

## OFFICIAL RULES

### **FISHER CATS FOUNDATION “50-50” RAFFLE**

1. **ELIGIBILITY.** The Raffle is open to all Fisher Cats ticket holders age eighteen (18) or older as of the date of entry. Employees, family members (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or those cohabiting (whether related or not) with Executives, Officers, Senior Management, or Directors of the Fisher Cats Foundation (“Foundation”), the New Hampshire Fisher Cats Baseball Club (“Fisher Cats”), Professional Sports Catering, or Raffle staff members shall be ineligible for the Raffle.

2. **SPONSOR; LICENSE.** The sponsor of the Raffle is the Fisher Cats Foundation, 1 Line Drive, Manchester, NH 03101. The Raffle is conducted pursuant to New Hampshire Title XXIV Games, Amusements, And Athletic Exhibitions, Chapter 287-A, Raffles and has received a Raffle Permit from the City of Manchester, State of New Hampshire with the License No. 15-BUS6634 which permits raffles at New Hampshire Fisher Cats games during the 2016 season.

### 3. **HOW TO ENTER/RAFFLE DATE AND PERIOD.**

a. **Sales and Sales Period.** Raffle tickets will be sold from the time the gates open, one hour prior to the scheduled game time, through the last out of the 6th inning (the “Sales Period”). Raffle tickets can be purchased at the 50/50 Raffle kiosk, or from a Raffle ticket seller roaming the Stadium. The winning ticket will be randomly drawn at the top of the 7th inning, and the winning number will be posted on the scoreboard and announced during the 8th inning.

b. **Purchase Requirements and Prices.** While supplies last, Raffle tickets will be sold as described below. Only one (1) ticket is required to be purchased by an eligible individual to enter the Raffle; however, there is no limit to the number of Raffle tickets an eligible individual may purchase.

3 tickets for \$5  
10 tickets for \$10  
40 tickets for \$20

c. **Raffle Ticket Retention.** A Raffle ticket purchaser will be given the Raffle ticket(s) at the time of purchase. The Raffle ticket stub will be retained by the Sponsor.

d. **Valid Payment.** Raffle tickets may only be purchased in cash. Personal checks, credit or debit cards, and other forms of payment will not be accepted. Raffle tickets may be sold only for the posted price, and may not be provided free of charge or for any other consideration. **ALL PURCHASES OF RAFFLE TICKETS ARE FINAL AND NON-REFUNDABLE.**

e. **No Charitable Contribution.** No portion of the Raffle ticket price may be deducted as a charitable contribution for federal income tax purposes.

4. **PRIZE; PAYMENT.** The Raffle prize (the “Prize”) consists of and is limited to a cash Prize equal to fifty (50%) of the net Raffle ticket sales revenue for that game, up to \$50,000. Net Raffle ticket sales revenue shall be as determined by the Sponsor in its sole discretion, and is generally calculated as gross ticket sales revenue less expenses directly or indirectly associated with the Raffle, including any potential taxes the Sponsor estimates may be assessed by taxing authorities on the Raffle ticket sales revenue and to be paid by the Sponsor. Subject to the terms and conditions of these Official Rules, a check in the amount of the Prize, net of any withholding or other taxes or assessments required or permitted to be withheld by the Sponsor under applicable federal, state or local laws, rules or regulations, will be mailed to the Prize winner (the “Prize Winner”) within thirty (30) days after the Sponsor has verified the winning Raffle ticket and Prize Winner has satisfied all terms and conditions of these Official Rules, including proof of eligibility and the return of all required forms and documents, as defined in Section 5(b) below, to Sponsor. The Prize Winner is required to be at least eighteen (18) years of age and is required to withhold federal taxes in accordance with IRS regulations, and will do so as a pre-condition of Prize

Winner receiving Prize money. Winner is otherwise solely responsible for any and all costs, fees, additional taxes, or expenses associated with Prize award, receipt and use, including, without limitation, all state and local taxes on the Prize. If applicable, Prize Winner will be issued an IRS Form 1099 for the amount of the Prize. No substitution, assignment, refund or transfer of a Prize is permitted, except by the Sponsor.

## 5. DRAWING; NOTIFICATION; REDEMPTION; VERIFICATION ODDS.

a. **Drawing and Notification.** One (1) winning Raffle ticket will be randomly drawn by the Sponsor at the Ballpark during the seventh (7th) inning of each game. The winning Raffle ticket number will be (i) displayed on a Ballpark scoreboard before the conclusion of the eighth (8th) period of the Game, (ii) posted at the Raffle kiosk utilized by Sponsor after the scoreboard announcement (the “**Raffle Table**”), and (iii) posted on the New Hampshire Fisher Cats website ([www.nhfishercats.com](http://www.nhfishercats.com)) for a period of sixty (60) days after the Game. The Prize Winner does not need to be present to win. In the case of a discrepancy between the announced winning Raffle ticket number and the actual winning Raffle ticket number, the actual number will be considered to be the valid and winning ticket number. The potential Prize Winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

b. **Redemption.** In order to claim the Prize, the holder of the winning Raffle ticket must appear in person with the original winning Raffle ticket at either (i) the Raffle Kiosk utilized by Sponsor at the Ballpark prior to the end of the ninth inning of the Game or (ii) the Fisher Cats Front Office (at the address in Section 2 above) during the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday (federal and state holidays excluded), on or before a date that is thirty (30) days after the Game (the “**Prize Expiration Date**”), and surrender the original winning Raffle ticket and follow the procedures below. If the Prize Expiration Date occurs on a Saturday, Sunday, or federal or state holiday, the Prize Expiration Date will be deemed to occur on the next business day. The potential Prize Winner will be required to deliver to an authorized Sponsor representative of the Sponsor (A) the original winning Raffle ticket (facsimiles, photocopies, scans and mechanically-reproduced Raffle tickets are not eligible), (B) an executed Prize Winner Affidavit of Eligibility/Liability and Publicity Release (except where prohibited by law) (an “**Affidavit/Release**”) in the forms(s) provided by the Sponsor, (C) an IRS Form W-9 in the form provided by the Sponsor, and (D) when applicable, an IRS Form W-2G and/or Form 1042S (requires two forms of identification) in the form provided by the Sponsor. The Affidavit/Release and IRS Form W-9 must be executed and delivered to the authorized Sponsor representative at the time of surrender of the original winning Raffle ticket.

c. **Verification.** The winning Raffle ticket is subject to verification at the sole discretion of Sponsor. Raffle tickets that are stolen, counterfeit, fraudulent, tampered with, defective, illegible, reproduced (including without limitation, copies), mutilated, altered or otherwise irregular in any way are not eligible. Only Raffle tickets obtained as described in these Official Rules shall be deemed to have been obtained legitimately. Anti-fraud detection devices may be used for verification purposes. Raffle tickets will be void if they fail to pass anti-fraud detection measures, or, if determined by the Sponsor in its sole discretion, to be unauthorized, ineligible, illegitimately obtained, or if they contain an unauthorized message, code, number or other marking not issued by the Sponsor for use in the Raffle, or if they contain printing, typographical or other mechanical errors or are printed or produced in error, or are illegible, or unreadable or blank. The Sponsor shall have no liability or obligation to the holder of any void Raffle ticket. Notwithstanding the foregoing, the Sponsor may, at its sole discretion and without obligation, elect to replace a void Raffle ticket with another one upon request, while supplies last. The Sponsor reserves the right to inspect and examine any void Raffle ticket prior to issuing a replacement. Replacements will be issued at the Sponsor’s sole discretion and will be denied in the event of non-compliance with these Official Rules. The Sponsor shall have no liability or obligation with respect to any void Raffle ticket. The Sponsor is not responsible for lost, damaged or stolen Raffle tickets, and will not replace lost, damaged or stolen Raffle tickets.

**Surrender.** If the Prize Winner does not (1) surrender the original winning Raffle ticket to the Sponsor;(2) execute and deliver to the Sponsor the Affidavit/Release and IRS Form W-9 as provided above before the end of the Prize Expiration Date; or (3) if the potential Prize Winner is found to be ineligible; or (4) if the potential Prize Winner does not comply with the Official Rules; or (5) if the Prize check is returned as undeliverable, then the Prize Winner may be disqualified and the Prize forfeited.

d. **Odds of Winning.** The odds of winning a Prize in the Raffle depend on the number of valid tickets sold to eligible purchasers.

e. **Multiple Prize Winners – Mistake.** If by reason of printing or other error, more than one Prize winning Raffle ticket number is claimed in this Raffle, all eligible participants making purportedly valid claims for the Prize will be included in a random drawing to award the Prize. No more than one (1) Prize will be awarded in the Raffle. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances.

6. **BENEFICIARY; REMAINING NET PROCEEDS.** Net Raffle ticket sales revenue, after further deducting the amount of the Prize, will be paid to the Sponsor and the Fisher Cats Foundation (each a 501(c)(3) organization) to benefit the programs and charitable purposes that each conducts and supports.

7. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Raffle, each Raffle ticket purchaser fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of the Sponsor and its representatives (including, without limitation, decisions regarding eligibility of Raffle tickets, the verification of the winning Raffle ticket, and the redemption and award of the Prize), which are final and binding in all respects.

8. **PUBLICITY.** Except where prohibited by law, participation in the Raffle constitutes the Prize Winner's consent to use by Sponsor, the Fisher Cats Foundation, and the Fisher Cats, (and their respective designees', successors' and assigns') of the Prize Winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

9. **GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Raffle if, in Sponsor's sole discretion, there is any suspected or actual evidence of tampering with any portion of the Raffle, or if unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond the Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Raffle. In such event, the Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the Prize at random from among eligible, non-suspect Raffle ticket purchases received up to the time of suspected impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Raffle process or the operation of the Raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Raffle is a violation of criminal and civil laws, and, should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. **RELEASE.** By purchasing a Raffle ticket, each purchaser forever and irrevocably releases and holds harmless the Sponsor, the Fisher Cats Foundation, the Fisher Cats, their respective parent organizations, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, and affiliates, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from participant's participation and/or purchase of a Raffle ticket in the Raffle and/or a purchaser's award, receipt or use of any Prize awarded in the Raffle.

11. **LIMITATIONS OF LIABILITY.** Sponsor, the Fisher Cats Foundation, the Fisher Cats, and Northeast Delta Dental Stadium are **not** responsible for (a) late, lost, stolen, damaged, mutilated, altered, incomplete, or misdirected Raffle tickets or redemption/claim requests or Raffle ticket or redemption/claim requests received or presented through impermissible or illegitimate channels, all of which will be disqualified; (b) unauthorized intervention in any part of the Raffle process or the Raffle; or (c) printing, typographical, electronic or human errors which may occur in the offer or administration of the Raffle or the processing of Raffle tickets or redemption/claim requests.

12. **DISPUTES.** Each Raffle participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Raffle, or any Prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Manchester, New Hampshire; participant submits to sole and exclusive personal jurisdiction to said courts in the State of New Hampshire for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, and shall not include attorney's fees; and (c) under no circumstances will participant be permitted to 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants or Sponsor in connection with the Raffle shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, without giving effect to any choice of law or conflict of law provisions.

13. **OFFICIAL RULES.** These Official Rules are available at Raffle ticket sales locations at the Ballpark at the applicable Game (while supplies last), or by sending a self-addressed postage-stamped envelope to “50-50 Raffle – Rules Request,” c/o New Hampshire Fisher Cats, 1 Line Drive, Manchester, New Hampshire 03101, or at [www.nhfishercats.com](http://www.nhfishercats.com) at the Raffle information section of the website.

14. **WINNER’S LIST.** To request the Prize Winner’s name, send a self-addressed postage-stamped envelope to “50-50 Raffle - Winner List Request,” c/o New Hampshire Fisher Cats, 1 Line Drive, Manchester, New Hampshire 03101. Requests must be received within ninety (90) days of Raffle.

**PROBLEM GAMBLING HELPLINE.** If you have a gambling problem, you may call New Hampshire Hotline Number: 855-2CALLGA (855-222-5542) for help.