

The Dragon Master Foundation Ice Dragon Raffle Rules.

Please read these Official Rules before entering the Ice Dragon Charity Raffle (the “Raffle”). By purchasing a ticket, you represent that you meet all of the below-stated requirements and agree to be bound by these Official Rules and by the decisions of the Dragon Master Foundation (the “Sponsor”), a 501(c)(3) charitable organization, or its representative.

- 1. THE RAFFLE:** The Ice Dragon Raffle is a raffle whereby tickets are sold online and in person by Sponsor members and their volunteers. One fan who purchased a raffle ticket will receive the Ice Dragon.
- 2. ELIGIBILITY:** The Raffle is only open to legal residents of the fifty (50) United States and District of Columbia, who are eighteen (18) years of age or older as of the date of purchase. Employees and contractors of the Sponsor their employees and board members, contractors, and advertising/promotional agencies, and the immediate families and household members of each of the above, are not eligible to enter or win. The Raffle is subject to all applicable Federal, state and local laws.
- 3. ENTRY:** You may enter the Raffle, if you meet the eligibility requirements, by agreeing to follow these Official Rules and purchasing Raffle tickets in one of the following amounts: One (1) Raffle ticket for Ten Dollars (\$10.00), three (3) Raffle tickets for Twenty Five Dollars (\$25.00), twelve (12) Raffle tickets for Ninety Dollars (\$90.00), or one individual may purchase a unique item consisting of Naming Rights to the Ice Dragon and One Hundred Fifty (150) Raffle tickets for One Thousand Five Hundred Dollars (\$1500.00). Tickets may be purchased from the Sponsor Board and staff or online at www.dragonmasterfoundation.org/ice. All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. The Sponsor and any related entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause or person responsible including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem or traffic congestion on the Internet.
- 4. DRAWING:** The prize winner will be selected in a random drawing from among all eligible Raffle tickets purchased during each Raffle Period. Raffle tickets will be sold from 12:00 pm noon, February 18th 2019 through

midnight on May 16th, 2019, or until 1000 raffle tickets minimum are sold, ***whichever comes last.*** If a minimum of 1000 raffle tickets have been sold by midnight on May 16th, 2019, the winner will be announced on Sunday May 19th, 2019. Announcement of the winner will be posted on www.dragonmasterfoundation.org, and on the Sponsor's Facebook Page. If the minimum of 1000 tickets sold has not been reached by midnight on May 16th 2019, the Board of Directors may choose to extend the contest until such sales are reached, or, in its sole discretion, choose to award the prize randomly to an entrant. If the contest is extended, the end date of the contest shall be within 7 days following the achievement of 1000 tickets sold, or if not at 1000 tickets sold, at any date of the Board of Director's choosing.

5. **CLAIMING A PRIZE:** To claim a prize, the holder of the selected Raffle ticket (a "Prize Claimant") must be eligible per the rules. To claim the prize the winner agrees to sign a waiver enabling the Sponsor to publicize their name and likeness for prize winner announcement and promotional purposes. **The prize will be shipped directly from the artist to any location in the continental US.** While every precaution will be taken to ensure safe delivery, neither the artist nor the Sponsor can guarantee condition of the prize once shipped.
6. **ODDS:** Odds of winning cannot be determined because they are based on the total number of Raffle tickets purchased in the Raffle Period.
7. **TAXES:** The approximate retail value of the Prize is \$2000.00. Participant acknowledges that they have 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 prize winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded prize. Furthermore, each prize winner acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each prize is claimed will be followed.

- 8. TRANSFER OF RAFFLE TICKET:** Persons who purchase a Raffle ticket may opt to give away their Raffle ticket to other eligible persons, but in doing so the purchaser waives any claim he/she might otherwise have to the prize. A purchaser of any Raffle tickets may not re-sell their Raffle ticket to other parties, and may not give their Raffle ticket away to others for the purpose of allowing those other parties to re-sell such Raffle ticket. Any Raffle ticket which has been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a prize.
- 9. PARTICIPANT'S GRANT OF LICENSE:** By participating in the Raffle or accepting a Prize, each Participant hereby irrevocably and perpetually grants to the Sponsor, and their designees a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of the Participant in connection with their participating in the Raffle or receiving a Prize (collectively, the "Images"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Each Participant waives any compensation for any use of such Images. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from the Sponsor's, or its designee's, uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness.
- 10. RELEASE OF LIABILITY AND INDEMNITY:** By participating in the Raffle, the Participant on Participant's behalf and on behalf of the Participant's spouse, assigns, guardians, administrators, executors and legal representatives hereby releases, waives, discharges, covenants not to sue, and indemnifies the Sponsor, and the Artist, together with all of their past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, managers, employees, servants, principals, agents, consultants, contractors, representatives, sponsors, and insurers from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of the Prize, or any exercise by the Sponsor of any of its rights set forth herein or

the Official Rules of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant (including death) or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize or any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the Prize, and (iii) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

11. DISPUTES AND GOVERNING LAW: The Raffle shall be governed by the laws of the State of Kansas without giving effect to any choice of law or conflict of law rule of any jurisdiction. Any claims regarding the Raffle that are not released, must be brought in the State or Federal Courts in Sedgwick County, Kansas, and Participant hereby consents to the personal jurisdiction of such courts for purposes of any such action. The Raffle is void outside the United States and where prohibited by law. Each Participant agrees that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any prizes awarded, shall be resolved individually, without resorting to any form of class action; (2) 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 (3) 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. IN NO EVENT SHALL SPONSOR OR ANY RELATED ENTITY BE LIABLE TO FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE.

12. DISQUALIFICATION; CHANGES: Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the ticketing process or the operation of the raffle, re-sells their Raffle ticket, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to, at its sole discretion, cancel, suspend and/or modify the Raffle or these Official Rules or disqualify any individual or ticket for purposes of protecting the integrity of the Raffle or

addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION THESE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

13. CONTEST SPONSOR; WINNERS LIST: The sponsor of the Contest is the Dragon Master Foundation, a 501(c)(3) charitable organization, and the address of its headquarters is 4120 E. 61st Street North, Kechi Kansas 67067. You may obtain the name of the winning raffle ticket holder by sending a request (identifying the “Ice Dragon Raffle Contest”) to the above address, together with a stamped, self-addressed #10 envelope. The winning raffle ticket holder’s name also will be posted by the Sponsor on the web page of www.dragonmasterfoundation.org for 30 days after the winner announcement is made.