

GUAM MEMORIAL HOSPITAL VOLUNTEERS ASSOCIATION 2022 THANKSGIVING RAFFLE OFFICIAL RULES

OFFICIAL RULES: By participating, entrants agree to be bound by these Official Rules and by the decisions of the Guam Memorial Hospital Volunteers Association (GMHVA), which shall be binding and final as to all matters related to the Raffle. Official Rules are available online at gmhvolunteers.org. The address at which GMHVA may be contacted is Julale Shopping Center, Suite 213, Herman Cortez Avenue Hagatna, GU 96910. This Raffle is conducted pursuant to Guam law, and is void outside of the permitted areas of participation and where prohibited.

RAFFLE DATE AND PERIOD; HOW TO ENTER: Entrants may purchase Raffle tickets from any GMHVA member or any individual permitted to sell raffle tickets on behalf of GMHVA.

ELIGIBILITY TO ENTER: Raffle tickets may be purchased who are at least 18 years of age as of the purchase date, and in accordance with these Official Rules. Purchased Raffle tickets are only valid for the Drawing defined below.

PURCHASING RAFFLE TICKETS: Raffle tickets will be sold as described below. There is no limit to the number of Raffle tickets an eligible individual may purchase. Each Raffle ticket costs \$10.00. Raffle tickets will be available for purchase by eligible persons see “ELIGIBILITY TO ENTER” above.

Raffle tickets are void if reproduced, mutilated, forged, altered or tampered with in any way, if obtained from unauthorized individuals, or if they contain printing, production, or other mechanical errors. Any entry that GMHVA determines, in its sole judgment, was stolen, re-sold, unissued, ineligible, altered counterfeit in whole or in part, defective, printed in duplicate or printed produced in error will be void.

NUMBER OF RAFFLE TICKETS: The maximum number of tickets that will be sold is fifteen thousand (15,000). **ODDS:** The odds of winning the Prize depends on the number of valid Raffle tickets sold.

PRIZE(S): All net proceeds of the Raffle will benefit Guam Memorial Hospital Volunteers Association. All Prize(s) will be awarded in Guam, subject to the terms and conditions of these Official Rules. The “Potential Winner” of a major prize valued over \$600.00 must provide

GMHVA with all tax identification information required by federal, state or local law and will be issued a tax Form 1099.

Triple J Motors Grand Prize: 2023 Kia Seltos EX. Retail value of \$27,995.00. The Official Winner will be responsible for any delivery, documentation and registration fees and any/all taxes associated with winning the vehicle.

United Airlines Prize: Round trip airfare for two passengers to the United States. Retail value of \$5200.00. Official Winner is responsible for any/all taxes associated with the prize and will be provided redemption instructions upon receipt of the prize.

Monetary Prizes: Monetary prizes valued more than \$100.00 will be issued in the form of a check payable to the "Official Winner."

GMHVA will contact the Potential Winners defined below within ten 10-business days after the date of the Drawing defined below. No substitution, assignment, refund or transfer of a prize is permitted, except by GMHVA. If GMHVA is unable to contact the Potential Winner within ten 10- business days after the date of the Drawing defined below, such Potential Winner will be disqualified and a new Potential Winner may be selected at the sole discretion of GMHVA from remaining raffle entries. Prizes that are unclaimed by December 31, 2022 will be forfeited and disposition of those prizes are at the sole discretion of the GMHVA Raffle committee and Executive Board.

TRANSFER OF RAFFLE ENTRIES: Raffle tickets are non-transferable. All Raffle tickets which have been resold or transferred in violation of these Official Rules shall be void. All individuals who resell or purchase re-sold Raffle tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize.

DRAWING: The Potential Winners defined below will be selected in a random drawing from eligible Entries received (the "Drawing"). The potential winners need not be present to win.

The main Drawing will be held on Thursday, November 17, 2022 at 3:00 PM. If for any reason whatsoever the Drawing cannot be held at that time, it will be held within a reasonable time thereafter. Entries that are not selected in the Drawing will be discarded after 30 days of the drawing date. The purchaser of the winning Raffle ticket is considered a "Potential Winner" and will be contacted, using the contact information associated with the Raffle ticket purchase, by GMHVA within ten 10 business days.

DETERMINATION OF OFFICIAL WINNERS: GMHVA shall have the sole discretion to determine whether a Potential Winner is an official winner of a Prize (an "Official Winner"). GMHVA's

decision concerning the determination of an Official Winner shall be final and binding. To become an Official Winner:

- (1) a Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined by GMHVA in its sole judgment;
- (2) the Potential Winner's identity and winning ticket must be verified by GMHVA;
- (3) if applicable, the Potential Winner must execute and return to GMHVA an affidavit of eligibility and liability publicity release on a form to be provided by GMHVA before the Prize is awarded;
- (4) the Potential Winner of a prize valued over \$600.00 must provide GMHVA with all tax identification information required by federal, state or local law and will be issued a Form 1099 for tax purposes.

If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if GMHVA is unable for any reason to identify the holder of the winning Raffle Ticket, then that Potential Winner's Prize will be deemed forfeited.

Official Winner is solely responsible for any and all costs, fees, taxes, or expenses associated with prize award, and the receipt and use of the prize award, including, without limitation, all federal, state and local taxes on the prize, and any other expenses not expressly provided for herein.

If applicable, Official Winner will be issued an Form 1099 for the amount of the prize. In the event of any dispute regarding the identity of the owner of the winning Raffle ticket, GMHVA shall determine the identity of the Potential Winner in its sole discretion. GMHVA shall conclusively presume that the purchaser of the winning Raffle ticket, as determined by the ticket stubs, is the lawful owner of that Raffle ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two 2 Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who is listed on the winning stub shall be deemed to hold the winning ticket.

GENERAL CONDITIONS: The Released Parties defined below under "RELEASE OF LIABILITY" are not responsible for: (1) Entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries or payments that are delayed, misdirected, undelivered, not fully captured, or garbled; (4) 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; (5)“Errors”, including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining the Official Winners, or announcing or delivering a Prize.

If any portion of the Raffle is compromised, in sole judgment of GMHVA, by Errors or non-authorized activity or other causes which, in sole judgment of GMHVA, corrupt or impair the administration, security or fairness of the Raffle, or the proper submission or capture of Entries each, a “Compromising Event”, then GMHVA reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select winners from all eligible, non-suspect Entries received before the known occurrence or discovery of such Comprising Event. All Entry purchases shall be final, and no refunds or replacements will be issued by GMHVA. GMHVA 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, GMHVA reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. GMHVA 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. GMHVA has sole and final decision on admissibility of entries and the determination of the Official Winner.

RELEASE OF LIABILITY: By entering, each entrant agrees to abide and be bound to these Official Rules, and to release, indemnify and hold harmless: GMHVA and each of their respective directors, board members, officers, members, prize donors against any and all liability, claims, losses, damages or causes of action of any kind however named or described with respect to or arising out of

- (i) entrant’s participation in the Raffle or winning any Prize, and
- (ii) from acceptance, possession, misuse or use of any prize or participation in this Raffle or any Raffle related activity, and the Official Winner agrees to release, indemnify and hold the Released Parties harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of participating in the Raffle or the Winner’s acceptance or use of any Prize.

LIMITATION OF LIABILITY: A Raffle entrant's sole and exclusive remedy for any Released Party's breach of duty or conduct related to the Raffle shall be limited to the return of the purchase price paid for his or her Raffle tickets. In no event shall any Released Party be liable to any person for any loss or injuries 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, arising out of the Raffle.

PUBLICITY RELEASE: The Official Winners, by accepting his/her/their Prize, gives GMHVA and prize donors full permission, except where legally prohibited, to use the Official Winner's name, village of residence, photograph, 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.

TRADEMARKS: All trademarks are the property of their respective owners, and may not be used except with express written consent of the trademark owners.

DISPUTES; SEVERABILITY : 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 local court located in Guam; participant submits to sole and exclusive personal jurisdiction to said courts in Guam 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, including costs associated with entering this Raffle, but in no event shall attorneys' fees be awarded; 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 GMHVA in connection with the Raffle shall be governed by, and construed in accordance with, the laws Guam, without giving effect to any choice of law or conflict of law rules of provisions whether of Guam, the United States, or any other jurisdiction, which would cause the application of the laws of any jurisdiction other than the Guam. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then 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 that determination, and shall remain enforceable to the fullest extent permitted by law.