

Rules/Regulations

The Ronnie Thames Foundation 50-50 Raffle Rules

1. **ELIGIBILITY.** The Ronnie Thames Foundation 50/50 Raffle (“Raffle”) is open to all legal residents of the fifty (50) United States and the District of Columbia age eighteen (18) or older (except in the case of legal residents of certain states or Washington, D.C. where the age of majority is greater than eighteen (18) years of age, such age of majority) (a) as of the date of purchase if purchasing Raffle tickets (“Tickets”) onsite (described below), or (b) at the time of purchase if purchasing Tickets online (described below). By entering any Raffle, Entrants (defined below) agree to abide by all terms of the official rules (“Official Rules”) applicable thereto. Subject to all Federal, State, Local, and Municipal Laws and Regulations. Board members and employees of The Ronnie Thames Foundation are ineligible to participate in the Raffle. Void wherever prohibited or restricted by law.

2. **HOW TO ENTER.** On select dates, Sponsor offers the opportunity for eligible individuals to enter the Raffle (each an “Entrant”) to raise money for Sponsor. The Raffle will be conducted by Sponsor in the following ways:
 - i. **Onsite:**
 - a. **The Ronnie Thames Foundation:** at The Ronnie Thames Foundation office with the physical address of 800 Commerce Dr., Suite 101, Peachtree City, GA 30269, but only in the event that a raffle event is ongoing; or

 - b. **Senoia Raceway Events:** onsite at the Senoia Raceway with the physical address of 171Brown Rd., Senoia, GA 30276, beginning Friday of an event race weekend where The Ronnie Thames Foundation is selected as the beneficiary of the 50/50 Raffle. Raffle tickets may be purchased in-person at the Senoia Raceway before 9 P.M. of the Saturday of any race event where The Ronnie Thames Foundation is selected as the 50/50 beneficiary.

 - ii. **Online:** Online, beginning two weeks before the Raffle draw date, or at such other announced time frame in Sponsor’s sole discretion (“Online Raffle Period” and together with the Onsite Raffle Period, collectively, the “Raffle Period”). Entrants of the Raffle may also purchase Raffle Tickets online during the Online Raffle Period through one of the following ways:
 - a. via the website located at the following address: (www.ronniethames.org) and clicking the link to “50/50 Raffle;” or

 - b. via ronniethames.org/fifty-fifty-raffle; all online entries must include a valid e-mail address for the Entrant.

Any date or time-frame changes to the Raffle Period will be posted on ronniethames.org/fifty-fifty-raffle. Online or entrants to the Raffle may be given the option to receive (a) commercial e-mail from ronniethames.org and/or (b) mobile text messages and updates from ronniethames.org; however, eligibility to participate in the Raffle is not dependent upon Entrant’s consent to receive such e-

mails and/or mobile text messages and updates and consenting to receive such e-mails and/or mobile text messages and updates will not impact any Entrant's chances of winning. Standard messaging rates apply to mobile text messages and updates. Entrants should check with their mobile service provider for more information. If purchased online, Entrants will receive an e-mail with the Entrant's Raffle numbers after the purchase. Please note, there may be a delay in the e-mail delivery during times of high website traffic. Any e-mail delays do not impact an Entrant's chances of entering the Raffle. Raffle Ticket purchases generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an e-mail address, the winning entry will be declared to have been purchased by the Authorized Account Holder (defined below) of the e-mail address submitted at the time of entry, 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.

Tickets may be purchased both onsite and online with a payment card only (United States (\$) Dollars) as follows:

(a) Five (5) Tickets for Ten Dollars (\$10.00); (b) Twenty (20) Tickets for Twenty Dollars (\$20.00); (c) One Hundred (100) Tickets for Fifty Dollars (\$50.00); (d) Two Hundred and Fifty (250) Tickets for One Hundred Dollars (\$100). Each Ticket is a receipt for Entrant's purchase and represents one (1) entry in the Raffle for that game's Raffle and is not eligible for any past or future Raffle drawing. Sponsor and the other Released Parties (defined below) are not responsible for printing errors in any Raffle-related material or any misdirected, incomplete, lost, late or illegible. Tickets, or other errors, or problems, which may limit an Entrant's ability to participate in, or win, any Raffle. False, or deceptive entries, or acts, will render the Entrant ineligible. All entries become the property of Sponsor and will not be returned. Entrants may purchase as many Tickets as they wish, subject to availability. All Raffle Ticket purchases shall be final. No refunds will be made, except as otherwise determined by Sponsor, in its sole discretion. Ticket purchases are not tax deductible.

3. **RANDOM DRAWING.** Each potential winner of any Raffle will be selected by random drawing by computer upon conclusion of each Raffle Period at 9:00 P.M. EST the final Saturday a Raffle is conducted. Entrants and any Raffle Winner (defined below) do not need to be present to win any Raffle. One (1) potential winner will be randomly selected out of the pool of purchased Tickets for that game's Raffle. The Entrant whose Ticket number is drawn at the Raffle Prize drawing will, subject to verification of eligibility and compliance with these Official Rules, be deemed a Raffle winner (each a "Raffle Winner") of the Prize (defined below) for that particular drawing. The drawing will be held at The Ronnie Thames Foundation, 800 Commerce Dr, Ste. 101, Peachtree City, GA, 30269. The decisions of Sponsor are final and binding on all matters relating to any Raffle. Odds of winning depend on the total number of eligible entries received/Tickets purchased. Limit one (1) Prize per person, family, or household per Raffle.

4. **PRIZES.** Each Prize is cash payable in the form of a check and the amount depends on the total dollar amount of Raffle Tickets sold during the applicable Raffle Period (each a "Prize"). Estimated Retail Value of each Prize depends on the total dollar amount of Raffle Tickets sold during the applicable Raffle Period. Each Raffle Prize shall be paid to each Raffle Winner approximately four to six (4-6) weeks after each drawing date, which shall be sent by U.S. mail. Proceeds are split between each Raffle Winner and Sponsor. Each Raffle Winner will receive fifty percent (50%) of the total net proceeds collected by Sponsor during the applicable Raffle Period, less any and all applicable taxes or other fees. Each Raffle Winner assumes all responsibility for any state, county, or federal taxes, fees, or withholdings. Each Ticket Entrant is advised to

consult his/her own tax advisor(s) with respect to the liabilities that may arise from winning a Prize in this Raffle. No substitutes for Raffle Prizes allowed. Sponsor reserves the right to substitute any Raffle Prize of like value in the event the described Raffle Prizes or any portions thereof, are unavailable for any reason whatsoever. Any unclaimed Raffle Prize(s) will be donated to the Sponsor. **ALL COSTS AND EXPENSES ASSOCIATED WITH RAFFLE PRIZE ACCEPTANCE AND REDEMPTION AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED, INCLUDING, BUT NOT LIMITED TO, LODGING, TRANSPORTATION COSTS TO AND FROM ANY EVENT, MEALS, GRATUITIES, AND OTHER EXPENSES INCURRED BY ACCEPTING ANY RAFFLE PRIZE, ARE THE SOLE RESPONSIBILITY OF THE RAFFLE WINNERS, AND ARE NOT INCLUDED WITH THE RAFFLE PRIZE.** Potential winners may waive their right to receive a Raffle Prize (i.e., decline the Raffle Prize), at which time the Raffle Prize from that drawing date will be forfeited and the Raffle Prize will be donated to the Sponsor.

5. NOTIFICATIONS.

- i. During the Onsite Raffle Period, Winning Ticket numbers will be announced during the 9:00 P.M. EST Hour on the final Saturday and posted online at www.ronniethames.org/fifty-fifty-raffle. Raffle Prize claims (i.e., presenting a winning Raffle Ticket) may occur at The Ronnie Thames Foundation, email at info@ronniethames.org (mail to: info@ronniethames.org, and/or by calling (678) 435-0024 for further instructions;
- ii. During the Online Raffle Period, Winning Ticket numbers will be posted **at** www.ronniethames.org/fifty-fifty-raffle. Raffle Prize claims (i.e. presenting a winning Raffle Ticket) may be emailed to **info@ronniethames.org** (mailto: info@ronniethames.org, and/or by calling (678) 435-0024 for further instructions.

All Raffle Prize claims must be made within thirty (30) days of each Raffle drawing date. Each Raffle Winner must present a winning Raffle Ticket to Raffle representatives with the correct winning Ticket number to claim any Raffle Prize. By entering this Raffle, each Entrant gives his/her express permission to be contacted by Sponsor by telephone, e-mail and/or postal mail for Raffle purposes. If any potential winner cannot be located or fails to return attempts to contact him/her by 5:00 P.M. Eastern Time on the fifth (5th) business day after Sponsor first attempts to contact him/her, a disqualification will result, at which time the Raffle Prize from that drawing date will be forfeited and such Raffle Prize will be donated to the Sponsor. The potential winner(s) may be required to submit his/her valid social security number and/or other identification to Sponsor and shall be required to execute and return a Waiver and Release of Liability, a Representation and Warranty of Eligibility, and an Acknowledgement of Taxation of Value of Raffle Prize (including a Department of the Treasury Internal Revenue Service Form 5754, Statement by Person(s) Receiving Gambling Winnings) within five (5) days of date of issuance. Failure to submit any identification or failure to return the required documents to Sponsor within the specified time period, noncompliance with these Official Rules, or return of any Raffle Prize or Raffle Prize notification as undeliverable, may result in disqualification and the Raffle Prize being forfeited, and if the Raffle Prize is forfeited from that drawing date, the Raffle Prize will be donated to the Sponsor.

6. **GENERAL CONDITIONS.** Each Raffle Winner, by acceptance of a Raffle Prize, grants to Sponsor, The Ronnie Thames Foundation, and each of their respective designees, the right to publicize such Raffle Winner's name, address (city and state of residence), photograph, voice, statements, biographical information and/or other likeness, and Raffle Prize information for advertising, promotional and/or trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation, and without further compensation, consideration, permission or notification, unless prohibited by law. By entering, Entrants agree to release and hold harmless Sponsor, The Ronnie Thames

Foundation, and each of their respective parent, subsidiary or affiliated companies, and each of their respective shareholders, employees, directors, officers, affiliates, representatives, agents, sponsors, successors, and assigns (collectively, "Released Parties") against any and all liability claims or actions of any kind whatsoever arising directly, or indirectly, for injuries (including death), damages, or losses to persons and property, which may be sustained in connection with the receipt or use or misuse of any Raffle Prize, or while preparing for, participating in, and/or traveling to any Raffle Prize-related activity. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate or modify the Raffle for any reason, including, but not limited to if any Raffle is not capable of completion as planned, including, but not limited to, infection by tampering, unauthorized intervention or technical failures of any sort, fraud, weather conditions, Acts of God, acts of terrorism, civil disturbances, government orders, quarantine, pandemic, epidemic, disease, contagion, work stoppage, labor dispute, lockout, strike, or any natural disaster. Released Parties will not be responsible for typographical, printing, or other inadvertent errors in these Official Rules, or in other materials relating to any Raffle. Released Parties

- (i) make no warranty, guaranty or representation of any kind concerning any Raffle Prize, and
- (ii) (ii) disclaim any implied warranty.

Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All disputes will be resolved under applicable U.S. laws in the County of Fayette, State of Georgia, without reference to its conflicts of law principles.

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections, including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Raffle-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Raffle, including, without limitation, errors or difficulties which may occur in connection with the administration of the Raffle, the processing of entries, the announcement of the Raffle Prizes or in any Raffle-related materials, weather conditions, Acts of God, acts of terrorism, civil disturbances, government orders, quarantine, pandemic, epidemic, disease, contagion, work stoppage, labor dispute, lockout, strike, or any natural disaster outside their control that may cause the cancellation or postponement of any Raffle. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Raffle. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Raffle or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Raffle or website, or attempt to undermine the legitimate operation of the Raffle by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor who are in violation of these Official Rules, as solely determined by Sponsor, will be

disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Raffle is unlawful and subject to legal action by Sponsor and/or their respective agents.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE RAFFLE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY RAFFLE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE RAFFLE. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

As a condition of entering the Raffle, each Raffle Entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Raffle, or any Raffle Prizes awarded (each, a "Claim"), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party; (ii) his/her sole and exclusive remedy for any Claim against Sponsor arising out of the sale of Raffle Tickets or the conduct of the Raffle shall be limited to the return of the purchase price paid for his/her Raffle Ticket(s); and (iii) in no event shall the Released Parties be liable to any party or Entrant for any loss or injury to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

7. **REGISTRATION WITH THE STATE OF GEORGIA.** By letter from the Fayette County Sheriff's Office, Sponsor has obtained authorization to conduct a raffle in Georgia within the year of 2021. Sponsor is a 501(c)(3) nonprofit organization that has been registered with the Secretary of State of Georgia since 2015.
8. **WINNERS' LIST.** For a list of winning Ticket numbers and the Raffle Prize amount of the Raffle on each Raffle date, available after December 31, 2021, mail a request and self-addressed stamped envelope to: The Ronnie Thames Foundation Attn: 50/50 Postseason Raffle (2021), 800 Commerce Dr., Ste. 101, Peachtree City, GA 30269. Raffle Winners' list requests must be received by December 31, 2021.
9. **SPONSOR.** The Ronnie Thames Foundation, 800 Commerce Dr., Ste 101, Peachtree City, GA, 30269.