

UNCF MAYOR'S MASKED BALL NEW ORLEANS VEHICLE RAFFLE

Official Rules

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AN AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY/PRIZE ACCEPTANCE AGREEMENT WILL BE REQUIRED.

BY ENTERING THE RAFFLE, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RAFFLE ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. The UNCF Mayor's Masked Ball New Orleans Vehicle Raffle is a charitable raffle licensed by the Louisiana Department of Revenue with the license number E0004678 (the "**Raffle**"). The Raffle is open only to individuals who are at least eighteen (18) years of age or older at the time of entry. Employees of UNCF, Nissan of Slidell, LLC (d/b/a Supreme Nissan of Slidell), Hyatt Hotels Corporation, and each of their respective parent organizations, affiliates, and subsidiaries (collectively, the "**Raffle Entities**"), directors, officers, and each of their immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter or win. For purposes of this Raffle, immediate family members are defined as spouse, domestic partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren. The Raffle is void where prohibited by law.

2. How to Enter. The Raffle begins on or about 9:30 a.m. Central Time on February 15, 2018, and ends at approximately 9:30 p.m. Central Time on March 17, 2018 (the "**Entry Period**"). By participating in the Raffle, each entrant unconditionally accepts and agrees to comply with and abide by these "**Official Rules**" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

To enter the Raffle, you must purchase a raffle ticket in the State of Louisiana. A ticket may be referred to as an "entry" and tickets may be referred to as "entries" under these Official Rules.

There is no limit to the number of tickets that may be purchased per person. In the event a dispute regarding the identity of the individual who actually purchased a ticket cannot be resolved to Sponsor's satisfaction, the affected ticket will be deemed ineligible. Entries submitted by individuals who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

3. Winner Selection and Prize Claiming. The winner will be selected through a random drawing on March 17, 2018, from all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Raffle, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final. The potential winner will be notified using the information provided during entry by any of e-mail and/or telephone and/or mail (as selected by Sponsor) in a commercially reasonable time after the drawing. The Raffle Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an e-mail, placing of a phone call, one (1) day after sending via a delivery service, or two (2) days after mailing.

Each potential winner will be required to submit an affidavit of eligibility/release of liability/prize acceptance agreement (collectively, the "**Affidavit**") and return the Affidavit within the time period specified at notification before being eligible to receive the Prize. If any potential Prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Prize winner, such potential Prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the Prize to an alternate

winner. Parents or legal guardians of any potential Prize winner under the age of majority in their state of residence may be required to also sign the Affidavit in order for the potential Prize winner to be qualified to receive their Prize. If any potential Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential Prize winner cannot take possession of the Prize, or declines the Prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. The Raffle Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

The Prize winner must take possession of the Prize within seven (7) days after Sponsor's review and acceptance of the Affidavit or the Prize may be forfeited and awarded to another potential winner. Prize winner is responsible for the transportation costs, if any, of delivering the Prize to the winner's residence.

4. Odds. Odds of winning will depend upon the total number of eligible entries received.

5. Prizes and Values. One (1) winner will receive the grand prize (the "**Prize**") consisting of the following:

- (i) One (1) 2018 Nissan® Rogue SL

Prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing. In the event that Sponsor is unable to provide the winner with their Prize, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. **THE PRIZE SHALL BE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).** Prize winner will be solely responsible for all federal, state and/or local taxes, license fees, title fees, and for any other fees or costs associated with the Prize they receive, regardless of whether it, in whole or in part, is used. The approximate retail value ("**ARV**") of the Prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner may be required to provide Sponsor with a valid social security number or tax identification number before the Prize will be awarded for tax reporting purposes. An IRS Form W-2G will be issued in the name of winner, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the Prize received. An unclaimed Prize will be forfeited. The total ARV of all of the Prize in this Raffle is Thirty-Four Thousand Seven Hundred Sixty-Five United States Dollars (\$34,765.00).

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions All expenses not specifically mentioned herein, are not included as part of the Prize, and are solely the Prize winner's responsibility.

6. Publicity Release. Subject to applicable law, winner irrevocably grants the Raffle Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Raffle, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to the winner.

7. Tampering with Raffle. The Raffle Entities are not responsible for the actions of entrants in connection with the Raffle, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Raffle. Persons found tampering with or abusing any aspect of this Raffle, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Raffle, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future raffles, sweepstakes, contests, games of chances, etc. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected

of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

8. Suspension/Modification/Termination. In the event Sponsor is prevented from continuing with the Raffle by any event beyond its control, including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Raffle by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Raffle. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Raffle should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Raffle.

9. Waivers, Disclaimers and Releases. By participating in the Raffle, entrants agree to release, discharge and hold harmless the Raffle Entities from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Raffle and/or related to any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Raffle; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Raffle activity and/or Prize). Without limiting the generality of the foregoing, entrants agree that Raffle Entities: (A) have not made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Raffle and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (B) are not responsible for and have no liability for any defect in or failure of the vehicle; (C) are not responsible for and have no liability for the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Raffle Entities; and (D) are not responsible for and have no liability for any cause, condition or event whatsoever beyond the control of the Raffle Entities. Each entrant further agrees to indemnify and hold harmless Raffle Entities from and against any and all liability resulting or arising from the Raffle and to release all rights to bring any claim, action or proceeding against Raffle Entities and hereby acknowledge that Raffle Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties that may be sent along with a prize. Sponsor is not responsible for the actions of entrants in connection with the Raffle, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Raffle.

10. Entry Information and Raffle Communications. As a condition of entering the Raffle, each winner gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Raffle and comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to the Raffle or on the Raffle winner's list. Raffle Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

11. Governing Law/Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Raffle Entities in connection with the Raffle will be governed by and construed in accordance with the internal laws of the State of Louisiana, without giving effect to any conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE RAFFLE, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE RAFFLE, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL

RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

12. Dispute Resolution. The parties each agree to settle all disputes finally only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Louisiana and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Raffle shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Washington, DC. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Louisiana. Sponsor shall have no obligation to pay the administrative and arbitrator's fees in order to conduct the arbitration (including any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

13. Raffle Official Rules Requests. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Raffle Official Rules," UNCF, 1805 7th Street, NW, Washington, DC 20001, prior to the end of the Entry Period.

14. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Raffle-related materials and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

15. Sponsor. This Raffle is sponsored by the United Negro College Fund, Inc., 1100 Poydras Street, Suite 1400, New Orleans, LA 70163.