



UNIVERSITY OF NEVADA LAS VEGAS

## **50/50 RAFFLE UNIVERSITY OF NEVADA, LAS VEGAS OFFICIAL RULES**

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### **1. ELIGIBILITY.**

The Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas, Department of Intercollegiate Athletics (“**UNLV**”) 50/50 Raffle (“**Raffle**”) tickets (“**Tickets**”) will be sold at various UNLV home Men’s Basketball and Football games and is open to all legal residents of the fifty (50) United States and the District of Columbia age eighteen (18) or older as of the date of entry (except in the case of legal residents of certain states or Washington D.C. where the age of majority is greater than eighteen (18) years of age, such age of majority) (“**Entrant**”). Employees of the Nevada System of Higher Education; the University of Nevada, Las Vegas; the Thomas & Mack Center; Sam Boyd Stadium; advertising and promotion agencies and raffle equipment providers for UNLV Athletics, Sam Boyd Stadium, and the Thomas & Mack Center; and the regents, independent contractors, officers, directors, or managers of each of the foregoing (collectively, the “**NSHE and Stadium Entities**”); and their immediate family members of each of them (spouses, domestic partners, siblings, children, and their respective spouses and domestic partners, regardless of where they reside), grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage(s), remarriage(s), adoption, co-habitation, or other family extension); and members of and/or those living in the same households, whether or not related, of each of the NSHE and Stadium Entities are not eligible to win or enter the Raffle.

By participating, each Entrant agrees: (a) to be bound by these Official Rules; (b) that the decision(s) of UNLV are final on all matters relating to the Raffle; (c) by entering any Raffle, Entrants agree to abide by all terms of the Official Rules applicable thereto; and (d) that in the event he/she does not comply with these Official Rules, that such failure disqualifies him/her from the Raffle. This Raffle is subject to all federal, state, local, and municipal laws and regulations and is void wherever prohibited or restricted by law.

**2. HOW TO ENTER.** At various UNLV home Football and Men’s Basketball games, UNLV offers the ability to enter the UNLV 50/50 Raffle to raise money for the UNLV Rebel Athletic Fund Scholarship Fund for scholarships for UNLV student-athletes. The 50/50 Raffle is conducted by UNLV at the Thomas & Mack Stadium and at Sam Boyd Stadium with a physical mailing address of 4505 S Maryland Parkway, Box 450003, Las Vegas, NV 89154-0003. UNLV and/or UNLV staff members/employees/volunteers/Rebel Girls (“**Sellers**”) shall sell Raffle tickets to Entrants in attendance at such designated UNLV events at one of the two stationary kiosks (“**Raffle Kiosk(s)**”) or via handheld Raffle ticketing devices. Entrants of the Raffle may purchase Raffle Tickets from Raffle Sellers throughout the Thomas & Mack Center and Sam Boyd Stadium on such select game dates. Tickets cannot be bought online. Tickets may be purchased with cash only (United States (\$) Dollars) as follows:

### **Ticket Prices**



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- 3 Tickets for \$5
- 15 Tickets for \$10
- 60 tickets for \$20

Each Ticket is a receipt for Entrant's purchase and represents one (1) entry in the Raffle for that game's Raffle and is not eligible for any past or future Raffle drawing. UNLV is not responsible for printing errors in any Raffle-related material or any misdirected, incomplete, lost, late or illegible Tickets or other errors or problems which may limit an Entrant's ability to participate in or win any Raffle. False or deceptive entries or acts will render the Entrant ineligible. All entries become the property of UNLV and will not be returned. Entrants may purchase as many Tickets as they wish, subject to availability. No refunds will be made, except as otherwise determined by UNLV in its sole discretion. The IRS has taken the position that raffle ticket purchases are not tax deductible.

**3. RANDOM DRAWING.** Each potential winner of any Raffle will be selected by random drawing by computer upon conclusion of each applicable Raffle period. For UNLV home Men's Basketball games, it is estimated that Tickets will be sold upon the gates of the Thomas & Mack Center being opened, sales of Tickets will end with fifteen (15) minutes left in the second half, and the winning Ticket will be selected and announced approximately ten (10) minutes remaining in the game. For UNLV home Football games, the tickets will be sold approximately two (2) hours before kick-off, sales of tickets will end at the end of the 3<sup>rd</sup> quarter of the game, and the winning Ticket will be selected and announced at the start of the 4<sup>th</sup> quarter of the game. One (1) potential winner will be chosen out of the pool of purchased Tickets for that game during the applicable Raffle drawing (each, a "**Raffle Winner**"). The Entrant whose Ticket number is drawn at the Prize drawing will be deemed the potential Raffle Winner of the Prize for that particular drawing. The drawing will be held at Sam Boyd Stadium for Football, and the Thomas & Mack Center for Men's Basketball. The decisions of UNLV are final and binding on all matters relating to any Raffle.

**4. ODDS.** Odds of winning depend on the total number of eligible entries received/Tickets purchased.

**5. PRIZE.** Each prize is cash and the amount depends on the amount of Raffle Tickets sold (each a "**Prize**"). Estimated Retail Value of each Prize depends on the amount of Raffle Tickets sold. Each Prize shall be paid to each Raffle Winner within approximately thirty (30) days after UNLV's receipt of all the necessary requirements from the potential Raffle Winner. The Prize check shall be sent by US mail. Proceeds are split between each Raffle Winner and UNLV. Each Raffle Winner will receive fifty percent (50%) of the total gross proceeds collected by UNLV. The remaining fifty (50%) will go towards the Rebel Athletic Fund Scholarship Fund minus any Raffle costs or expenses. Winning Raffle Ticket holders do not have to be present to win. Each Raffle Winner assumes all responsibility for any state, county, or federal taxes, fees, or withholdings. Each Ticket Entrant is advised to consult his/her own tax advisor(s) with respect to



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the liabilities that may arise from winning a Prize in this Raffle. Federal and state withholding laws are subject to change without notice. No substitutes for Prizes allowed by any Raffle Winner. Any unclaimed, forfeited, or declined Prize will be donated to the Rebel Athletic Fund Scholarship Fund. ALL COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND REDEMPTION AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED, INCLUDING, BUT NOT LIMITED TO LODGING, TRANSPORTATION COSTS TO AND FROM UNLV PREMISES, MEALS, GRATUITIES AND OTHER EXPENSES INCURRED BY CLAIMING OR ACCEPTING ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS AND ARE NOT INCLUDED WITH THE PRIZE. Potential Raffle Winners may waive their right to receive a Prize (i.e. decline the Prize), at which time the Prize from that drawing date will be forfeited and the Prize money will be donated to the Rebel Athletic Fund Scholarship Fund. The maximum amount for all Raffle Prizes distributed per year is limited to \$500,000 (\$500,000 for 2015, \$500,000 for 2016, etc.). The actual Prize amount depends on the amount of money collected for a particular game, and may be further limited by the annual \$500,000 cap (e.g., If \$400,000 in Prizes have already been dispersed in a given year, the Prize would depend on the amount of money collected for a particular game and be limited to \$100,000). The amounts awarded for the year to date will be listed at [www.rebelathleticfund.com/50-50](http://www.rebelathleticfund.com/50-50).

**6. NOTIFICATIONS.** The winning Ticket number will be posted at one of the 50/50 Raffle Kiosks at the games, announced over the UNLV game public address system (“**PA System**”), and posted on the megatron/big screen during the 4th quarter of each applicable home 2015 UNLV Football and during the last ten (10) minutes of each applicable Men’s Basketball game. In the event that the PA System, and/or the megatron/big screen are inoperable, check the Raffle Kiosks at the applicable game. Entrants must listen/watch for the winning numbers at the game, check the Raffle Kiosks posted numbers, or check for the winning numbers at [www.rebelathleticfund.com/50-50](http://www.rebelathleticfund.com/50-50). The winning Raffle Ticket number will be displayed on [www.rebelathleticfund.com/50-50](http://www.rebelathleticfund.com/50-50) within three (3) business days of the applicable game date. UNLV will not personally notify each potential Raffle Winner. Each Entrant is solely responsible for checking his/her Ticket number against the public notifications regarding the winning Ticket numbers.

**7. CLAIMING A PRIZE.** Prize claims (i.e. presenting a winning Raffle Ticket) may be made for UNLV home Men’s Basketball games at the Raffle Kiosk located at the Thomas & Mack main entrance at Swenson Street. Prize claims for UNLV home Football games may be made at the Raffle Kiosk located at the West Stadium entrance for Sam Boyd Stadium. Raffle Winners not present during the draw may contact UNLV during normal business hours by email [rebelathleticfund@unlv.edu](mailto:rebelathleticfund@unlv.edu) or by phone at (702) 895-1533 for further instructions on how to claim the Prize. After receiving the instructions, the potential Raffle Winner can make their Prize claim at the Rebel Athletic Fund Offices located in the Thomas & Mack Center during normal business hours, or as otherwise instructed by UNLV. Prize money for Raffle Winners (whether present at the applicable game draw, or not) will be mailed to the Raffle Winner in the form of a check within thirty (30) days following UNLV’s receipt of the necessary requirements.



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For security reasons, no cash payments will be made to Raffle Winners.

ALL PRIZE CLAIMS MUST BE MADE WITHIN FOURTEEN (14) DAYS OF EACH RAFFLE DRAWING DATE OR WILL BE FORFEITED.

If the potential Raffle Winner does not claim the Prize or declines the Prize within the stated timeframe, the Entrant will automatically be disqualified, the Prize shall be forfeited, and the Prize money will be donated to the Rebel Athletic Fund Scholarship Fund. UNLV is not responsible for and shall not be liable for any change of Entrant's email address, mailing address, and/or telephone number, or for any unsuccessful efforts to follow up with any potential Raffle Winner. Each Entrant is solely responsible for listening for the winning numbers, or checking the winning numbers on the megatron/big screen, website, or Raffle Kiosk postings. Each Raffle Winner must present a winning Raffle Ticket to UNLV Raffle representatives with the correct winning Ticket number to claim any Raffle Prize. The Ticket is the sole receipt and proof of purchase. Photocopies or reproductions of Tickets are not permitted. The potential Raffle Winner is required to execute and return to UNLV Raffle representatives, prior to and as a condition of being officially declared the Raffle Winner and receiving the Prize: (1) a declaration of eligibility, (2) a release of liability form, and, except where prohibited by law, (3) a publicity release form (collectively "**Raffle Documents**"). The potential Raffle Winner must return the Raffle Documents to the Rebel Athletic Fund representatives within three (3) business days of claiming the Prize. The Raffle Winner will be required to present a copy of a valid social security card or valid taxpayer identification number and valid identification as a condition of participating or receiving any Prize. The Raffle Winner will be issued an IRS Form 1099 at the end of the calendar year reflecting the actual value of the Prize won if the value of the Prize exceeds \$600. Upon receipt of and verification of all Raffle Documents and proof of residency/identification, the potential Raffle Winner will be declared the Raffle Winner of the Prize, subject to all terms, conditions, and requirements of these Official Rules. Failure to submit any of the Raffle Documents to UNLV within the specified time period, failure to comply with any tax/identification requirements, failure to properly claim the Prize, noncompliance with these Official Rules, or return of any Prize or Prize notification as undeliverable, may result in disqualification and the Prize being forfeited. If the Prize is forfeited or declined for any reason, the Raffle Winner will not receive any other Prize substitution or compensation, and the Prize will remain the property of UNLV and will be donated to the Rebel Athletic Fund Scholarship Fund. Participation in the Raffle constitutes Entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning the Prize is contingent upon Entrant's fulfillment of all requirements set forth herein. The Raffle is void outside of the United States, and wherever prohibited or restricted by law.

**8. TAMPERING AND DELIVERY DISCLAIMER.** UNLV, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who it determines, in its sole discretion, is or is attempting to: (a) tamper with any part of the Raffle; (b) attempting to undermine the legitimate operation of the Raffle by cheating, deception, or other unfair playing practices; (c) intending to annoy, abuse, threaten, or harass any other Entrant or UNLV and/or its



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agents; (d) reselling or purchasing Tickets from any third party; and/or (e) otherwise violating these Official Rules. An Entrant who tampers with or abuses any aspect of the Raffle or website, or who is in violation of these Official Rules, as solely determined by UNLV, will be disqualified and all associated entry or entries will be void.

UNLV reserves the right, in its sole discretion, to cancel, suspend, or terminate the Raffle if, in its sole opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of the Raffle, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs), or other causes, that in UNLV's sole opinion, compromise the integrity of the Raffle, corrupt or impair the administration, security, fairness, proper operation, or play of the Raffle.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY RAFFLE OR ANY WEBSITE ASSOCIATED WITH THIS RAFFLE, OR ANY PART THEREOF, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE RAFFLE. SHOULD ANY SUCH ATTEMPT BE MADE, UNLV AND/OR ITS AGENTS OR REPRESENTATIVES, IF ANY, RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS UNLV, NSHE, THE THOMAS & MACK CENTER, SAM BOYD STADIUM, AND ITS RESPECTIVE AGENTS, REGENTS, OFFICERS, AND EMPLOYEES FROM AN AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND/OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM BY ENTRANT'S BREACHES OF ANY REPRESENTATION, WARRANTY, OR COVENANTS ASSOCIATED WITH THE RAFFLE.**

**9. REGISTRATION WITH THE STATE OF NEVADA.** By letter from the Nevada Gaming Control Board, UNLV has obtained authorization to conduct a charitable lottery/raffle in Nevada within the year of 2015. UNLV is a tax-exempt not-for-profit public institution of higher education. UNLV is responsible for conducting the Raffle, and is doing so for the benefit of the Rebel Athletic Fund Scholarship Fund for student-athletes.

**10. WINNERS' LIST.** For a list of winning Ticket numbers and the Prize amount of the Raffle on each Raffle date, available after January 1, 2016, mail a request and self-addressed stamped envelope to Thomas & Mack Center, Attn: 50/50 Raffle- Rebel Athletic Fund, 4505 S. Maryland Pkwy., Las Vegas, NV 89154-0003.

**11. PUBLICITY AND USE OF PERSONAL INFORMATION.** UNLV will retain the Entrant's personal data for a reasonable period of time to enable it to send that Entrant the Prize that they have won and to verify that these Official Rules have been complied with, and for



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accounting purposes. By participating, the Winner grants UNLV and its designees exclusive permission to use their name, likeness, photograph(s), voice, city and state of residence, and Prize information in connection with the Raffle for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide in perpetuity, and waives any claims to royalty, rights, compensation, authorization, remuneration or notification for such use, unless prohibited by law.

**12. LIABILITY AND RELEASE.** Entrant, by participating, agrees that UNLV, NSHE, the Thomas & Mack Center, Sam Boyd Stadium, and each of their respective parents, subsidiaries and affiliates and the advertising and promotion agencies and all of their respective agents, regents, employees, directors, regents, and officers (collectively, “**Released Parties**”), will have no liability whatsoever for and shall be held harmless by Entrant against, any injuries, losses or damages of any kind, including death, to persons, or property incurred in connection with or resulting, in whole or in part, directly or indirectly from acceptance, possession or use/misuse of the Prize (including any travel or activity related thereto) and/or participating in this Raffle. The Released Parties are not liable for: (a) Tickets that are lost, stolen, damaged, illegible, given away or no longer in the Entrant’s possession; (b) Tickets that may have been tampered with or resold in violation of these Official Rules; (c) Tickets or payments that are delayed, misdirected, or undelivered as a result of any mail/postal carrier or delivery failure or any failure or problem with the availability, functionality, operability or use of any network, server, ISP, website, computer, internet connection, hand-held mobile device or any other equipment or connection used in connection with a Raffle; (d) any typographical, printing or other inadvertent errors in these Official Rules or any other Raffle related materials; and (e) any other errors of any kind whether human or otherwise, related to the Raffle, including, without limitation, errors in identifying potential Raffle Winners, errors in the administration of the Raffle or errors in any Raffle-related materials.

Entrant/Raffle Winner acknowledges, understands, and agrees to indemnify, defend, save and hold harmless the Released Parties from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgment and/or expenses, arising either directly or indirectly from any act or failure to act by Entrant and/or Raffle Winner (and its guests) while on UNLV premises or while traveling to or from UNLV related to claiming or accepting the Prize, providing any requested Raffle Documents, participating in any event related to the Raffle, or for any injury, loss, damage, liability, cost, or expense to the property of another arising out of, or otherwise related to the Entrant/Raffle Winner’s participation in the Raffle, acceptance/claiming of the Prize, or Entrant/Raffle Winner’s transfer of any Ticket.

A Raffle Entrant's sole and exclusive remedy for any claim against UNLV 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 his/her Raffle Ticket(s). As a condition of participating in the Raffle, Entrant agrees, and agree to confirm in writing: (a) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, special, consequential, or any other damages, other than actual out-of-pocket expenses; (b) all causes of



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action arising out of or connected with the Raffle, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. In no event shall the Released Parties be liable to any party or Entrant 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.

In no event will Released Parties be liable to Entrant or Winner or any person claiming through such Entrant or Winner for failure to supply the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-government entity, whether or not the action, regulation, order or request proves to be invalid, equipment failure, threatened terrorists acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, delivery/carrier error, work slow-down, civil disturbance, insurrection, riot, or any other cause or third party action beyond the UNLV's sole control.

**13. RELEASE AND CONDITIONS.** As a condition of participating in the Raffle, Entrant agrees and acknowledges that in order to receive the Prize, Entrant must sign the Raffle Documents which includes an official waiver form provided by UNLV, agree to the terms herein, including but not limited to the Prize conditions, and provide any required identification.

**14. TAXES.** The value of any Prize awarded to a Raffle Winner may be reported for tax purposes as required by law. The Raffle Winner is solely responsible for reporting and paying any and all applicable taxes (federal, state and/or local) related to the Prize and paying any expenses associated with the Prize, which are not specifically provided for in these Official Rules. The Winner must provide UNLV with valid identification and a valid taxpayer identification number or social security number before the Prize will be awarded. Any person winning over \$600 in prizes from UNLV will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the U.S. Internal Revenue Service.

**15. DISPUTES AND GOVERNING LAW.** The conduct of the Raffle is governed by all applicable federal laws, the laws of the State of Nevada, and local laws of the County of Clark. Any dispute arising out of or relating to the Raffle in any manner shall be governed by the laws of the State of Nevada without giving effect to any choice of law or conflict of law rule in any jurisdiction. Any action arising out of or relating to the Raffle including, but not limited to, the interpretation or enforcement the Official Rules shall be in a court of competent jurisdiction in the State of Nevada, County of Clark, and Entrant hereby consents to the personal jurisdiction of such courts for the purposes of such action. This Raffle is void outside of the United States and where prohibited by law. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular person or circumstance, is invalid or unenforceable to any extent, then the remainder of these Official Rules shall remain enforceable



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to the fullest extent permitted by law.

**16. CONDUCT AND DECISIONS.** By participating in the Raffle, Entrant agrees to be bound by the decisions of UNLV personnel. Any person who violates any rule, gains unfair advantage in participating in the Raffle, or obtains winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing, or threatening behavior is prohibited. UNLV will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning these Official Rules or the Raffle and UNLV's decisions concerning such disputes shall be final. If the conduct or outcome of the Raffle is affected by human error, any mechanical malfunctions, or failures of any kind, intentional interference or any event beyond the control of UNLV, it reserves the right to terminate the Raffle, or make such other decisions regarding the outcome as it deems appropriate. All decisions will be made by UNLV are final. UNLV reserves the right to terminate or declare the Raffle null and void and rescind the Prize, if in its sole judgment, the rules of integrity of the Raffle have been violated or compromised in any way, intentionally or unintentionally by a person whether or not an Entrant in the Raffle. UNLV further reserves the right to cancel, terminate, or modify the Raffle if, in the sole discretion of UNLV, it is impossible or impractical to complete the Raffle as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort. UNLV reserves the right to alter or amend these Official Rules at any time without prior notice. UNLV reserves the right to discontinue holding Raffles at UNLV home Men's Basketball or Football games, or to only hold the Raffle at certain games.

**17. TRANSFER OF RAFFLE TICKET.** Entrants may opt to give away their Raffle Ticket to other eligible persons, but in doing so, the Entrant waives any claim he/she might otherwise have to the Prize. Tickets may not be resold, and any Tickets that have been resold in violation of these Official Rules shall be void and all individuals to re-sell, purchase or receive Tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or win a Prize.