

Raffle for Save Our Musicians Foundation Gala supporting the Dreyfoos School of the Arts with a Special Performance by Gwen Stefani.

**OFFICIAL RULES:** By participating in a Save our musician foundation Raffle (each, a “Raffle”), entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which shall be binding and final as to all matters related to such Raffle. Each Raffle is subject to all applicable federal, state and local laws.

**SPONSOR:** Save Our Musicians Foundation, Inc 3801 PGA Blvd Suite 600, Palm Beach Gardens, FL 33410

**RAFFLES:** Unless otherwise determined by Sponsor in its sole discretion, Sponsor will operate one (1) or more Raffles during the period beginning March 16, 2023 at 5:00 pm and has extended it until April 23, 2023.

**ODDS:** The odds of winning depend on the number of tickets purchased in the applicable Raffle.

**PRIZES:** For each Raffle, one (1) winner will win a pair of tickets per up to 1000 entries. “Net Proceeds” means, with respect to each Raffle, the gross receipts from the conduct of such Raffle, less the reasonable operating expenses incurred by Sponsor as a result of operating such Raffle.

**REMAINING PROCEEDS:** The remaining Net Proceeds of each Raffle will benefit Sponsor, the 501(c)(3) charitable organization Save our musician foundation, Inc. 3801 PGA Palm Beach Gardens, FL 33410

**HOW TO PURCHASE TICKETS:**

- Raffle tickets may be purchased online at <https://viewstub.com/GwenStefani> or at [www.saveourmusicians.com/upcomingevents](http://www.saveourmusicians.com/upcomingevents).
- Raffle tickets may be purchased online until 12:00 pm noon on April 23, 2023 by visiting <https://viewstub.com/GwenStefani> or at [www.saveourmusicians.com/upcomingevents](http://www.saveourmusicians.com/upcomingevents).
- (the “Website”) and following the directions to purchase a Raffle ticket. A printed copy of the winning Raffle ticket must be presented at the time of redemption. Participants seeking to purchase Raffle tickets online must fully complete their purchase using the procedures specified on the Website. All online ticket purchase requests are subject to verification by Sponsor and no sale is final until such Raffle ticket purchase request is accepted by Sponsor. A major debit or credit card is required to purchase Raffle tickets online. No purchase or donation is necessary to enter or win the raffle (Free entries are limited to one per individual). A donation or purchase will not increase your chances of winning. As suggested donations are not mandatory, any Free entry is available to all eligible individuals as set forth in the official rules by mailing entry to Sponsor at Save

Our Musicians Foundation, Inc Attn: Raffle manager at 3801 PGA Blvd suite 600 Palm Beach Gardens FL 33410 and must be received by April 17, 2023 or an entry form can be emailed to [info@saveourmusicians.com](mailto:info@saveourmusicians.com) by April 17, 2023 9:30pm eastern time. Note there may be a delay in e-mail deliveries during times of high Website traffic. E-mails delays will not impact a purchaser's chances in the Raffle. All online purchases require a valid e-mail address for the purchaser and all online purchasers' consent to e-mail communication related to such transaction. In the event of dispute as to the identity or eligibility of any potential Raffle winner based on an e-mail address, the winning entry will be declared made by the Authorized Account Holder (defined below) of the e-mail address submitted at the time of purchase provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

Notwithstanding the foregoing, exact times and locations of Raffle ticket sales will be determined in Sponsor's sole discretion and may change from time to time. ALL METHODS OF PURCHASE MAY NOT BE AVAILABLE AT ALL TIMES. Raffle tickets are non-refundable. .

**ELIGIBILITY TO ENTER:** Raffle tickets may be purchased ONLY BY INDIVIDUAL PERSONS WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER as of the date of purchase. The following persons are NOT ELIGIBLE to participate in any Raffle or to win any Prize: current employees, officers, directors, shareholders, and agents of Sponsor, Save our musician foundation, Inc any third party payment processor involved in the Raffle (collectively, the "Ineligible Parties"), and household members of any Ineligible Party.

**DRAWING:** One (1)( per up to 1000 entrants) winning ticket number will be randomly selected by Sponsor on Saturday, April 23, at 9:30 pm eastern time. In the event the drawing must be postponed due to inclement weather, health-safety emergency, or other "act of god", purchasers should refer to [www.saveourmusicians.com/upcomingevents](http://www.saveourmusicians.com/upcomingevents) for specific announcements regarding the Raffle. In all cases, the winning ticket number will be selected and posted online along at [www.saveourmusicians.com/upcomingevents](http://www.saveourmusicians.com/upcomingevents) within forty-eight (48) hours of the close of the Raffle. Participants need not be present at the drawing to win or to claim the prize.

**HOW TO CLAIM A PRIZE:** winner must reply to email with a copy of the ticket and a photo ID and email to [info@saveourmusicians.com](mailto:info@saveourmusicians.com) To present a winning Raffle ticket and exchange copies of all required documentation, individuals must contact the Raffle Manager by sending an email to [info@saveourmusicians.com](mailto:info@saveourmusicians.com) The original winning Raffle ticket, if purchased, must be provided along with the completed required documentation to claim the prize. No photocopies or other reproductions will be

accepted. For online purchases, a printed copy of the winning Raffle ticket must be presented at the time of redemption. The winning number on the Raffle ticket must be visible, complete, and fully legible. In addition to presenting a valid winning Raffle ticket, a potential winner must present/complete the following items to claim the prize: (i) a valid government-issued photo identification showing age of eighteen (18) years or older as of the date of purchase; (ii) a signed Affidavit of Eligibility and Release of Liability and, except where prohibited, Publicity in a form determined by Sponsor; and (iii) tax identification information and completion of all required federal, state and local income tax forms. **ALL WINNINGS MUST BE CLAIMED AND ALL REQUIRED DOCUMENTS PRESENTED TO SPONSOR WITHIN THIRTY (30) DAYS OF THE APPLICABLE RAFFLE DRAWING.** Failure to claim the prize, to submit any required document within the specified time period, or any other noncompliance with these Official Rules may result in disqualification and forfeiture of the prize. The prize will be paid to a qualified winner within sixty (8) days of such individual's successfully claiming the prize, less any required tax withholding amounts. **IN THE EVENT OF FORFEITURE OR UNCLAIMED PRIZE, THE PRIZE AMOUNT WILL BE PAID TO SPONSOR.**

**VALIDITY AND ELIGIBILITY OF RAFFLE TICKETS:** Sponsor shall be the sole judge of the validity and eligibility of all Raffle tickets and required documentation. Raffle tickets which have been or appear to have been tampered with are void. Raffle tickets presented by any purchaser who has violated these Official Rules in any manner are void. All Raffle ticket purchases are final, and Sponsor will not issue any refunds or replacements.

**TAXES:** All federal, state and local income taxes are the sole responsibility of the individual winners. Any required tax withholding amounts will be withheld by Sponsor from the total prize amount.

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for (1) Raffle tickets that are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Raffle tickets that have been or may have been tampered with or transferred in violation of these Official Rules; (3) attempted online purchases, payments or any other Raffle-related communications which are lost, late, incomplete, inaccurate, delayed, misdirected, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website (including the Website), Internet connection, computer, telephone, cable or satellite modem or connection, hand-held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server, ISP or any equipment or programming used in or associated with the Raffle; (4) the inability of a purchaser or prospective purchaser of Raffle ticket to connect or stay connected to the Internet, to log

on to the Website, or to participate in or complete any online communication or activity related to the Raffle; (5) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, as described in clauses (1) through (5), "Errors"), including without limitation, Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Raffle entries, identifying potential winners, determining official winners, or announcing or delivering prizes; or (6) any injury or damage to any person's electronic device related to or resulting from participation in this Raffle, the use of the Website, or the downloading of any materials from the Website. If any portion of the Raffle is compromised, in Sponsor's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor's sole judgment, corrupt or impair the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of Raffle entries (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select the winner from among all eligible, non-suspect Raffle entries received before the known occurrence or discovery of such Compromising Event. Sponsor may also determine to refund all Raffle ticket purchases in lieu of naming an official winner. Anyone who tampers with or abuses any aspect of the Raffle or the Website, as determined in Sponsor's sole judgment, will be disqualified from participation in the Raffle and, if applicable, will be deemed to have forfeited all claims to any prize. Tampering and abuse includes, without limitation, (i) circumventing any geofencing restrictions on online Raffle ticket purchases and (ii) disputing a valid debit or credit card transaction in connection with a Raffle ticket purchase. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP ASSOCIATED WITH THE RAFFLE OR TO UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**RELEASE OF LIABILITY:** By participating in the Raffle, each participant agrees the Released Parties, as defined below, will have no liability whatsoever for, and shall be indemnified, released and held harmless by each participant against, any liability for injuries, losses, costs, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle or the acceptance, possession, misuse or use of any Raffle ticket or prize. "Released Parties" means Sponsor, Save Our Musicians Foundation, Inc, and any third party payment processor involved in the Raffle, each of their respective parents, affiliates, subsidiaries, owners, partners, contractors,

agents, and advertising and promotion partners and agencies, and all officers, directors, employees, representatives, shareholders, members, consultants and agents of the foregoing.

**PUBLICITY/INFORMATION RELEASE:** By participating in the Raffle, each participant agrees Sponsor may share his/her name, contact information, and transaction information (i.e., number and date of Raffle tickets purchased) with any presenting or sponsoring partner of the Raffle. In addition, each winner, by accepting a prize, grants Sponsor, Sponsor's designees and affiliates and any presenting or sponsoring partner of the Raffle, including without limitation full permission, except where legally prohibited, to use such winner's name, address (city and state only), photograph, personal statements, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

**COPYRIGHT:** All Raffle materials are property of Sponsor and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

**GOVERNING LAW; SEVERABILITY; WAIVER:** The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Florida. If a court of competent jurisdiction finds any term, condition, or provision of these Official Rules, or their application to a particular persons or circumstances, is invalid, unlawful or unenforceable to any extent, then such term, condition or provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Official Rules in accordance with applicable law and the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by such determination, and shall remain enforceable to the fullest extent permitted by law. The failure of Sponsor to enforce at any time any provision of the Official Rules shall not be considered a waiver of such provision or any other provision and shall not deprive Sponsor of the right thereafter to enforce such provision or any other provision.

**MANDATORY ARBITRATION AGREEMENT; CLASS ACTION WAIVER:** Any claim, other than a claim by Sponsor, that is not resolved informally must be resolved in accordance with the below arbitration provisions. Unless prohibited by federal law, each purchaser of a Raffle ticket (any such individual, "Purchaser"), including, without limitation, any winner of a Raffle, agrees to arbitrate any and all claims and disputes relating in any way to such purchase or the selection of a winner or delivery or awarding of the Prize ("Arbitration Claims"), except for Arbitration Claims concerning the validity, scope or enforceability of this arbitration provision, through **BINDING INDIVIDUAL ARBITRATION**. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law.

In any Arbitration Claim to be resolved by arbitration, neither of Purchaser or Sponsor will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that Purchaser and Sponsor would have in court will not be available or will be more limited in arbitration, including the right to appeal. Purchaser WAIVES THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator(s) may not consolidate the claims of multiple parties.

Arbitrations shall be administered by the American Arbitration Association (“AAA”) pursuant to the applicable AAA rules in effect at the time the arbitration is initiated except to the extent modified by these rules. If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator the parties both agree upon in writing or that is appointed pursuant to section 5 of the FAA. The arbitration shall take place in Palm Beach, Florida. In any claim by Purchaser, the arbitrator shall be authorized to award a monetary amount no greater than the actual amount of the prize to which Purchaser is entitled, if any, pursuant to these rules or applicable law, and no other award. The arbitrator’s authority is limited to Purchaser and Sponsor alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator’s decision shall be final and binding. The parties agree that this arbitration provision extends to any other parties involved in any Arbitration Claims, including, but not limited to, the Released Parties. This arbitration provision shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

Sponsor will be responsible for paying all arbitration fees other than the amount of filing fees Purchaser would have incurred in state or federal court in Illinois, whichever is less. Sponsor may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision herein, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable with respect to any particular matter, then this entire arbitration provision shall be void with respect to such matter. If any portion of this arbitration provision other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision.

Prior to initiating an arbitration proceeding under this arbitration provision, Purchaser shall give Sponsor written notice of the Arbitration Claim (a “Claim Notice”) and a reasonable opportunity, not less than thirty (30) days, to resolve the Arbitration Claim. Any Claim Notice to Sponsor shall be sent by mail to Save Our Musicians Foundation, Inc, Attn: Raffle Manager, Re: Arbitration Claim, 3801 PGA Blvd suite 600 Palm beach gardens FL 33410. Any Claim Notice must (a) identify Purchaser by name, address, email address, and telephone number; (b)

explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of Purchaser, and not on behalf of any other party. Purchaser must reasonably cooperate in providing any information about the Arbitration Claim that Sponsor reasonably requests and must give Sponsor a reasonable opportunity to respond to the demand for relief. The provisions of this section, MANDATORY ARBITRATION AGREEMENT; CLASS ACTION WAIVER shall not apply to claims by Sponsor.

The Grand Prize for this promotion for any out of state of Florida winner will include a trip for two to West Palm Beach, Florida, to attend the Save Our Musicians Foundation Gala supporting the Dreyfoos School of the Arts with a Special Performance by Gwen Stefani. If the winner is an out of the state of Florida resident, The prize will include two event tickets, round-trip coach class airfare for the Grand Prize Winner and one (1) guest to West Palm Beach, Florida from the major U.S. airport nearest Grand Prize Winner's residence within the 48 contiguous United States, hotel accommodations for two nights in a double occupancy room, \$500 in spending money, and all taxes related to accommodations. The approximate retail value ("ARV") of the Grand Prize is \$2,500.

The specifics of all aforementioned elements of the Grand Prize in the Promotion shall be solely determined by the Sponsor. All costs, taxes, fees, and expenses associated with any element of the Grand Prize not specifically addressed above are the sole responsibility of the Grand Prize Winner. All federal, state and local taxes on the Grand Prize are the Grand Prize Winner's responsibility. Grand Prize Winner will be issued a 1099 tax form for the actual value of the Grand Prize. Travel must be round trip. Sponsor or Administrator will determine airline, flight itinerary and hotel and accommodations in its sole discretion. If in the judgment of Sponsor air travel is not required due to Grand Prize Winner's proximity to destination, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Grand Prize Winner. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Car rental is subject to availability and rental provider's terms and conditions. Subject to availability, driver must be at least 21 years of age and have a major credit card in his or her name. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Grand Prize Winner will not receive difference between actual and ARV. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Grand Prize (or a component

thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. All travel must be completed by the date specified by the Sponsor, and must be arranged with Sponsor or Administrator a minimum of thirty (30) days in advance, and is subject to availability and Sponsor's approval. If Grand Prize Winner is unable to fulfill Grand Prize during time period, Grand Prize Winner forfeits the Grand Prize in its entirety and an alternate winner may be selected. All travel dates will be determined by the Sponsor, and once made may not be altered except by Sponsor. Some restrictions may apply. Meals not described above, incidentals, tips, telephone calls, or any other personal expenses incurred during the trip are the responsibility of the Grand Prize Winner. All other expenses not specifically identified as included in the Grand Prize are the sole responsibility of the Grand Prize Winner. Grand Prize Winner and travel companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Grand Prize Winner and travel companion must travel the same itinerary and on the dates and/or times specified by Sponsor or prize will be forfeited in its entirety. Once the travel companion is selected, he/she may not be substituted, except at the Sponsor's sole discretion. Grand Prize Winner and travel companion are solely responsible for obtaining any identification documents necessary for domestic travel. Travel companion of winner must be at least twenty-one (21) years of age or older, unless accompanied by his/her parent or legal guardian, and must sign a Liability and Publicity waiver.