One Roof Foundation 50/50 Raffle Official Rules for 2023-24 NHL Season

One Roof Foundation (the "Foundation") is excited to provide Seattle Kraken fans with the 50/50 Raffle charitable fundraiser (the "Raffle") during home games at Climate Pledge Arena. Each game, one lucky fan will win half of the proceeds of the Raffle and the other half will benefit the Foundation. Washington's Lottery is the presenting partner of the Raffle and not a sponsor or administrator of the Raffle.

- 1. General. All participants in the Raffle agree to be subject to these official rules (these "Official Rules"). A 50/50 raffle is one where the prize for the winning participant is 50% of the gross receipts generated from the sale of Raffle tickets at a single Seattle Kraken game. The remaining 50% of the gross receipts is retained by the Foundation to support its charitable purposes. The Raffle is operated exclusively by the Foundation. The Raffle is subject to all applicable federal, state and local laws and is void where prohibited.
- 2. Eligibility. By participating in the Raffle and/or claiming the Prize (as defined below) should you be selected as the Winner (as defined below), you certify that you are at least eighteen (18) years old and a legal resident of either the United States, excluding Puerto Rico, Guam and all other U.S. territories and possessions, or of Canada. The following individuals are ineligible to enter or win the Raffle: (a) working Raffle volunteers, (b) Foundation members, officers and directors, (c) full-time employees of Seattle Arena Company, LLC ("SAC") and (d) full-time employees of Seattle Hockey Partners LLC ("SHP"). To maintain eligibility, those purchasing Raffle tickets may not give away their ticket(s) to any other persons.
- 3. Ticket Purchase. Raffle tickets may be purchased from a Raffle kiosk in Climate Pledge Arena or sellers roaming throughout the bowl during Seattle Kraken games. Each ticket is a receipt for the purchaser and represents one entry for that game's Raffle and is not valid for any past or future Raffle. Except as otherwise set forth in this section 3, tickets are priced as follows: one (1) entry for \$10; ten (10) entries for \$20; fifty (50) entries for \$50; two hundred (200) entries for \$100. Tickets can only be purchased with credit or debit cards. Tickets will be sold from the time Climate Pledge Arena doors open until the start of the game's 3rd period.

Raffle tickets are priced as follows for the games set forth below (the "320 Games"): one (1) entry for \$10; ten (10) entries for \$20; fifty (50) entries for \$50; three hundred and twenty (320) entries for \$100. The 320 Games shall include all Seattle Kraken home games during the 2023-24 NHL Playoffs, and the regular season games on October 21, November 11, November 24, December 9, December 16, December 29, January 21, January 26, February 24, March 2, March 16, March 24, March 30 and April 11.

Tickets for the game played on December 12, 2023 shall be priced as follows: one (1) entry for \$10; ten (10) entries for \$20; seventy-one (71) entries for \$50; two hundred and twenty-one (221) entries for \$100.

Tickets during the Winter Classic game to be played on January 1, 2024 shall be priced as follows: one (1) entry for \$10; ten (10) entries for \$20; fifty (50) entries for \$50; three hundred fifty (350) entries for \$100.

The Foundation is not responsible for printing errors in any Raffle-related material or any incomplete, lost, late, stolen or illegible tickets or other errors or problems that may limit the participant's ability to participate in or win any Raffle. Any ticket that has been or appears to be tampered with will be void. False or deceptive entries will render the purchaser ineligible. All ticket sales are final, and the Foundation will not issue any refunds or replacements. Raffle tickets may not be given away by the Foundation for free. The decisions of the Foundation with respect to the

Raffle are final and binding.

- 4. Odds. The odds of winning the Raffle depend on the number of tickets sold.
- 5. Winner Notification. The winning Raffle number will be randomly selected and announced during the game's 3rd period and posted on the Foundation website at onerooffoundation.org/raffle within 48 hours following the drawing date. The Foundation has no obligation or means to contact the Winner directly. In case of any discrepancy between the announced number and the actual number, the actual number drawn will be considered the valid winning ticket. The participant with the "Winner") Raffle ticket (the can claim their Prize by winning contacting raffle@onerooffoundation.org and requesting additional information on how to present the ticket for verification. The Winner has thirty (30) days to claim their Prize.
- 6. Prize. The total prize amount (the "Prize) for the Winner is one-half (or 50%) of the net gambling receipts as the Foundation may deduct up to \$2,000 in actual expenses per Raffle prior to the prize calculation. The remaining one-half (or 50%) of the receipts will be retained by the Foundation to advance its charitable purposes. Prizes are payable electronically or via check. No substitutes for the cash prize will be allowed.
- 7. Claiming Prize. A person claiming the Prize will be required to present the winning ticket at the Kraken Community Iceplex, show valid identification, and complete an affidavit of eligibility and release, required tax forms and any other information requested by the Foundation to determine eligibility and compliance with applicable laws. If the Winner fails to meet the requirements for claiming the Prize, they will be disqualified and the Prize will be forfeited and retained by the Foundation. A Winner may also waive their right to receive the Prize, in which case the Prize will be retained by the Foundation. Complete details for claiming the Prize will be provided via email after the potential Winner has contacted the Foundation at raffle@onerooffoundation.org.
- 8. Taxes. Participants acknowledge they are subject to federal, state and local laws regarding gambling winnings, and acknowledge that the Foundation is required to comply with reporting requirements on Prize amounts imposed by state, local and federal laws as applicable. Participants acknowledge that the Foundation may, as necessary, collect some or all tax withholdings from the Prize prior to distribution to the Winner. The Winner agrees to assume all responsibility for any state, local or federal taxes, fees, or other government assessments on the Prize amount. Federal tax law requires that a tax withholding on certain raffle prize values must be collected from the Winner before distribution of the Prize. Each Winner is advised to consult their own tax advisor(s) with respect to the liabilities that may arise from winning and/or accepting the Prize.
- **9. Publicity Release.** By accepting the Prize, the Winner grants the Foundation, SAC, SHP and their third-party designees and affiliates full permission, except where legally prohibited, to print, publish, broadcast and use worldwide in any media now known or developed hereafter, the Winner's name, biographical information, photograph, voice, likeness and statements for any purpose, commercial or otherwise, including but not limited to promotion, advertising, publicity and other communications without additional compensation.
- 10. Release of Liability. By purchasing or attempting to purchase a Raffle ticket, each participant agrees to and accepts these Official Rules, and agrees to release, indemnify, defend and hold harmless the Foundation, SAC, SHP, and each of their respective parent, subsidiary or affiliated companies, shareholders, employees, directors, officers, affiliates, representatives, agents, successors, and assigns and the City of Seattle and the National Hockey League and its member clubs (collectively, "Released Parties") from and against all liability, claims, actions, losses, damages, lawsuits, costs and expenses (including, without limitation, reasonable attorneys' fees)

of any kind whatsoever arising directly or indirectly for injuries (including death), damages or losses to persons and property, which may be sustained in connection with the Raffle, participation in the Raffle, acceptance of any Prize, or any exercise by the Foundation of any of its rights set forth herein.

Released Parties are not responsible for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Raffle: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic or Internet connectivity or other online or network communication problems; errors or limitations of any Internet providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any wifi transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of any equipment or Web site in whole or in part for any reason; traffic congestion on the Internet or any Web site; unauthorized human or non-human intervention of the operation of the Raffle, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Raffle, or loss, miscount, misdirection, inaccessibility or unavailability of any email account used in connection with the Raffle. Released Parties are not responsible for any typographical errors, any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Raffle. The Foundation, in its sole discretion, reserves the right to disqualify any person tampering within the entry process or otherwise in violation of these Official Rules. The Foundation further reserves the right to cancel, terminate or modify the Raffle for any reason, including but not limited to if any Raffle is not capable of completion as planned, infection by tampering, unauthorized intervention or technical failures of any sort, fraud, or acts of God. Released Parties make no warranty, guaranty or representation of any kind concerning any prize and disclaim any implied warranty. Failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

Any attempt to deliberately damage or undermine the legitimate operation of the Raffle may be in violation of criminal and civil laws and will result in disqualification from participation in the Raffle. In the event of such an attempt, the Foundation reserves the right to seek remedies and damages (including attorneys' fees) to the fullest extent of the law, including request for criminal prosecution. These Official Rules are intended to be as broad and inclusive as permitted by the laws of the State of Washington and if any portion of these Official Rules is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

A ticket purchaser's sole and exclusive remedy for any claim against the Foundation arising out of the sale of Raffle tickets or the conduct of the Raffle shall be limited to the return of the purchase price paid for their ticket(s). In no event will any Released Parties be liable to any party or ticket purchaser 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.

11. Governing Law. The Raffle and these Official Rules shall be governed in all respects by the laws of the United States of America and by the laws of the State of Washington without giving effect to any choice of law or conflict of law rule of any jurisdiction. As a condition of entering the Raffle, each participant (a) agrees that any and all disputes, claims, controversies, or causes of action arising out of or relating to the Raffle or any Prize awarded shall be resolved individually and in King County, Washington; (b) agrees that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorneys' fees; and (c) hereby waives all rights to claim punitive, incidental, consequential damages and any other damages (other than for actual out-of-pocket expenses) and further waives any and all rights to have damages multiplied or otherwise increased.

- 12. Registration Information. The Foundation is a registered 501(c)(3) charitable organization incorporated under the laws of the State of Washington. It is a separate legal entity from SHP, the legal entity that owns the Seattle Kraken NHL franchise, and SAC, the legal entity that manages and operates Climate Pledge Arena. The Foundation is conducting the 50/50 Raffle at Climate Pledge Arena with the permission of SHP but the Foundation is solely responsible for the operation and conduct of the Raffle. If you have any questions, please contact the Washington State Gambling Commission at (360) 486-3606.
- **13. Inquiries.** For general questions regarding the Raffle, please contact the Foundation at (844) 645-7825 or <u>raffle@onerooffoundation.org</u>. Additional contact information will be listed on the Foundation website at www.onerooffoundation.org.
- 14. Effective Date. These Official Rules are effective as of December 12, 2023 and were last updated on that date. The Foundation reserves the right to modify these Official Rules at any time.