



## DETROIT PISTONS FOUNDATION 50/50 RULES AND REGULATIONS

### **Overview:**

The Detroit Pistons Foundation 50/50 Raffle ("Raffle"), including all tickets, transactions, participants, purchasers and winners, are subject to these Official Rules. By participating in the Raffle, entrants agree to be bound by these Official Rules. The Raffle is subject to all applicable federal, state, and local laws, including but not limited to, the State of Michigan Raffle Laws, and is void where prohibited.

### **Ticket Purchase:**

Raffle fundraisers will be conducted at select Detroit Pistons home games at Little Caesars Arena during the 2018-19 NBA season. The Detroit Pistons Foundation (the "Foundation") reserves the right not to conduct a raffle for any particular game. Raffle tickets will be sold from the time doors open through the end of the third quarter. Tickets may be purchased with cash (U.S. dollars), credit card, or debit card. Only tickets purchased before the end of the 3<sup>rd</sup> quarter shall be considered for entry into the drawing. The Detroit Pistons' computer is the official time keeping device. The winning ticket number will be drawn at the beginning of the 4th quarter, or as soon as practicable thereafter, and the number will be posted on the scoreboard and announced during the 4th quarter, or as soon as practicable thereafter.

### **Raffle Ticket Pricing:**

The raffle tickets are priced as follows:

- 2 tickets for \$5
- 5 tickets for \$10
- 20 tickets for \$20
- 80 tickets for \$40

Each ticket is a receipt for the entrant and will reflect the number of entries for that game's raffle purchased in a single transaction. Each ticket will include unique ticket numbers (or raffle draw numbers) for each entry purchased. Entrants may purchase as many tickets as they wish, subject to availability. Any attempt by any entrant to manipulate the electronic system or raffle will void that entrant's entries and that entrant may be disqualified. The Detroit Pistons are not responsible for late, incomplete, or incorrect entries. The Detroit Pistons have sole discretion on determining ineligible entries. All sales are final and no refunds will be made under any circumstance. A raffle ticket or Prize is not transferrable or assignable from its purchaser or winner to any other person. Raffle ticket purchases are not donations and are not tax deductible.

**Prize Winner Determination:**

Every transaction will be electronically tallied. The running total is periodically displayed and updated on the scoreboard and at various locations throughout the arena. The odds of winning are dependent upon the number of eligible entries. Each raffle ticket produces a counterfoil for each purchased raffle draw number, which will be intermixed into a raffle barrel. The winning raffle draw number is selected by a random manual drawing of counterfoil tickets from the raffle barrel. Prior to conducting the manual draw, the Prize amount will be determined and publicly announced. The winner need not be present to claim his/her Prize. One (1) winner will be chosen out of the pool of purchased tickets for each game during which a raffle is conducted. In the case of a discrepancy between the announced number and the actual number, the actual number drawn will be considered to be the valid winning ticket. The decisions of the Foundation are final and binding on all matters relating to any Raffle.

**Winner Notification:**

One Raffle prize winner will be posted on the Little Caesars Arena in-arena scoreboard and announced during the 4th quarter. The winning Raffle ticket number and winning jackpot will also be posted online at [www.pistons.com/5050](http://www.pistons.com/5050) within three (3) business days of the game date.

PLEASE NOTE THAT EVEN IF ENTRANT IS LISTED AS A POTENTIAL WINNER AT THE CLOSE OF THIS PROMOTION, **ENTRANT HAS NOT YET WON THE PRIZE**. EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY the DETROIT PISTONS, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND THE PRIZE WILL BE AWARDED.

**Claiming Prize:**

A winning Raffle Prize must be claimed by presenting the winning Raffle ticket to the designated Raffle staff in-person by the end of the game, or at a designated Raffle kiosk location. Winner can notify the Raffle personnel via the contact information posted on [www.pistons.com/5050](http://www.pistons.com/5050) as well as printed on the bottom of each Raffle ticket. The purchased Raffle ticket is the only valid receipt for claiming a Prize. The original ticket must be submitted and reflect the winning draw number. A photocopy, photograph, or reproduction of the receipt will not be accepted. A person presenting a winning Raffle ticket ("Potential Winner") will be required to present identification, complete the "Affidavit of Eligibility and Release" and required tax forms (supplying a valid social security number), and supply any other information requested by the Foundation necessary to determine eligibility and comply with applicable laws. Upon completion of the corresponding paperwork and verification of eligibility, the Foundation will mail a check in the winning Prize amount to the winner within approximately six (6) weeks. If a Potential Winner is unable to appear in person to claim the Prize, with the prior approval of the Foundation, he/she may submit all necessary materials by mail or delivery service. The Foundation reserves the right to require Potential Winners to claim their Prize in person at the arena. If a Potential Winner is determined to be ineligible, fails to submit identification, fails to return the required documents to the Foundation within the specified time period, or otherwise fails to comply with these Official Rules as determined by the Foundation in its sole discretion, the Potential Winner will be disqualified, the Prize will be forfeited, and the Prize money will be donated to the Foundation. Potential Winners may also choose to waive their right to receive a Prize at which time the Prize from that drawing will be forfeited and the Prize Money will be donated to the Foundation. Winners have thirty (30) days from the date of purchase to claim their Prize, by presenting the winning ticket and submitting

all required paperwork. If a Prize remains unclaimed after that time period, the unclaimed Prize will be donated to the Foundation. For security and safety reasons, no cash payments will be made to any Raffle winner.

**Eligibility:**

The Raffle is open to all ticket holders at designated Detroit Pistons home games, age eighteen (18) or older as of the date of entry, except as excluded below. By purchasing a raffle ticket, the entrant agrees to abide by all the terms of the Official Rules and all applicable Federal, State, Local, and Municipal Laws and regulations. Some restrictions apply. Void where prohibited or restricted by law. No person affiliated with the Foundation, Detroit Pistons, Detroit Pistons Basketball Company, the National Basketball Association (“NBA”), Olympia Entertainment, Palace Sports & Entertainment, 313 Presents, Little Caesars Arena and any other manufacturer or distributor of raffle related products or services including any employees and affiliates (including parent companies, franchisees/licensees, subsidiaries, award suppliers, representatives, board members, owners, officers, directors, commissioners, shareholders, and agents) may participate in the Raffle or receive a Raffle Prize. The Raffle Prize recipient must produce a physical, unaltered original of the raffle ticket with the winning number clearly printed for the Raffle staff to verify. Once the winning ticket is verified, the winner must thoroughly complete the required paperwork and submit to the Raffle personnel during the same visit.

**Applicable Laws:**

The Raffle is governed by Michigan Law. All winners will be subject to any tax withholding requirements established by the Michigan Department of the Treasury and the IRS. The Foundation will complete and file IRS form W-2G and any applicable state tax forms, and withhold Federal income tax of 25% and Michigan income tax of 4.25% from the winner’s proceeds in accordance with IRS and Michigan Department of Treasury guidelines and regulations for prizes at \$5,000 and above. Prize winners who are non-resident aliens for tax purposes will be subject to all applicable withholding and reporting requirements. Except as provided herein, each Raffle winner assumes all responsibility for any state, county, city or Federal taxes, fees or withholdings. Each winner is advised to consult his/her own tax advisor(s) with respect to the liabilities that may arise from winning a Prize in the Raffle. Except as provided herein, each Raffle winner assumes all responsibility for any state, county or Federal taxes, fees or withholdings. The Foundation and the Detroit Pistons are not responsible for any lost or stolen Raffle tickets.

**Foundation Registration Information:**

The Foundation is a recognized 501(c)(3) charitable organization existing under the laws of Michigan. The Foundation is conducting the Raffle at Little Caesars Arena with the permission of and limited assistance from the Detroit Pistons, but the Foundation is solely responsible for the operation and conduct of the Raffle. The official registration of the Foundation may be obtained from the Michigan Charitable Gaming Division. Registration does not imply endorsement. The Foundation’s issued registration numbers will be listed on each raffle ticket.

**Agreement to Official Rules, Binding Nature, Release, Indemnification:**

By purchasing a Raffle ticket, each purchaser fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Foundation, which are final and binding. Furthermore, each

purchaser agrees to release, indemnify, defend and hold harmless the Foundation, Detroit Pistons, Little Caesars Arena and each of their respective parent, subsidiary or affiliated companies, and each of their respective shareholders, employees, directors, officers, affiliates, representatives, agents, successors, and assigns (collectively, "Released Parties") against any and 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, receipt or use of any prize, or while preparing for, participating, in, and/or traveling to any prize-related activity. The Release Parties are not responsible for any injury or damage, whether to entrant or any other person or to any property, related to or resulting from entrant's participation in the Raffle, and/or acceptance of any prize or use of the Prize. By participating in the Raffle, entrant expressly assumes all liability and responsibility for entrant's participation and agrees that participation is solely at entrant's own risk.

**Tampering; Limitation of Liability:**

1. The Foundation, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or otherwise in violation of the 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 due to infection by tampering, unauthorized intervention, human error, or technical failures of any sort, fraud, acts of God, or any other reason, as determined by the Foundation in its sole discretion. If for some unforeseen reason (e.g. weather delay, power outage, emergency or other reasonably unforeseen event) the registered event is not completed on the calendar day the registered event's raffles tickets are sold, the selection of the winning raffle ticket from that registered event will be completed, if possible, the first business day when normal operations resume, and notice of the winning draw number will be posted to **[www.pistons.com/5050](http://www.pistons.com/5050)**. The Foundation will not be responsible for any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in this Raffle; technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; unauthorized human intervention in any part of the entry process or the Contest; technical or human error which may occur in the administration of the Contest or the processing of entries; any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize; typographical, printing or other inadvertent errors in these Official Rules, in the announcement of the winning draw number, printed tickets, or in other materials relating to any Raffle; or for Entries that are lost, stolen, misdirected, damaged, incomplete, ineligible, or contain other problems that may limit the entrant's ability to participate in or win any Raffle. Any ticket found suspect will be void. False or deceptive entries or acts will render the buyer ineligible. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the contest, if it is possible. No more than the stated number of Prizes will be awarded. 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 shall not constitute a waiver of that provision. Any attempt by any person to deliberately undermine the legitimate operation of the contest may be a violation of criminal and civil law, and, should such an attempt be made, The Foundation reserves the right to seek damages from any such person to the fullest extent permitted by law. The Foundation's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Winner must not be under any legal impediment that would prevent the Winner from

accepting the Prize, and must be able to participate in the Raffle and accept the Prize on the date or dates specified by the Foundation. Otherwise, the Prize will be forfeited.

**Dispute Resolution:** These Official Rules shall be governed by, construed and interpreted in accordance with the laws of the State of Michigan, applicable to contracts entered into and performed exclusively in that State, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Michigan. As a condition of entering the Raffle, each entrant agrees that any and all disputes, claims, controversies, or causes of action arising out of or relating to this Raffle or any Prize awarded (“Claims”) shall be (1) resolved individually, without resort to any form of class action, and exclusively by, the appropriate State of Michigan Court located in Oakland County, Michigan (2) settled by binding arbitration in the City of Detroit and Wayne County, Michigan before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses incurred, including costs associated with entering this contest, but in no event attorneys' fees. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Any attempt to deliberately damage or undermine the legitimate operation of any 50/50 raffle may be in violation of criminal and civil laws and will result in disqualification from participation in the Raffle. Should such an attempt be made, the Foundation reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution. A Raffle entrant’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 his/her Raffle ticket(s). In no event shall the 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. Entrant hereby waives any right to trial by jury in any action or proceeding.

**Effective Date of Raffle Rules:** These Official Rules are effective as of October 8, 2018. The Foundation reserves the right to modify these Official Rules at any time.

**Entrant's Personal Information:** By participating in the contest, entrant agrees to the Detroit Pistons’ Terms of Use Agreement and to the use of entrant’s personal information as described in the Privacy Policy located at <http://www.palacenet.com/privacy-policy>; entrant also grants full permission to Palace Sports & Entertainment, NBA and the Foundation (and their respective licensees, the Detroit Pistons and designees), by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization or compensation to entrant or anyone on its behalf, entrant’s name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, and any photographs, videotapes, motion pictures, recordings, or other record of in connection with the contest or any Prize in any and all media, whether now known or

hereafter developed, worldwide and in perpetuity, and entrants represents and warrants that no further permission is required for such use.