

WINNING WITH ALS MARCH MADNESS BOURBON RAFFLE

BY PARTICIPATING IN THE “WINNING WITH ALS MARCH MADNESS BOURBON RAFFLE,” YOU AGREE TO THE FOLLOWING OFFICIAL RULES, WHICH ARE A CONTRACT.

OFFICIAL RULES FOR WINNING WITH ALS MARCH MADNESS BOURBON RAFFLE:

1. Sponsor. Winning With ALS, Inc. (“WWALS”) is the sponsor of The March Madness Bourbon Raffle (the “Raffle”). WWALS is a 501(c)(3) non-profit organization. The purpose of the Raffle is to raise funds for the operation and related activities of WWALS.

2. Raffle Overview. The Raffle begins on February 25, 2021, and ends on March 22, 2021, or when tickets are sold-out, whichever occurs first.

3. Eligibility. Any person 21 years of age or older, residing where the Raffle is not prohibited, may purchase a ticket (“Ticket”) to be entered in the Raffle (such person shall be herein known as the “Ticket Holder”). An affidavit of eligibility may be required from Ticket Holders who win a prize. WWALS board members and their immediate family members (in this instance known as parents, spouses and children) are prohibited from purchasing Tickets.

4. Rules. By purchasing a Ticket, each Ticket Holder accepts and agrees to be bound by all the rules, limitations, conditions, and restrictions set forth herein (the “Rules”), as well as all applicable local, state, and federal laws and regulations. By purchasing a ticket, each Ticket Holder accepts and agrees that **WWALS’S DECISIONS IN ALL MATTERS CONCERNING THE RAFFLE AND ITS INTERPRETATION AND APPLICATION OF THE RULES SHALL BE FINAL**. Please contact WWALS if you have questions regarding the Rules or the Raffle. The Raffle is void where prohibited by law.

5. Releases. By purchasing a Ticket, each Ticket Holder releases WWALS, its directors, officers, employees, and agents, from any and all liability with respect to the Raffle, including, but not limited to, the selection process and the interpretation and application of the Rules, and from any and all liability for injuries, losses, or damages of any kind caused by any prize or resulting from acceptance, possession, use, or misuse of any prize, and each Ticket Holder agrees to indemnify and hold WWALS harmless from any and all losses, damages, including but not limited to attorneys fees, rights, claims, and actions of any kind arising in connection with or as a result of the winner’s acceptance or use of any prize. Each Ticket Holder agrees that his/her name, likeness, and any statements made by him/her regarding the prize may be disclosed to, and used by, the news media and may otherwise be used by WWALS for advertising or publicity purposes without compensation, and in lists of prize winners that may be published in area news publications and other media, again without compensation, regardless of the number of times published.

6. Tickets. **The cost to purchase a Ticket for the Raffle is \$100.00 (U.S. Funds only) and can be purchased by transferring funds to WWALS via Venmo to @winningwithals; Ticket Holder’s name, email address and phone number must be included with the Venmo transfer.** Any eligible person may purchase more than one Ticket. Odds of winning depend on the number of valid Tickets sold. Tickets will not be sold after 11:59 p.m., Eastern Standard Time (“EST”), Sunday, March 21, 2021 (“Deadline”). Any unsold tickets become the property of WWALS. Any ticket(s) purchased after the Deadline will be invalid and the purchaser’s payment will be refunded. The IRS has taken the position that amounts paid for chances in raffles, lotteries, or similar drawings for valuable prizes are not gifts, and consequently do not

qualify as deductible charitable contributions. **A Ticket is not valid and shall not be entered in the Raffle until full and satisfactory payment for such Ticket is received by WWALS.** Tickets are not transferable once purchased. ALL TICKET SALES ARE FINAL AND NON-REFUNDABLE EXCEPT AS PROVIDED HEREIN.

7. Failure of Payment. If a Ticket Holder's payment by credit card is declined or check is dishonored by the bank for any reason, such Ticket Holder's Ticket shall be invalid and will not be entered in the drawing, unless full and satisfactory payment is made by 11:59 p.m. EST, Sunday, March 21, 2021. WWALS will attempt to notify the invalidated Ticket Holder by email or phone at the address or number provided on the ticket purchasing Venmo transaction; however, any failure to do so shall not cause the Ticket to become valid, cause the Ticket to be entered in the Raffle, or give rise to any claim or cause of action on behalf of the invalidated Ticket Holder. All decisions by WWALS to disqualify, discredit and/or invalidate a Ticket Holder's ticket are final.

8. Multiple-Party Tickets. In the event that more than one name is listed on a Ticket, the first name listed shall be deemed to be the Ticket Holder. Delivery or payment of the prize shall be made to the Ticket Holder. It is the responsibility of the Ticket Holder to allocate any such prize among the participants in a multiple-party Ticket, and WWALS, its directors, officers, employees, and agents, shall have no liability for any failure to do so. All decision by WWALS who is the valid Ticket Holder and prize winner are final.

9. Raffle Drawing. The Raffle Drawing shall take place on Monday, March 22, 2021 at 5:00 p.m. EST, and will be streamed live on the WWALS Facebook page (www.facebook.com/wwals). In order to be eligible for the Raffle Drawing, a Ticket Holder must have purchased their Ticket online before 11:59 p.m. EST, Sunday, March 21, 2021. Winning Tickets will be randomly chosen, and the winner of each prize ("Winner") will be the Ticket Holder who has purchased a valid Ticket drawn at random. The Tickets chosen in the following order will win the corresponding bottles:

1. Pappy Van Winkle 20-Year
2. Weller Full Proof
3. Blanton's Gold
4. Weller 12-Year
5. Old Fitzgerald 11-Year Decanter Series
6. Jim Beam Millennium (porcelain decanter)
7. Makers Mark Japanese Release (black wax)
8. Beam's Choice (large mouth bass porcelain decanter)
9. Henry McKenna 10-Year
10. Eagle Rare 1.75 litre
11. Blanton's 375 ml
12. Rebel Yell 10-Year Single Barrel
13. Rebel Yell 10-Year Single Barrel
14. Russell's Reserve 16-Year Barrel Proof
15. Heaven Hill Bottled in Bond
16. Buffalo Trace

At the discretion of WWALS, additional bottles may be added to this list, and if added, will be placed at the end of the order. Once a Ticket is drawn as a Winner, it will not be eligible to be chosen for additional bottles. Ticket Holders whose Ticket is not chosen as a Winner will be awarded 1 bottle of Makers Mark, Woodford Reserve, Buffalo Trace product, Heaven Hill product or similar 750 ml bottle.

If the Raffle is not held due to unforeseen circumstances, all money will be returned to the Ticket Holders. There is no substitution of prizes. TICKET HOLDERS NEED NOT BE PRESENT TO WIN.

10. Notification of Winners: WWALS shall notify each winning Ticket Holder (a “Winner Notification”) by phone or email based on the information **provided by the Ticket Holder when purchasing the Ticket**. The names and order of the winners will also be available on the WWALS Facebook page website at www.winningwithals.org within two days of the drawing.

11. Claiming a Prize. After receiving a Winner Notification, the winning Ticket Holders have 60 days to retrieve their respective prize from WWALS in Lakeside Park, KY, or such other location designated by WWALS. NO PRIZES WILL BE SHIPPED. If a winner fails to claim and/or retrieve his/her prize from WWALS within 60 days after being notified, WWALS shall draw another ticket and award that prize to the new Winner. The prize cannot be redeemed for cash. All decisions by WWALS to disqualify a Ticket Holder from claiming a prize for failure to collect said prize within the time allotted are final.

THE ABOVE RULES ARE PROVIDED BY WWALS AND ARE INTENDED TO GOVERN THE **WINNING WITH ALS MARCH MADNESS BOURBON RAFFLE**