## Restaurant Association of Maryland Education Foundation ("RAMEF") 2024 Raffle Official Rules

- 1. The raffle is open to persons 18 years and older living in the United States and is void where prohibited by law and subject to all applicable federal, state and local laws and regulations.
- 2. The purchase price for each ticket is \$300.00. Payment may be made by Visa, MasterCard, American Express, Discover, PayPal, cash, check or money order. Checks or money orders should be made payable to "RAMEF." Checks and money orders will be deposited upon receipt. If bank returns a check or a credit card payment is not honored, the entry will be declared invalid unless and until full payment plus a \$35 bank return charge is received. Correction of any such return for non-payment is the responsibility of the ticket purchaser. Full payment must be received prior to date of drawing. All sales are final unless otherwise specified in these official rules. No ticket refunds will be made.
- 3. The raffle ticket sales will run from January 16, 2024 until 3 p.m. EST on April 12, 2024 or as long as supplies last.
- 4. A maximum of 300 tickets will be sold.
- 5. If all 300 tickets are sold, one winning ticket will be drawn by random drawing on April 14, 2024. An independent audit will be conducted immediately prior to the drawing. The prize will be the winner's choice of either \$50,000 payment by RAMEF directly to Tesla towards the purchase of a Model 3 vehicle or \$45,000 cash.
- 6. If at least 250 tickets are not sold by 3 p.m. EST on April 12, 2024 the prize for the drawing on April 14, 2024 will be 50% of ticket sales.
- 7. Completed entries and funds must be in the possession of RAMEF before 3 p.m. EST on April 12, 2024 or when 300 tickets are sold, whichever is sooner, to be eligible for the drawing. Any funds received after 300 tickets are sold or the closing date will be returned uncashed.
- 8. Winners need not be present to win. Winners will be notified within 24 hours after the drawing by phone and via the email address provided when purchasing the raffle ticket. Winners will also be announced on <a href="https://www.marylandrestaurants.com">www.marylandrestaurants.com</a> website. The winner's name may also be obtained by calling RAMEF at (800) 874-1313 or by writing to the Restaurant Association of Maryland Education Foundation, 6301 Hillside Ct., Columbia, MD 21046 after April 14, 2024. The winner's failure to respond within 20 days of the raffle drawing date will constitute a forfeiture of the prize, and a new winner will be selected. RAMEF is not responsible for any delays or obstacles in notification due to (a) erroneous contact information; (b) any outage or delay in Internet service or access; or (c) any other circumstances which may delay or prevent a winner from receiving prize notifications.
- 9. Winners may be required to produce a confirmation email from the ticket purchase that includes the date and time of purchase as well as the confirmation number or transaction id. Winners will be required to produce up to two forms of valid identification and a social security number. Winners may also be required to sign an affidavit of eligibility, release of liability, IRS Form W-9, and any other forms required by RAMEF or by applicable law as a condition of receiving the prize.
- 10. Winners agree to allow RAMEF to use their names and images for the use of promoting and marketing this raffle and subsequent raffles, including publishing the winner's photograph on

RAMEF's website and other advertising and marketing materials. Winners' names will be available to the media.

- 11. The ticket price is not tax deductible. In certain cases, if purchaser chooses not to include their ticket in the drawing, it may be tax deductible as a contribution to a 501(c)(3) foundation. RAMEF cannot give advice with regard to income tax consequences or other tax ramifications with regard to the purchase of a raffle ticket or raffle win. Purchasers should consult their tax advisor for details.
- 12. Employees of the Restaurant Association of Maryland Education Foundation and the Restaurant Association of Maryland and their immediate families (defined as the employees' children, spouse and parents or any other family members or individuals who reside with the employee) are not eligible to participate, nor is any person who resides in any area where this drawing would otherwise be prohibited by law.
- 13. Winners assume and are responsible for all vehicle fees including delivery/destination cost, all licensing, registration, upgrades, and all other fees, and local, State and Federal taxes, including and without limitation all applicable sales, use, luxury, withholding, income and special taxes. Upon choosing a winner, an estimation of Federal and State Withholding Taxes is made by RAMEF. Before automobile or cash prize delivery can occur, the winner is responsible for paying the estimated Federal and State Withholding Tax amount and completing and signing Form W-2G, Certain Gambling Winnings, both to be submitted by RAMEF to the IRS on the winner's behalf. In the event that the winner fails to pay any required taxes or to complete any forms required by RAMEF or by applicable law, the prize will not be delivered and the winner will not be eligible for such prize. In such event, another winner will be selected.
- 14. RAMEF SPECIFICALLY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE RAFFLE OR THE AUTOMOBILE.
- 15. The decision of RAMEF shall be final on all matters pertaining to this drawing.
- 16. By participating in the raffle, purchasers agree to release and hold RAMEF and its directors, officers, employees and agents, harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the raffle, including from the winning or use of any prize. RAMEF shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the prize provided pursuant to the raffle.
- 17. RAMEF is not responsible for error, omission, interruptions, deletion, defect, delay in operations, theft or destruction or unauthorized access to or alterations of entry materials, or for malfunctions of any kind, or inaccurate entry information or failure to receive entry information or any combination thereof. RAMEF is not responsible for any entries that are late, misdirected, incomplete, or altered. All entries become the property of RAMEF and will not be returned. RAMEF reserves the right to cancel the raffle for any reason.