

**GIRLS INC. OF BAY COUNTY
2024 RED RAV RAFFLE**

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY OF THE RAFFLE ENTITIES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. SEE GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION PROVISION CONTAINED HEREIN.

PARTICIPATION NOTICE: PARTICIPATION IN THIS RAFFLE IS LIMITED SOLELY TO ONLINE PARTICIPATION. NO RAFFLE TICKETS WILL BE SOLD IN PERSON OR BY ANY OTHER MEANS. SEE THE OFFICIAL RULES BELOW FOR PARTICIPATION INSTRUCTIONS.

1. SPONSOR: This 2024 Red RAV Raffle (“Raffle”) is sponsored by Girls Inc. of Bay County, a Florida non-profit corporation, with its principal place of business located at 300 Clara Avenue, Panama City Beach, FL 32407 (“Girls Inc.”).

2. AGREEMENT TO RULES: By purchasing a ticket for this Raffle (“Raffle Ticket”), each eligible Participant (“Participant”) represents that he or she meets all of the below-stated eligibility requirements and agrees to be bound by these Official Rules, by all applicable laws, ordinances, and regulations, and by the decisions of Girls Inc. or its authorized representative(s) with respect to this Raffle, these Official Rules, and Girls Inc.’s sole interpretation of these Official Rules, which shall be final. By entering this Raffle, Participant agrees to release Girls Inc. and its parents, its subsidiaries, and related or affiliated entities, and its and their past, present, or future directors, administrators, officers, trustees, directors, employees, agents, attorneys, insurers, reinsurers, representatives, assigns, advertising and promotion agencies, and media, including social media (“Raffle Entities”), from any and all liability, loss, or damage arising out of Participant’s participation in this Raffle or with respect to the awarding, receipt, possession, use or misuse of the Prize (as defined below).

3. ELIGIBILITY: This Raffle is open only to legal residents of the United States who are of legal age in their state of residence with a valid driver’s license prior to the beginning of this Raffle Period (as defined below). Any participant in violation of the Official Rules are ineligible to win the Prizes.

4. RAFFLE PERIOD: Raffle Tickets will be sold between August 15, 2024 at 11:59 PM Central Time and November 7, 2024 at 11:59 PM Central Time or upon the sale of the last Raffle Ticket (“Raffle Period”). A maximum of 1000 Raffle Tickets will be sold during the Raffle Period. Girls Inc.’s official clock shall determine the applicable time(s).

5. HOW TO ENTER: Although no purchase is necessary to participate, Raffle Tickets may be obtained for the suggested minimum donation price of One Hundred and No/100 Dollars (\$100.00) for one (1) ticket. Only one (1) Participant may be entered in this Raffle per Raffle Ticket sold. If the name of more than one (1) person is provided on an entry form and the corresponding Raffle Ticket is selected as a winning ticket, then the person named first will be deemed as the holder of record of that Raffle Ticket and declared the winner. Girls Inc. is not responsible for resolving any disputes that may arise from

different individuals listed on a winning entry form or Raffle Ticket. Participants are limited to ten (10) Raffle Tickets. Raffle Tickets may only be purchased online at <https://secure.qgiv.com/for/redravraffle/event/redravraffle/> prior to the end of the Raffle Period. Girls Inc. reserves the right to reject any entry form that is submitted without proper payment. Upon receipt and acceptance by Girls Inc. of a proper entry form, a receipt of purchase will be sent via electronic mail to the purchaser at the electronic mail address provided by the purchaser during the Raffle Ticket purchase process. It is the purchaser's responsibility to provide a valid, deliverable electronic mail address to Girls Inc. All Raffle Ticket purchases must be made during the Raffle Period. The Raffle Entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets, regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system, or server or technical problem. Raffle Ticket numbers will be assigned randomly and Participants will not be able to pick a number. All Raffle Ticket sales are final. There are no refunds, except as otherwise provided in these Official Rules.

6. WINNER SELECTION BY RANDOM DRAWING: Unless otherwise indicated by Girls Inc, the winner will be selected at 7 PM Central Time on November 8, 2024 at the Boots & Bling event, by random drawing from all eligible Raffle Tickets sold during the Raffle Period. Odds of winning depend upon the number of Raffle Tickets sold during the Raffle Period. The winner will be required to provide personal information, including name, address, email address and other information, to enable the Girls Inc. to provide the winner with the necessary documentation to claim the Prize (as defined below). The winner will be sent a notification within five (5) days of the Selection Date using the electronic mail address provided when the winning Raffle Ticket was purchased. The winner must respond to the notification within five (5) days from the date of transmission of the notification by Girls Inc, following which the winner will receive Prize redemption information. If the winner does not meet the eligibility requirements, Girls Inc. reserves the right to award the Prize (as defined below) to another randomly selected winner.

7. PRIZE: The 1st place winner will receive a brand new, 2024 Toyota RAV4 Limited "SUV" (VIN 2T3Y1RFV7RW343792) with an MSRP of \$41,734 OR \$20,000 ("Cash"). The 2nd place winner will receive a brand new Emojio Electric Bike - Wildcat Pro 750 with a value of \$1749 ("E-Bike") The 3rd place winner will receive a brand new Crescent K-Craft Kayak/SUP hybrid with a value of \$1200 ("K-Craft"). When referring to all three prizes (1st, 2nd & 3rd place prizes) heretofore referred to as "Prizes". The SUV comes equipped with standard and additional options. The E-Bike comes equipped with standard options. Winner must look to manufacturers for warranty issues. Due to manufacturer delivery processes and requirements, the SUV has been titled and registered in Florida. Winner is responsible for all taxes and any other expenses related to delivery of the SUV, including, but not limited to, insurance, extended warranties, and all other costs incurred in claiming, registering, or using the vehicle. 1st place winner must take delivery of SUV from Panama City Toyota, 959 W 15th St. Panama City, FL 32401 ("Vehicle Dealer"). 2nd place winner must take delivery of E-Bike from Steve's Bike Shop 1924 W 23rd St, Panama City, FL 32405. 3rd place winner must take delivery of the K-Craft from Sunjammers 1129 Beck Ave, Panama City, FL 32401. Girls Inc. and the Vehicle Dealer make no representation or warranty that vehicles can be sold, bartered, or traded for or at the stated ARV or MSRP. ARV and MSRP are subject to market conditions, which can fluctuate, and any difference between actual market value and neither the ARV nor MSRP will be awarded to the winner. The Prizes are provided "as is" and without any warranty, representation or guarantee, express or implied in fact or in law, and any implied warranty of merchantability or fitness for a particular purpose (other than any manufacturer or similar warranties required by law). Girls Inc. has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Prizes, regarding the use, value, or enjoyment of the Prizes, including, without limitation, their quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply.

8. TAXES: Participant acknowledges that he or she has been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts, and, therefore, the price of a Raffle Ticket does not qualify as a deductible charitable contribution. The winners are responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prizes. Furthermore, the winners acknowledge that federal and state law may require that a tax withholding on certain Prize values must be collected from the winner upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the Prizes are claimed will be followed, and the winners of the Prizes will be issued an Internal Revenue Service Form W-2G by Girls Inc, which winners will be required to sign at a time and place determined by Girls Inc. in its sole discretion. As a condition to delivery of the Prizes and within a period to be determined by Girls Inc, the winners will be required to submit to Girls Inc. in full the estimated tax withholding payment for the Prizes. Failure to make the estimated tax withholding payment in a timely fashion as determined by Girls Inc. in its sole discretion will subject the winner's Raffle Ticket to invalidation. In such event, a new winner will be randomly selected from the pool of remaining eligible Raffle Tickets. The winner also is responsible for any travel or delivery charges incurred to accept the Prizes.

9. CLAIMING THE PRIZE: The winners must provide Girls Inc. with all information required to claim the Prizes (including tax identification information). Winner must provide a valid driver's license and proof of insurance coverage to satisfy the requirements of Vehicle Dealer. The winner shall sign and return to Girls Inc. a liability/publicity release, affidavit of eligibility, and a tax indemnification guarantee (hereinafter collectively referred to as the "Required Documentation"), by a date determined by Girls Inc. in form and substance satisfactory to Girls Inc. in order to be eligible to receive the Prizes. If (i) any of the Required Documentation is not completed, signed, and returned within the stated time, (ii) the winners are deemed by Girls Inc. to be ineligible or not to have complied with these Official Rules, or (iii) the winners refuse to accept or fail to claim the Prizes, then the Prizes will be forfeited by the winner and an alternate winner may be selected from among all eligible entries timely received, if time permits. If a potential winner is not reachable at the electronic mail address provided to Girls Inc. or if a notification is returned as undeliverable, then the Prizes will be forfeited and an alternate winner may be selected. The Prizes must be claimed within thirty (30) days of the winner delivering the winning Raffle Ticket and executed Required Documentation to Girls Inc.

10. TRANSFER OF THE RAFFLE TICKET: Raffle Tickets may not be resold to any other person or entity. Any Raffle Ticket that has been resold is void. All individuals who resell, purchase, or receive a Raffle Ticket in violation of these Official Rules are ineligible to win the Prize.

11. GENERAL:

- a. This Raffle is void where prohibited or restricted by law.
- b. Internet entries will be declared made by the authorized account holder of the electronic mail address submitted at the time of entry. "Authorized account holder" means the natural person who is assigned to an electronic mail address by an internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning electronic mail addresses for the domain associated with the submitted electronic mail address.
- c. Girls Inc. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle or Girls Inc's website, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner,

or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS RAFFLE IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GIRLS INC. RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The Raffle Entities are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Raffle that may limit the ability to participate or by any human error that may occur in the processing of the entries in this Raffle. Girls Inc. reserves the right to modify or cancel this Raffle if it becomes technically corrupted. In such event, Girls Inc. will award the Prizes by random drawing from eligible entries received prior to cancellation.

- d. The Prizes are non-extendable, non-transferable, and non-cashable. Girls Inc. shall have no responsibility or obligation to a winner who is ineligible for the Prizes or is unable to or who does not accept the Prizes for any reason.
- e. All donations and proceeds from the sale of Raffle Tickets shall be used to benefit the Mission of Girls Inc.
- f. Sponsor shall have no responsibility or obligation to a winner who is ineligible for the Prizes, or who is unable to, or who does not accept or utilize the Prizes, for any reason.
- g. This Raffle is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Twitter, YouTube, Google or any other Social Media or similar platform used in connection with the marketing or promotion of the Raffle. Participants understand that all information is being provided to Sponsor and not to Instagram, Facebook, Twitter, YouTube, Google or any other Social Media where this Raffle may be advertised. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites.

12. PUBLICITY RELEASE: Subject to applicable law, the winners irrevocably grant Girls Inc. the right to use the winner's name, voice, photograph, and biographical data for advertising, promotional, and publicity purposes, worldwide, in perpetuity, in all forms of media, including social media, and Girls Inc's website, without any obligation or consideration except for the awarding of the Prizes to the winners.

13. PRIVACY: Information submitted in connection with this Raffle will be treated in accordance with these Official Rules.

14. RELEASE OF LIABILITY: By entering this Raffle, each Participant agrees that the Raffle Entities will have no liability whatsoever for and are released and held harmless from any injury, loss, or damages of any kind to persons, including, but not limited to, death, personal injury, or property damage, due in whole or in part, directly or indirectly, from the acceptance, possession, use, non-use, or misuse of the Prizes or participation in this Raffle or participation in any Raffle- or Prize-related activity. Winner assumes all liability for participation in all aspects of this Raffle.

15. FORCE MAJEURE: Except as otherwise expressly set out in these Official Rules, the Raffle Entities shall not be liable or responsible for any failure to perform, or delay in performance of, any of their respective obligations that are caused by events outside of their reasonable control. Girls Inc. is not responsible if this Raffle terminates or any Prize cannot be used or redeemed due to Acts of God, war, terrorism, explosions, fires, floods or other natural calamities, bad weather, strikes, riot, civil disruption, internet failures, acts of the winner, or for any other occurrences that are outside of Girls Inc's reasonable control.

16. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION: The parties agree that if any controversy or claim arising out of or relating to these Official Rules cannot be settled through direct discussions, they will endeavor first to settle the controversy or claim by a mediation administered by the American Arbitration Association ("AAA") under its then-applicable Commercial Arbitration Rules and Mediation Procedures. If the dispute is not otherwise resolved through direct discussions or mediation, the parties agree that the controversy or claim, including the scope or applicability of this agreement to arbitrate, will then be resolved by final and binding confidential arbitration in Bay County, Florida to be administered by AAA in accordance with its then-applicable Commercial Arbitration Rules and Mediation Procedures, including without limitation, the rule providing that each party will pay its pro rata share of AAA fees and expenses and the rules providing for limited discovery and other exchange(s) of information. The AAA rules are available at www.adr.org. The AAA rules for selection of a single arbitrator will be followed. The parties further agree to the exclusive jurisdiction and venue of a court of competent jurisdiction in Bay County, Florida with respect to the appeal of any decision rendered during arbitration.

17. WAIVER OF TRIAL BY JURY: TRIAL BY JURY IS HEREBY WAIVED WITH RESPECT TO ANY DISPUTE OR LITIGATION ARISING FROM OR RELATED TO THESE OFFICIAL RULES OR ANY SUBJECT MATTER RELATED THERETO. THE PROVISIONS IN THIS PARAGRAPH ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THESE OFFICIAL RULES.

18. LIMITATION OF LIABILITY: Notwithstanding the above, each Participant agrees that (i) any and all disputes, claims, and causes of action not waived arising out of or in connection with this Raffle or the Prize shall be resolved individually, without resorting to any form of class action, (ii) 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' fees, and (iii) under no circumstances may a Participant obtain awards for, and Participant hereby waives 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. **IN NO EVENT SHALL THE RAFFLE ENTITIES BE LIABLE FOR DAMAGES THAT EXCEED THE VALUE OF A SINGLE RAFFLE TICKET (\$100.00) TO ANY INDIVIDUAL ENTRANT IN THE RAFFLE.**

19. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

20. WINNERS' LIST: To obtain a list of winners, send a self-addressed, stamped envelope within thirty (30) days of the Selection Date to: Girls Inc. of Bay County, PO Box 1057, Panama City, Florida 32402, Attn: Girls Inc. 2024 Red RAV Raffle.