. Sponsor is located at 3301 Benson Drive, Suite 101, Raleigh, North Carolina 27609. Sponsor is registered with North Carolina’s Charitable Solicitation Licensing Division (Reg. No. SL006534).

3. Eligibility. The Raffle is open to individuals who are (a) 18 years of age or older at time of entry, and (b) a legal resident of one of the 48 states of the United States of America (“Entrants”). Each eligible person who purchases a raffle ticket shall be referred to herein as an “Entrant.” Employees and volunteers of Sponsor and its affiliates and members of their immediate families (spouses, parents, siblings, and children) are not eligible to enter or win. The Raffle is subject to all applicable federal, state, and local laws and regulations and is VOID WHERE PROHIBITED. Purchasing a ticket constitutes an Entrant’s full and unconditional agreement to the Rules. Sponsor’s decisions relating to the Raffle are final and binding in all matters relating to the Raffle.

4. Entry Period. Entrants may purchase tickets for this Raffle from 12:00 p.m. EDT on Friday, February 8, 2019 to 6:30 p.m. ET on Wednesday, May 8, 2019 (the “Raffle Period”). Only tickets purchased during the Raffle Period will be accepted. Sponsor’s computer is the official time keeping device for the Raffle. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human, or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to cancel or extend the Raffle at any time in its sole discretion.

5. Odds of Winning. Sponsor expects to sell 800 tickets. In that case, entrants’ odds of winning based on the purchase of a single ticket would be 1 in 800. However, entrants’ actual odds will depend on the number of tickets that Sponsor sells.
6. **Prizes.** Winning the Prize is contingent upon the entrant fulfilling all the requirements in the Rules and signing the Grand Prize Agreement. Failure to claim the Prize by the time or in the manner specified in that notification will invalidate any claim to the Prize. The Prize is not transferable. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRIZE IS PROVIDED “AS IS” AND IS NOT EXCHANGEABLE FOR FAIR MARKET VALUE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRIZE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. The Prize may not be substituted for cash. After the Winner has been notified and has complied with all of these Rules, Sponsor may announce the Winner on its website, Facebook Page, Twitter account, or through other media, as it determines in its sole discretion.

7. **Taxes.** The Winner will be solely responsible for all applicable taxes, fees, and surcharges associated with receipt and/or use of the Prize. Sponsor will report the result to the Internal Revenue Service (IRS), and Sponsor shall remit estimated withholding taxes on the winnings to the IRS. Sponsor accepts no responsibility for the Winner’s tax obligations and recommends that the Winner consult with a tax advisor. To receive the Prize, Winner must execute any and all documents necessary to effectuate the payment of taxes associated with the Prize (including IRS Form W-2G) pursuant to this Section 7.

8. **Disputes.** The Raffle and these Rules are governed by the laws of the State of North Carolina, without reference to any applicable choice of law provisions. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within Wake County, North Carolina. By entering the Raffle, Entrants consent to the jurisdiction of the state courts of North Carolina and the federal courts located within North Carolina with respect to any action, dispute, or other matter pertaining to or arising out of the Raffle. Entrants agree that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by them, including costs associated with entering this Raffle, but in no event attorneys’ fees, and (b) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

9. **General Rules.** Any failure by an Entrant to comply with any of these Rules may result in disqualification from the Raffle. Sponsor has the sole and absolute discretion to disqualify any Entrant. All ticket sales are final and non-refundable. Sponsor is not responsible for any typographical errors in these Rules or in any other communication surrounding the Raffle or for any technical malfunction or error relating to the Raffle. Sponsor reserves the right to amend or interpret the Rules at any time, upon published notice to participants on its website. Entrants agree to release, indemnify, and hold harmless Sponsor and its directors, officers, employees and agents from any and all liability arising out of their participation in the Raffle. Any attempt by an individual to undermine the legitimate operation of the Raffle is a violation of criminal and civil laws. In the event such an attempt occurs, Sponsor reserves the right to seek damages from such individual to the fullest extent permitted by law. IN NO EVENT SHALL SPONSOR HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER IN RELATION TO THE RAFFLE OTHER THAN AS SET FORTH IN THESE RULES.