## NEW ENGLAND PATRIOTS CHARITABLE FOUNDATION SUPER BOWL 52 CHARITY RAFFLE

## Official Rules

- 1. <u>Raffle</u>. New England Patriots Charitable Foundation Super Bowl 52 Charity Raffle (this "Raffle").
- 2. <u>Raffle Period</u>. This Raffle begins at 7:00 p.m. (Boston Time) on Sunday, January 21, 2018, and ends at 12:00 p.m. (Boston Time) on Wednesday, January 31, 2018 (the "Raffle Period").
- 3. <u>Eligibility</u>. Raffle only open to individual legal residents of the fifty (50) United States (excluding CA, FL, NY, Puerto Rico, territories and possessions) who have attained the age of majority in their state of residence as of the date of entry into the Raffle. Employees of the New England Patriots Charitable Foundation Inc., the Kraft Group Companies, and each of their respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e. spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
- 4. <u>Raffle Tickets.</u> Raffle tickets may be purchased for **Ten Dollars (\$10.00)** online at <u>www.patriots.com</u> during the Raffle Period. Raffle tickets are transferable or assignable. There is no limit on the number of tickets sold. Upon entry, entrant will receive a receipt which shall constitute a ticket for the purposes hereunder. Sponsor may require entrant to present the receipt in order to claim prize.
  - 100% of proceeds from the Raffle will go to the New England Patriots Charitable Foundation, a 501(c)(3) not for profit corporation, supporting programs that aid New England youth and families by assisting programs that foster cultural diversity, education, family and health.
- 5. <u>Prizes and Odds</u>. There will be one (1) Grand Prize Winner. Sponsor reserves the right to substitute prizes of equal or greater value. Odds depend on the number of eligible entries received.

| Prize | No. of<br>Winners<br>of Each<br>Prize | Prize Description  | Approximate<br>Retail Value |
|-------|---------------------------------------|--|-----------------------------|
| Grand | 1                                     | Patriots Day Trip to Super Bowl 52                             |                             |
| Prize |                                       |  |                             |
|       |                                       | Prize package includes the following:                          |                             |
|       |                                       | <ul> <li>Two (2) round-trip flights to Minneapolis,</li> </ul> |                             |
|       |                                       | MN on a private charter reserved                               | \$9,000.00                  |
|       |                                       | exclusively for the friends and family of                      |                             |
|       |                                       | the Patriots organization. Flight departs                      |                             |
|       |                                       | on Sunday, February 4, 2018 and                                |                             |
|       |                                       | returns on Monday, February 5, 2018*                           |                             |
|       |                                       | • Two (2) lower bowl tickets to SOLD OUT                       |                             |

Super Bowl LII at U.S. Bank Stadium. • Two (2) tickets to the Patriots Pregame Tailgate Party. • Two (2) tickets to the Official Patriots Postgame Extravaganza. • Transportation for two (2) in Minneapolis between events. • Official Patriots and Super Bowl LII gifts. Any other costs associated with the prize, including but not limited to additional transportation, accommodations, taxes, souvenirs and concessions, are not included in prize. \*Winner is responsible for all costs associated with transportation to and from the departure airport, which will be either Boston, MA or Providence, RI. Total Approximate Retail Value of All Prizes \$9,000.00

- 6. <u>Selection of Winner</u>. One (1) winner will be determined from all eligible entries received during the Raffle Period in a random drawing to be conducted as soon as practicable following the close of the Raffle Period. The drawing will be conducted by the Sponsor, whose decisions are final on all matters relating to this Raffle.
- 7. Prize Delivery and Winner Verification. Sponsor responsible only for prize delivery; not responsible for prize utility, quality or otherwise. Winner will be notified by telephone and or email. If a potential winner cannot be reached by telephone and/or email within a reasonable time of the drawing or is ineligible, the prize will be forfeited and an alternate winner selected. Winner will be required to sign and return an affidavit of eligibility, prize acceptance form and applicable tax documentation. Each Winner may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. Prize may be awarded to an alternate winner if affidavit/release(s) is not returned within four (4) hours of the time of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize or prize notification as undeliverable may result in forfeiture of the prize and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its agencies to use winner's name, address, likeness, and/or prize information for advertising and promotional purposes in any medium without additional compensation to the extent permitted by law.
- 8. <u>Taxes.</u> Prize winners will be responsible for all applicable state and federal income taxes. The Internal Revenue Service (the "IRS") takes the position that no portion of the Raffle ticket price will be deductible as a charitable contribution when filing federal income taxes. A prize is considered ordinary income by the IRS.
- 9. <u>Conditions of Participation</u>. By participating in this Raffle, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges and warrants that s/he is eligible to participate in this Raffle. By participating, entrants hereby release and

- agree to hold harmless the New England Patriots Charitable Foundation Inc. and the Kraft Group Companies, and each of their directors, employees, officers, and agents, including without limitation, their advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities.
- 10. <u>Privacy Policy</u>. Entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Any questions regarding privacy matters should be directed to the address set forth in the Official Game Rules for important information regarding the collection, use and disclosure of personal information by Sponsor.
- 11. Choice of Law and Disputes. This Raffle is void outside of the fifty (50) United States (excluding CA, FL, NY, Puerto Rico, territories and possessions) and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. This Raffle will be governed by the internal laws of the Commonwealth of Massachusetts. Any and all legal actions or claims arising in connection with this Raffle must be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts. Except where prohibited by law, each entrant agrees that: (i) 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 exclusively by state or federal courts situated in Boston, MA, (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees, (iii) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and (iv) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
- 12. CAUTION. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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. <u>Kraft Group Companies</u>. As used herein, "Kraft Group Companies" shall refer to New England Patriots LLC, NPS LLC, NPP Development LLC, CBS Scene Patriot Place, LLC, and Kraft Soccer LLC. "Kraft Group Company" shall refer to any one of the Kraft Group Companies.
- 14. <u>Sponsor</u>. The New England Patriots Charitable Foundation, Inc., One Patriot Place, Foxborough, MA 02035.