

## **THE ZOE FOUNDATION SAVE THE TIGER CHALLENGE DRAWINGS:**

**OFFICIAL RULES:** By participating in the Zoë Foundation Drawings (the "Drawings"), each participant ("Entrant") agrees to be bound by these Official Rules and by the decisions of the Zoë Foundation (collectively, the "Rules"), and the Rules shall be binding and final as to all matters related to the Drawings. The Drawings are subject to all applicable federal, state and local laws. We advise every entrant to read these rules carefully before participating.

**SPONSOR:** Zoë Foundation, 5225 Banks Haven Ct., Raleigh, NC 27603. Non-profit Tax ID Number 52-2234212.

### **AWARDS – FUNDRAISERS ONLY DRAWING:**

(1) Signed & numbered, limited edition, *La Enigme de Fuquay-Varina* City Series Tribute Giclee. Retail Value: \$685 (10 Available)

### **AWARDS – SUPPORTERS ONLY DRAWING:**

(1) Signed & numbered, limited edition, *La Enigme de Fuquay-Varina* City Series Tribute Giclee. Retail Value: \$685 (5 Available)

(2) Signed *La Enigme de Fuquay-Varina* lithograph. Retail Value: \$35 (45 Available)

**AWARD DRAWINGS:** There will be a maximum of ten (10) winning Drawing tickets selected during the Fundraisers Only drawing. There will be a maximum of fifty (50) winning Drawing tickets selected during the Supporters Only drawing. Each Drawing (as hereinafter defined), and any Official Winners of each Drawing will, subject to the Rules, be presented the specified award.

**OBTAINING A SUPPORTER ONLY DRAWING ENTRY:** A Supporter is a person who makes a donation via *FirstGiving* to the fundraising participant of their choice as defined by the Q&A on the Zoë Foundation website. If a supporter makes a \$10 donation, he/she will be assigned one (1) ticket into the Supporters Only Drawing. For every \$5.00 above a \$10 donation, the supporter will be assigned one (1) additional ticket into the drawing. The supporter will not receive a physical ticket. They will be listed in our data base by name and support amount. Based on a \$10 or above donation, a ticket number (or numbers) will then be assigned to each supporter in the database. A corresponding ticket(s) will then be printed. On a date, time, and place yet to be determined, the tickets will be placed into a raffle barrel. The winning tickets will then be drawn from that barrel. Supporters do not have to be present to win.

**ELIGIBILITY TO RECEIVE A SUPPORTER ONLY ENTRY:** During the dates and times and other details specified, **Supporter Only drawing entries MAY BE OBTAINED ONLY BY SUPPORTERS** in accordance with the Rules. The following persons are NOT ELIGIBLE to participate in the Drawings or to win any Award (collectively, the "Ineligible Parties"): employees, officers, directors, shareholders, members, volunteers, agents and consultants of the sponsor.

**OBTAINING FUNDRAISER ONLY DRAWING ENTRY:** A fundraiser is defined as a business or individual who is soliciting donations from supporters to help the Zoë Foundation. A

fundraiser will use a personal fundraising page that they set up on *FirstGiving* to collect donations. A separate drawing will be held for fundraisers only. Each fundraiser who raises \$350 during the course of the Zoë Foundation Save the Tiger Challenge will be assigned one (1) entry into the Fundraisers Only Drawing. For every \$100 above \$350 raised, the fundraiser will be assigned one (1) additional ticket into the drawing. The fundraiser will not receive a physical ticket. They will be listed in our data base by name and the total donation amount raised. When the Zoë Foundation Save the Tiger Challenge event ends, a ticket number(s) will then be assigned to each fundraiser in the database. A corresponding ticket(s) will then be printed. On a date, time, and place yet to be determined, the tickets will be placed into a raffle barrel. The winning tickets will then be drawn from that barrel. Fundraisers do not have to be present to win.

**ELIGIBILITY TO RECEIVE FUNDRAISER ONLY ENTRIES:** During the dates and times and other details specified, **Fundraiser Only drawing entries MAY BE OBTAINED ONLY BY FUNDRAISERS** in accordance with the Rules. The following persons are NOT ELIGIBLE to participate in the Drawings or to win any Award (collectively, the "Ineligible Parties"): employees, officers, directors, shareholders, members, volunteers, agents and consultants of the sponsor.

**SUPPORTER ONLY DRAWING TICKETS ARE NONDEDUCTIBLE:** No portion of a \$10 or more donation for which said supporter receives an entry, or entries, into the Supporters Only Drawing can be deducted as a charitable contribution for federal income tax purposes.

**DRAWING:** Winning tickets will be selected in a random drawing of tickets from a raffle barrel. **The Drawings will be held on a date, time, and place yet to be determined.** The winning ticket numbers will be announced by the Sponsor during the drawings. The winning ticket numbers will also be posted on the [www.ZoeTigers.org](http://www.ZoeTigers.org) website (the "Website") within 48 hours after the Drawings and will remain posted on the Website for thirty (30) calendar days after the date of the Drawings during which the winning ticket numbers were selected (the "Award Claim Period"). As provided below under "NOTIFICATION OF POTENTIAL WINNERS," each Potential Winner (as hereinafter defined) will have thirty (30) calendar days from the date of the Drawings to claim his or her Award. A Potential Winner will be disqualified from the Drawings and not entitled to receive an Award if he or she does not present personal identification to Sponsor within the Award Claim Period. Awards that would have been given to the disqualified Potential Winner if not for the disqualification shall remain the property of Sponsor to use for charitable purposes. Sponsor will make every attempt to contact the winner(s) within the 30 day period via e-mail, telephone, or standard US mail.

**NOTIFICATION OF POTENTIAL WINNERS:** Potential Winners need not be present in person at the Drawing in order to win. **SPONSOR WILL ATTEMPT TO CONTACT EACH POTENTIAL WINNER VIA E-MAIL, TELEPHONE, OR STANDARD US MAIL. IDENTIFICATION MUST BE PRESENTED TO THE SPONSOR WITHIN THE AWARD CLAIM PERIOD (30 DAYS) FOR VALIDATION. A POTENTIAL WINNER'S FAILURE TO FOLLOW ANY OR ALL OF THE REQUIREMENTS CONTAINED IN THESE RULES SHALL RESULT IN THE DISQUALIFICATION OF SUCH POTENTIAL WINNER. IN THE EVENT OF DISQUALIFICATION OF A POTENTIAL**

**WINNER, THE AWARD SHALL CONTINUE TO REMAIN THE PROPERTY OF SPONSOR.**

**DETERMINATION OF ANY OFFICIAL WINNER(S):** Sponsor shall have the sole discretion to determine whether an Entrant for which a winning Drawing ticket was drawn ("Potential Winner") is an Official Winner of An Award. Sponsor's decision concerning the identity of all Official Winners shall be final and binding. To become an "Official Winner": (1) a Potential Winner must be eligible to participate in the Drawing under the Rules and must not be in violation of the Rules as determined in Sponsor's sole judgment; (2) that Potential Winner must show proof of identity and must contact Sponsor by the deadline specified above under "NOTIFICATION OF POTENTIAL WINNERS"; (3) that Potential Winner must execute and return to Sponsor an affidavit of eligibility on a form to be provided by Sponsor and provide all tax identification information and other information and documents required by federal, state or local law or otherwise requested by Sponsor; and (4) where applicable, provide Sponsor with payment for any required withholding taxes due prior to that Potential Winner's receipt of the Award unless the withholding tax is paid by the sponsor. If, for any reason whatsoever, all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if Sponsor is unable for any reason to identify or contact a Potential Winner, then that Potential Winner will be disqualified and the Award will continue to remain the property of Sponsor to use for charitable purposes. If a winner is under 21 years of age, they must be accompanied by a parent or guardian when showing proof of identity.

**PRESENTATION OF AWARD(S) TO OFFICIAL WINNER(S):** An Award will be presented to each Potential Winner who has been designated by Sponsor as an Official Winner. For security and safety reasons, no cash payments will be made to Official Winners.

**TAXES:** The federal withholding tax (if any) on the major awards will be paid by the sponsor. Any state and local income taxes are the sole responsibility of each Official Winner. The taxable value of the Award will be reported as taxable income to the Official Winner(s) for local and state income tax purposes.

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Entries or donations that are delayed, misdirected, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website, computer, telephone, cable or satellite modem or connection, hand held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server ISP or any equipment or programming used in or associated with the Drawings; (2) Any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Drawings (collectively, as described in clauses (1) through (2), "Errors"), including without limitation Errors in Drawing-related materials or in the administration of the Drawings, such as Errors in processing Entries, identifying Potential Winners, determining Official Winners, or announcing or delivering Awards; or If any portion of the Drawings are compromised, in Sponsor's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor's sole judgment, corrupt or impair the

administration, security, fairness or proper play of the Drawings, or the proper submission or capture of Entries (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Drawings, and to select a Potential Winner from all eligible, non-suspect Entries received before the known occurrence or discovery of such Compromising Event. All Entries shall be final, and no refunds or replacements will be issued by Sponsor. Sponsor has sole and final decision on admissibility of Entries and the determination of award winners.

**RELEASE OF LIABILITY:** Entrants, by participating in the Drawings, agree that the Sponsor and all of their respective officers, directors, employees, representatives, shareholders, managers, members, contractors, volunteers, licensees, consultants and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability for injuries, losses, cost, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, or other harm arising from or in connection with, whether in whole or in part or directly or indirectly, the Drawings or the acceptance, possession, misuse or use of any Entry or Award, the Rules and their application thereof, all means of Drawing entries, Drawing process, and/or winning Drawing ticket selection.

**PUBLICITY RELEASE:** Each Official Winner, by accepting his/her Award, grants Sponsor and Sponsor's designees and affiliates full permission to use that Official Winner's name, address (city and state only), photograph, voice and/or other likeness and Award information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

**COPYRIGHT:** All Drawing materials are copyrighted by Sponsor, and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

**GOVERNING LAW; SEVERABILITY:** The Drawings and the Rules shall be subject to and governed by the laws of the State of North Carolina. If a court of competent jurisdiction finds that any provision of the Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of the Rules, and the application of all of the Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law. DEPOSITING DRAWING RELATED MATERIALS IN THE FEDERAL MAILS IS A VIOLATION OF FEDERAL LAW AND COULD LEAD TO CRIMINAL PENALTIES.