

**2022 FALL CONFERENCE NCBA FOUNDATION 50/50
RAFFLE PROMOTION - OFFICIAL RULES**

1. **NO CONTRIBUTION OR PURCHASE NECESSARY TO ENTER OR WIN. A CONTRIBUTION OR PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The 2022 Fall Conference NCBA Foundation 50/50 Raffle Promotion (the "**Promotion**") is sponsored by the NCBA Foundation (the "**Foundation**"), a Section 501(c)(3) tax-exempt organization with its principal place of business at 1990 Main Street, Suite 750, Sarasota, Florida 34236. The Foundation is the official charity of the National Creditors Bar Association ("**NCBA**"). Promotion is only offered in the state of Florida (the "**Promotion Area**"). Void outside the Promotion Area and where prohibited.
2. The Promotion raises funds to support the Foundation's mission of to support financial, civic, and judicial literacy programs and programs dedicated to promoting equitable access to opportunity. Prize will be donated by NCBA or funded by the Foundation. No refunds will be made, except as otherwise determined by the Foundation in its sole discretion. Raffle ticket (each a "**Raffle Ticket**") purchases are not tax deductible. Making a contribution or donation will not improve your chances of winning.
3. Promotion is subject to all federal, state and local laws. The Foundation shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding Raffle Tickets, deadlines, Winning Ticket (defined below) selection, prize restrictions, and eligibility — and all its decisions are final. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and waive any right to claim ambiguity in these Official Rules and or any other Promotion-related advertising or materials.
4. Promotion begins on October 25, 2022, at 2:00:00 PM Eastern Time ("**ET**"). Raffle Tickets will be available online during the NCBA 2022 Fall Conference (the "**Conference**") at the JW Marriott Tampa Water Street (the "**JW Marriott**") from October 25, 2022, at 2:00:00 PM ET to October 27, 2022, at 6:30:00 PM ET. Raffle Tickets are only valid for the drawing to be held on October 27, 2022, at 6:45:00 PM ET.
5. Final deadline to obtain or request Raffle Tickets is October 27, 2022, at 6:30:00 PM ET. Drawing to determine the winning Raffle Ticket (the "**Winning Ticket**") will be held on October 27, 2022, at 6:45:00 PM ET or within a reasonable time thereafter. You do not have to be present to win.
6. If the Conference does not take place for any reason, the Promotion will not be held.
7. **Winner will be issued an IRS 1099 MISC tax form (or its equivalent or other required documentation and/or reporting forms) for the ARV of the prize awarded if required and is solely and exclusively responsible for all state, federal or local income taxes**

that may result from his or her acceptance of the prize. The Foundation is required by law to withhold and remit to the Internal Revenue Service on the winner's behalf an amount equal to twenty-five percent (25%) of the prize awarded (such amount being referred to herein as the "Withholding Amount") if the value of the prize exceeds \$5,000 and the winner is a citizen or resident alien of the United States with a Social Security number (different rules as promulgated by the Internal Revenue Service apply for nonresident aliens and for resident aliens and citizens of the United States who do not have a Social Security number) or as otherwise required by law.

ELIGIBILITY

8. To be eligible, each entrant must be at least eighteen (18) years old and a legal resident of the United States present in the Promotion Area (above) at the time of entry.
9. Employees, officers, directors, agents, and representatives of the Foundation, the National Creditors Bar Association, any other entity directly involved in the development or administration of the Promotion, and the members of their immediate families (defined as spouses, parents, siblings, and children, and each of their respective spouses) and households, are not eligible to enter or win. The term "household" includes all persons residing together (part-time or full-time) in a single residence, whether or not related.

PRIZE, ODDS & RESTRICTIONS

10. Prize (1): Cash or check in the amount of \$50 or fifty percent (50%) of the Net Raffle Proceeds, whichever is higher. "Net Raffle Proceeds" shall mean the total Raffle Proceeds collected through Raffle Ticket donations during the Promotion less sixteen percent (16%) to cover royalties, staffing, and other equipment-related costs. The actual amount received by the winner shall be subject to and reduced by the Withholding Amount (as defined above) if any. Approximate Retail Value ("ARV"): minimum of \$50.
11. All prize details shall be at the Foundation's sole discretion. The winner assumes sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), surcharges, and fees. Any person who wins prizes through any Foundation-sponsored promotions with a cumulative ARV equal to or greater than \$600 in a calendar year will receive an IRS 1099 Form and/or other appropriate tax document.
12. The right to receive the prize is not transferrable. Prize or portion thereof not accepted by the winner is forfeited and no cash or substitute will be offered or permitted, unless required by law. The prize may not be substituted except that the Foundation in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced. Other restrictions apply.

TO PARTICIPATE

13. Raffle Tickets will be available beginning October 25, 2022, at 2:00:00 PM ET and ending October 27, 2022, at 6:30:00 PM ET (the "Promotion Period"). Raffle

Tickets may be obtained online or at the JW Marriott throughout the Promotion Period. To obtain Raffle Tickets:

- a. Online Sales: Raffle Tickets will be available for purchase online by visiting creditorsbar.org/5050 throughout the Promotion Period (see below for Suggested Minimum Contribution);
- b. In-Person at the 2022 Fall Conference Registration Desk (the "Registration Desk") at the JW Marriott: Starting at approximately October 25, 2022, at 2:00:00 PM ET at the Registration Desk located on Level 4 in the Tampa Bay Foyer from an NCBA staff member (see below for Suggested Minimum Contribution);
- c. In-Person at the 2022 Fall Conference from an NCBA staff member: Raffle tickets will be available through NCBA staff members if none are present at the Registration Desk and/or the Registration Desk is closed (see below for Suggested Minimum Contribution);

"Suggested Minimum Contribution" for Raffle Tickets is as follows: \$10 for one (1) Raffle Ticket, \$25 for three (3) Raffle Tickets, or

NO CONTRIBUTION OR PURCHASE NECESSARY: You may obtain Raffle Tickets without making a purchase or contribution by emailing your request to membership@creditorsbar.org during the Promotion Period. Additionally, you may visit the Registration Desk during the Promotion Period to obtain Raffle Tickets.

These are the only methods of obtaining Raffle Tickets. Raffle Tickets will not be distributed via U.S. mail or any method other than described above. DATA CHARGES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE PROMOTION.

14. **Regardless of method**, Raffle Tickets will only be distributed as described above and until October 27, 2022, at 6:30:00 PM ET. **Non-winning Raffle Tickets are not valid for subsequent Promotions, if any.**
15. The Foundation is not responsible for Raffle Tickets that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, damaged, defaced, altered, tampered with, counterfeit, unauthenticated, copied or incorrect for any reason, and all such Raffle Tickets are void. The Foundation reserves the right in its sole discretion to disqualify any Raffle Ticket at any time that in its opinion does not comply with these Official Rules.

WINNING TICKET SELECTION & ANNOUNCEMENT; WINNER VERIFICATION

16. On October 27, 2022, at 6:45:00 PM ET, or within a reasonable time thereafter, the Foundation or its designee will randomly choose one (1) Winning Ticket from all Raffle Tickets timely distributed during the Promotion. An NCBA representative will contact the winning ticket owner via email. The winner must respond during the Claims Period (defined below) to be declared the winner. **You do not have to be present to win.**
17. To claim the prize, the winner must respond to the email and complete the verification process as designated by the Foundation within sixty (60) calendar days of October 27, 2022 (the "**Claims Period**").

Verification Requirements

18. The potential winner may be required, no later than the end of the Claims Period, to provide the Foundation with their mailing address ("**Mailing Address**"), telephone number, signed or executed Affidavit or Declaration of Eligibility and Liability/Publicity Release, two (2) forms of identification satisfying the requirements for completion of the W-9 tax document, including - or as well as - at least one (1) valid government-issued photo identification, and a completed W-9 tax form if necessary.
19. Within thirty (30) days of the winner's compliance with the foregoing verification requirements and procedures, the Foundation shall mail a check in payment of the prize, less the Withholding Amount, if any, to the winner at their Mailing Address; or provide a check to the winner at the JW Marriott if they are able in-person.
20. If the potential winner fails to timely and completely satisfy any eligibility or verification requirement herein, declines to accept the prize, or is otherwise determined to be ineligible, the Foundation in its discretion may disqualify that individual and they will forfeit the prize. If the Winner does not respond to the Foundation prior to the end of the Claims Period and in accordance with the procedures above, the prize will be forfeited. If forfeited, the prize will be retained by the Foundation.
21. The Foundation and NCBA may, in their sole discretion, post the verified winner's name on the Promotion Page and/or any of the Foundation's and NCBA's respective websites, including <https://www.creditorsbar.org/>, and any of the Foundation's and NCBA's respective social media pages or channels, and broadcast it on any of the Foundation's and NCBA's respective emails or communications.

PUBLICITY RELEASE

22. By accepting a prize, the winner agrees to award the Foundation and NCBA the right to publicize his or her name, photograph (including the use and appearance of his or her photograph on the Foundation's and NCBA's respective websites), likeness, biographical information, and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

23. By participating in the Promotion, you agree that the Foundation, NCBA, the City of

Tampa, Marriott International, Inc., any other company involved in the development or administration of this Promotion, and a range of subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons (collectively, the "**Released Parties**"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for Raffle Tickets that for any reason are not properly distributed or presented by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the selection or announcement of the Winner or the prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third-party use of any Promotion-related materials; (f) are not responsible for the inability to select the Winner or determine the winner because of postal failure, equipment failure, or data storage failure; and (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the distribution of Raffle Tickets, the selection of the Winner, verification of the winner, the prize or otherwise in any Promotion-related materials.

24. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.
25. By participating in the Promotion, you agree to release and hold Released Parties harmless from all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation or inability to participate, in the Promotion or any Promotion-related or prize-related activity;

- (b) the use by Released Parties (including modification, adaptation, and reproduction) of Raffle Ticket or Promotion-related materials during or after the Promotion; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the prize; and
- (d) any other claim or cause of action you may have against any Released Party.

26. BY PARTICIPATING IN THE PROMOTION, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR THE PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THE PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND
- (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES.
27. SOME STATES DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES, OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

MISCELLANEOUS

28. The Foundation reserves the right to cancel, suspend or terminate this Promotion, or any part thereof, if the Foundation determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond the Foundation's control. In such an event, the Foundation will post notice of same at creditorsbar.org/5050 and select the Winner at random from all non-suspect Raffle Tickets distributed prior to the suspension, cancellation or termination of the Promotion.
29. The Foundation reserves the right to disqualify any individual from further participation in the Promotion if the Foundation concludes, in its sole discretion, that such person (a) has attempted to tamper with the operation of the Promotion or any Raffle Ticket in any way,
- (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or
- (c) has acted towards the Foundation or any other entrant or other participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes using or attempting to use any prohibited device or Raffle Ticket or method of entry. Any failure by the Foundation to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
30. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION OR ANY RAFFLE TICKET MAY BE A VIOLATION OF CRIMINAL

AND/OR CIVIL LAWS AND THE FOUNDATION RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.

31. All activity arising out of and relating to the Promotion, including any reference to the status of any person as the "winner" or any Raffle Ticket as the "Winner" is subject to verification and/or auditing for compliance with the Official Rules. If the Foundation determines, in its sole discretion, that verification or auditing activity evidences non-compliance of a Raffle Ticket and/or entrant with the Official Rules, the Foundation reserves the right to disqualify such Raffle Ticket and/or entrant from the Promotion and the prize at any time. The Foundation reserves the right to conduct a background check on the potential winner and to disqualify such individual based on such background check if the Foundation determines in its sole discretion that awarding a prize to such individual might reflect negatively on the Foundation or NCBA. Each entrant agrees to cooperate with the Foundation and its representatives in connection with all verification, auditing and/or background check activities.
32. The Foundation reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Foundation reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

DISPUTES

33. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or Released Parties in connection with the Promotion, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
34. By participating in the Promotion, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules and not subject to arbitration shall be brought only in the federal or state courts located in Hillsborough County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
35. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Raffle Tickets or receipts, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

TRADEMARKS

36. Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.