

**EOD WARRIOR FOUNDATION**  
**2018-2019 FUNDRAISING RAFFLE**

**Official Rules**

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**Raffle**

EOD Warrior Foundation (“EODWF”) is conducting a raffle pursuant to Florida Statutes § 849.0935 to raise funds in support of our mission of serving the EOD community.

These rules govern the raffle, including eligibility and participation, selection and qualification of winners and delivery of prizes. These rules bind every person who acquires or holds a raffle ticket (called a “Ticket Holder”), as well as any person who requests a raffle ticket. By requesting, acquiring or holding a ticket, each person agrees (i) to be bound by and comply with these rules and all applicable federal, state and local laws, statutes, ordinances, rules and regulations and governmental and judicial orders and decrees (collectively called “Applicable Laws” in these rules) and (ii) that EODWF’s interpretation and application of these rules in its sole and absolute discretion shall be conclusive, final and binding.

**Prize**

**Grand Prize:** Rebuilt 1984 Toyota FJ Cruiser, with an estimated fair market value of \$15,300.00.

The Toyota FJ Cruiser Grand Prize has been generously donated to EODWF.

Anything contained in these rules to the contrary notwithstanding, except where prohibited by Applicable Law, EODWF reserves the right to substitute prizes of equal or similar value.

If the Grand Prize winner elects to receive the Toyota FJ Cruiser Grand Prize, he or she must meet all requirements stated in these rules to receive and take delivery of the Toyota FJ Cruiser automobile, including (i) being at least 18 years of age, (ii) having a valid driver’s license and appropriate insurance and (iii) satisfying all other tax and legal requirements, (in each case in clauses (i) through (iii) above) on and as of the date of delivery as determined by EODWF in its sole and absolute discretion. If the Grand Prize winner does not satisfy all such requirements within the Prize Claim Period (as defined below), then EODWF may, at its option, disallow the award of the prize to such Ticket Holder and award such prize to an alternate winner selected in the manner provided in these rules. See Claim and Delivery of Prizes below.

## **Eligibility**

To be eligible to obtain a raffle ticket and participate in the raffle, and if applicable accept and take delivery of any prize awarded, a Ticket Holder must (i) be a U.S. citizen and (ii) not be precluded by these rules or any Applicable Law from acquiring or holding a ticket, participating in the raffle or if applicable accepting and taking delivery of any prize awarded.

A person cannot be a Ticket Holder if such person is (i) one with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the U.S. Department of the Treasury (including those names on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order or (ii) who is acting, directly or indirectly, for or on behalf of any such person.

EODWF reserves the right to require reasonable evidence of the eligibility of a Ticket Holder at any time and to void any ticket acquired or held by a person who does not meet the eligibility requirements stated in these rules or who is precluded by Applicable Law from acquiring or holding a ticket or participating in the raffle.

EODWF's Board of Directors and employees, and their respective parents, spouses and children are not eligible to enter. For the avoidance of doubt, unpaid volunteers of EODWF, and their respective parents, spouses and other family members are allowed to enter and to win.

## **Entries**

Raffle tickets are available for a suggested donation of \$100 per ticket, with the purpose of the raffle being to raise funds for EODWF's mission of serving the EOD community.

Eligible participants may obtain tickets by visiting either <http://blastersgarage.com> or [www.eodwarriorfoundation.org](http://www.eodwarriorfoundation.org), and completing in full an online raffle Entry Form, or by printing out and completing in full a raffle Entry Form and signing and mailing it to EODWF, 701 East John Sims Parkway, Niceville, FL 32578, with the \$100.00 per ticket suggested donation (or other donation amount, if any) being payable either (i) by credit or debit card via EODWF's website or live telephone call with an authorized EODWF employee, or (ii) by personal, certified or bank check or money order payable to the order of EODWF and mailed to EODWF with the completed Entry Form. All entry forms must be received by EODWF prior to Friday, May 3, 2019 at 8:00 PM CST.

EODWF reserves the right, with or without notice, to reject any entry form that it deems to be defective, illegible, ineligible, incomplete, untimely or fraudulent, and to disqualify false entries, entries suspected of being false, illegible entries, defective entries, incomplete entries, late entries, physically altered entry forms, and entries that do not include valid or complete information, in each case in EODWF's sole and absolute discretion. Only tickets obtained from EODWF in the manner set forth above will be entered in the drawing; tickets generated or created by photocopy, document scan, script, macro or other automated or mechanical means are void. EODWF reserves the right to disqualify any entrant whom EODWF finds or believes to have tampered with the entry process or the operation of the raffle or to have violated these rules. EODWF shall be the sole judge in its sole and absolute discretion of the validity and eligibility of all tickets.

In the case of entries by mail or via the website, EODWF will not mail the original raffle ticket to the Ticket Holder; instead, EODWF will issue the ticket (including filling in the ticket stub with the information provided in the entry form) and retain it, and will send confirmation of such issuance, including the raffle ticket's unique ticket number, to the Ticket Holder by email. All duly and validly issued tickets will be entered into the drawing.

Only one ticket will be issued for each entry form, and only one person's name may appear on an entry form or ticket. If by mistake or otherwise more than one entrant is named on any entry form or ticket, EODWF may, in its sole and absolute discretion, either reject such entry or ticket or deem the first named entrant on such entry form or ticket to be the Ticket Holder of record.

Raffle tickets are not assignable or transferable at any time in any manner. A Ticket Holder may not assign or transfer his or her interest in any prize won by a winning raffle ticket prior to taking possession of such prize from EODWF (which shall not occur unless and until the winner satisfies all requirements stated in these rules to receive and take delivery of such prize).

Participation in the raffle acts as each Ticket Holder's authorization and subscription to be included in EODWF communications, including by email. A Ticket Holder may opt out of such communications at any time in accordance with EODWF's opt-out policy and procedure.

The odds of winning a prize will depend on the number of tickets issued. There are no minimum or maximum limits to the total number of tickets to be issued, nor is there a limit to the number of tickets that can be acquired or held by any single eligible Ticket Holder.

EODWF is not responsible for printing errors in any raffle-related material or for lost, late, misdirected or non-delivered mail, corrupt electronic mail or other electronic or internet messages, service delays or interruptions affecting the U.S. mail, internet service provider or the internet or other electronic mail systems, or any other failure or delay to receive entry orders or requests or to deliver confirmations or receipts, whether prior to or after the drawing.

No refunds or returns will be made. All entries and donations become the property of EODWF immediately upon receipt and will not be returned.

### **Drawing**

The raffle drawing will take place at or about 8:00 pm CST, Friday, May 3, 2019 at the Emerald Coast Convention Center, 1250 Miracle Strip Parkway SE, Fort Walton Beach, Florida 32548, or at such later time, date and place as EODWF may determine to the extent permitted by Applicable Law and publish at <http://blastersgarage.com> and [www.eodwarriorfoundation.org](http://www.eodwarriorfoundation.org). At the drawing for the Grand Prize, the winning ticket shall be chosen blindly at random by picking it from a raffle drum or tumbler or other container after being thoroughly mixed by a third party unaffiliated with EODWF. The drawing will be open to the public, but a Ticket Holder need not be present to win.

### **Notification of Winners**

If not present in person at the drawing, the holder of record of the winning ticket will be notified by telephone and email at the telephone number and email address specified by such Ticket Holder in his or her entry form or ticket stub. If no reply to such notice by telephone or email is received by EODWF within 24 hours after such notice is given, notice will also be sent by certified mail to the mailing address specified by such Ticket Holder in his or her entry form or ticket stub. For all purposes of these rules and the operation of the raffle, (i) notification by telephone or email shall be deemed to have been given by EODWF and received by the Ticket Holder at the time EODWF places such telephone call or sends such email (by transmitting such email to its email service provider), and (ii) notification by certified mail shall be deemed to have been given by EODWF and received by the Ticket Holder on the third (3<sup>rd</sup>) business day in the State of Florida following the date deposited by EODWF in the U.S. mail. By obtaining a ticket, each Ticket Holder agrees that any notice given in accordance with the foregoing notice provisions shall be sufficient for all purposes of Florida Statutes § 849.0935(4)(e) and waives any and all rights to receive notice in any other manner.

If the winner of the Grand Prize has not satisfied all of the conditions stated in these rules necessary to receive and take delivery of such prize within fifteen (15) calendar days after notice has been given as provided in these rules (such 15-day period being called the “Prize Claim Period” in these rules), then he or she will be deemed to have forfeited and will no longer be eligible to win such prize, and an alternate winner of the Grand Prize also selected by similar random drawing will be notified. The same procedures and timing for drawing and notifying the winner stated above will be used to select and notify an alternate winner. If necessary, this process will be repeated with subsequent alternate winners until the Grand Prize is claimed by and delivered to a winner in accordance with these rules. EODWF may in its sole and absolute discretion extend or enlarge the Prize Claim Period for a winning Ticket Holder for good cause shown by such Ticket Holder.

The Grand Prize-winning Ticket Holder must notify EODWF prior to the expiration of the Prize Claim Period of his or her election to receive and take delivery of the Toyota FJ Cruiser automobile (subject to satisfaction of the conditions stated in these rules to receive and take delivery of the automobile). If the Grand Prize winner fails to so notify EODWF of his or her election within the Prize Claim Period, then EODWF may, at its option, disallow the award of the prize to such Ticket Holder and award such prize to an alternate winner selected in the manner provided in these rules. In addition, if the Grand Prize-winning Ticket Holder (i) is not at least 18 years of age, (ii) with a valid driver’s license and appropriate insurance, and (iii) satisfying all other tax and legal requirements, in each case in clauses (i) through (iii) at and as of the expiration of the Prize Claim Period as determined by EODWF in its sole and absolute discretion, then EODWF may, at its option, disallow the award of the prize to such Ticket Holder and award such prize to an alternate winner selected in the manner provided in these rules.

### **Claim and Delivery of Prize**

The following conditions must be satisfied by each winning Ticket Holder prior to being eligible to claim, receive and take delivery of the prize won, in each case below as determined by EODWF in its sole and absolute discretion:

1. The Ticket Holder must be eligible to participate in the raffle under these rules.
2. The Ticket Holder must sign and return to EODWF an affidavit of eligibility, agreement with these rules, and receipt for the prize (called the “Agreement and Affidavit” in these rules). If the Ticket Holder is a minor, the Agreement and Affidavit must be executed by the Ticket Holder’s parent or legal guardian.
3. The Ticket Holder must be a legal U.S citizen and present an acceptable form of government-issued photo identification proving his or her identity and that he or she is the Ticket Holder of record named on the winning ticket.
4. The Ticket Holder must provide EODWF with a true and correct taxpayer identification number (e.g., social security number, individual taxpayer identification number, or employer identification number) on IRS Form W-9.
5. The Grand Prize-winning Ticket Holder shall make payment of tax, equivalent to the required tax withholding based on the fair market value of the prize won, as required by the Internal Revenue Service.

If the holder of a winning ticket does not satisfy the foregoing conditions and requirements and otherwise comply with these rules and Applicable Law within the Prize Claim Period, then EODWF may, at its option, disallow the award of the prize to such Ticket Holder and award such prize to an alternate winner selected in the manner provided in these rules.

If the Grand Prize-winning Ticket Holder has timely elected to receive and take delivery of the Toyota FJ Cruiser automobile prize, the Toyota FJ Cruiser Grand Prize will be delivered to the Grand Prize winner at such location within the continental United States as may be determined by EODWF in its sole and absolute discretion. EODWF will pay for the costs and expenses in connection with such delivery of the Grand Prize to the Grand Prize-winning Ticket Holder, and the Grand Prize-winning Ticket Holder shall be solely responsible for, and shall make payment of, all other taxes (including sales taxes) and origination, title, tag, license and registration fees, insurance premiums and other fees, and any other fees, charges, surcharges, costs and expenses related to the acceptance and use of the Grand Prize. If the Grand Prize-winning Ticket Holder fails to accept delivery of the Toyota FJ Cruiser within ninety (90) days after the end of the Prize Claim Period, then EODWF may, at its option, disallow the award of the prize to such Ticket Holder and award such prize to an alternate winner selected in the manner provided in these rules.

EODWF warrants that the Toyota FJ Cruiser Grand Prize will be delivered to the winner free and clear of all liens and encumbrances. Otherwise, the Toyota FJ Cruiser will be delivered on an “AS IS-WHERE IS” basis, with no warranties. EXCEPT AS EXPRESSLY PROVIDED ABOVE, EODWF MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE TOYOTA FJ CRUISER OR ANY OTHER MATTER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

EODWF will not award any prize to any Ticket Holder who (i) was ineligible to purchase a ticket or otherwise enter the raffle, (ii) provided materially false or misleading information to EODWF in connection with the purchase, acceptance, or holding of a ticket, (iii) if participating in this raffle or receiving such prize is prohibited with respect to such person pursuant to these rules or Applicable Law, or (iv) fails to satisfy any conditions, as applicable, prior to the expiration of the Prize Claim Period applicable to such Ticket Holder.

### **Waiver; Release; Indemnification**

Each Ticket Holder, by acquiring a raffle ticket and participating in the raffle (and each winner, by accepting a prize in the raffle), and each other person by requesting a raffle ticket, (i) represents, warrants, acknowledges and agrees that he or she did not receive any representation, warranty, guarantee, assurance or similar undertaking, whether written or oral, express or implied, in fact or in law, relative to participating in the raffle or winning any prize, including but not limited to the likelihood of winning any prize or the design, manufacture, workmanship, merchantability, appearance, condition or fitness of any prize, and (ii) forever waives, releases and discharges, and agrees to indemnify, defend, protect and hold harmless, EODWF and its board of directors, officers, members, employees, volunteers, contractors, suppliers, vendors, sponsors, donors, accountants, attorneys, insurers, agents and representatives, and any person or entity associated with the production, judging, or administration of the raffle, and each of their respective directors, officers, partners, members, shareholders, employees and agents, including advertising and promotion agencies, from and against any and all claims, actions, losses, injuries, liabilities and obligations of any kind arising in connection with, as a result of, or otherwise relating to his or her request for a raffle ticket, acquisition of a raffle ticket, participation in the raffle, failure to win or redeem any prize, and the redemption, acceptance, possession, ownership, receipt, use or misuse of any prize awarded in the raffle.

## **Publicity**

Each winning Ticket Holder, by accepting a prize, grants to EODWF and its designees and affiliates, full permission, except where legally prohibited, to use the winner's name, address (city and state only), photograph, voice and/or other likeness, statements, biographical information, and prize information for advertising, trade and promotional purposes without further compensation and without notice, review, permission or approval, in all media now known or hereafter discovered, worldwide, and on the internet and world wide web, in perpetuity.

## **Compliance with Laws; Taxes**

Each Ticket Holder's acquisition of a raffle ticket, participation in the raffle and where applicable receipt and acceptance of a prize shall be done in full compliance with these rules and Applicable Laws. The offer of raffle tickets shall be void where prohibited by Applicable Law.

EODWF does not and will not provide any advice, counsel or guidance with respect to compliance with any and all applicable federal, state and local tax laws, rules and regulations, all of which shall be the sole responsibility of Ticket Holders and prize winners, each of whom is advised to consult his or her own tax advisor(s) with respect to any tax benefits and liabilities that may arise from participating in the raffle, including obtaining a ticket, making a donation and winning, accepting, using and transferring or otherwise disposing of any prize.

The award of prizes is subject to federal and state income taxes and may be subject to state and local sales or use taxes. Therefore, upon request, each winner must provide EODWF with all necessary tax information, including, without limitation, the winner's correct taxpayer identification number (e.g., social security number, individual taxpayer identification number, or employer identification number) on IRS Form W-9 in order to receive a prize, and no prizes will be awarded unless and until the applicable withholding requirements (described below) have been fully satisfied.

Withholding requirements on the award of the Toyota FJ Cruiser will be handled in one of two ways, as selected by the Grand Prize-winning Ticket Holder:

*Option 1 -- Winner Pays Withholding Tax:* The winner must pay EODWF 24% of the fair market value of Toyota FJ Cruiser. EODWF will provide an IRS Form W-2G to the IRS and to the winner in an amount equal to the fair market value of the Toyota FJ Cruiser.

*Option 2 – EODWF Pays Withholding Tax.* EODWF, as part of the prize, will pay the taxes required to be withheld, not only on the fair market value of the Toyota FJ Cruiser, but also on the taxes EODWF pays on behalf of the winner. Under this option, EODWF must pay withholding tax of 31.58% of the fair market value of the Toyota FJ Cruiser. EODWF will report this grossed up amount of the prize (fair market value of prize plus amount of taxes paid on behalf of winner) in box 1 of Form W-2G, and the withholding tax in box 2 of Form W-2G.

The Grand Prize-winning Ticket Holder must notify EODWF in writing before the end of the Prize Claim Period as to whether the Grand Prize-winning Ticket Holder wishes to select Option 1 or Option 2 above. If the Grand Prize-winning Ticket Holder fails to so notify EODWF in writing before the end of the Prize Claim Period, the Grand Prize-winning Ticket Holder will be deemed to have selected Option 2. If the Grand Prize-winning Ticket Holder selects Option 1, the Grand Prize-winning Ticket Holder must pay the applicable withholding tax amount to EODWF before the end of the Prize Claim Period.

## **Privacy**

Ticket Holders' and other prospective entrants' information collected in connection with the raffle will only be used for the purposes stated in these rules, and will not be sold or otherwise shared with any third-party websites or companies, provided that the foregoing shall not be deemed to prohibit or restrict EODWF in any manner from providing or disclosing any such information as EODWF may determine in its sole and absolute discretion to be necessary or advisable for EODWF to comply with Applicable Laws, subpoenas, discovery requests or governmental investigations or inquiries.

## **Governing Law; Jurisdiction and Venue; Mandatory Arbitration**

The raffle is subject to these rules and Applicable Law, including the internal laws of the State of Florida. If there is a conflict between these rules and any Applicable Law, the Applicable Law shall govern (and in case of a conflict between the internal laws of the State of Florida and any other Applicable Law, the internal laws of the State of Florida shall govern without giving effect to Florida's choice of law rules). EODWF reserves the right to update, supplement and modify these rules and to impose additional conditions, procedures and requirements as may be necessary or appropriate for the conduct of the raffle and the delivery of prizes to comply with Applicable Law.

If there is a dispute of any kind regarding the conduct of this raffle, including the offer, issuance or delivery of tickets, selection of winners, or delivery of prizes, each Ticket Holder and each other person who sought or requested a ticket (i) agrees to arbitrate such dispute, with such arbitration to take place in Niceville, Florida, and to be decided by binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect and governed by the United States Arbitration Act (9 U.S.C. §§ 1-16), (ii) submits himself or herself to the jurisdiction of the Circuit Court of Okaloosa County, Florida, and waives any objection to such jurisdiction and venue, and (iii) appoints the then Clerk, or acting Clerk, of said court as his or her agent for the service of all process in connection with such proceedings. The official records of EODWF held in the raffle database shall be deemed correct and final. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Caution should be taken regarding any attempt to damage or to undermine the legitimate operation of the raffle. Any such attempts may be in violation of criminal and civil laws and will result in disqualification from participation in the raffle (among other remedies). Should any such attempt be made, EODWF reserves the right to seek and pursue all available remedies and damages, at law or in equity, including all fees, costs and expenses such as attorney fees and court costs, to the fullest extent of the law, including criminal prosecution.

In no event will EODWF, its directors, officers, employees, volunteers, attorneys, agents or representatives be liable to any party 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.

## **Miscellaneous**

Upon entering raffle, all donations are final and non-refundable. No refunds or exchanges.

These rules shall not be changed by any oral statement made by any person acting on behalf of EODWF. By participating, holders and requesters of tickets agree (i) to be bound by and comply with these rules and the decisions of EODWF, which shall be final and binding, and (ii) to waive any right to claim ambiguity in the raffle or these rules (except where prohibited by law).

These rules are copyrighted proprietary materials of EODWF and may not be copied, reproduced, or used in whole or part in any manner.

Inquiries and requests for information about this raffle may be sent to [blastersgarage@gmail.com](mailto:blastersgarage@gmail.com).

**A COPY OF EODWF'S OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE FLORIDA DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, WITHIN THE STATE OF FLORIDA, 1.800.HELP-FLA (435-7352). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE OF FLORIDA. EOD WARRIOR FOUNDATION IS REGISTERED WITH THE STATE OF FLORIDA UNDER THE SOLICITATION OF CONTRIBUTIONS ACT 1992.**

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