St. John's Episcopal School
2018-2019 Tuition Raffle
Official Rules

THIS RAFFLE IS NOT SPONSORED, ADMINISTERED, ENDORSED, OR AFFILIATED IN ANY WAY BY FACEBOOK® OR ANY OTHER SOCIAL MEDIA OUTLET. THIS RAFFLE IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE RULES CONTAIN A WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION AND MANDATORY ARBITRATION PROVISION.

1. ELIGIBILITY: Only legal residents of the United States and District of Columbia who are age 18 or older at the time of entering the Raffle (as defined below) are eligible to enter ("**Entrant**"). Officers, directors, employees, agents, and representatives of St. John's Episcopal School ("**Sponsor**") and Sponsor's subsidiaries, affiliates, successors, assigns; and members of their immediate families (parents, siblings, children and spouses, regardless of where they live), and those persons living in the same household with such persons, whether related or not, are ineligible to enter. The Winner may be required to sign an affidavit of eligibility, liability release and, unless prohibited by law, publicity release. The St. John's Episcopal School 2018-2019 Tuition Raffle (the "**Raffle**") is subject to all applicable federal, state, and local laws and regulations. By participating in the Raffle, you unconditionally accept and agree to comply with and abide by these Official Rules.

2. RAFFLE PERIOD: The Raffle begins on November 12, 2018 at 8:00 am Central Time ("CT") and ends on March 2, 2019 at 9:00 pm CT (the "**Entry Period**"). Administrator's database computer is the official time-keeping device for the Raffle. Any entry received outside the Entry Period will not be entered into the Raffle.

3. HOW TO ENTER: Tickets cost $125 each, or $500 for five tickets. According to IRS Publication 526, the purchase price for raffle tickets is not deductible as a charitable contribution for federal income tax purposes. Ticket purchases are final and nonrefundable. Raffle tickets may be purchased as follows:

1. Purchasing tickets online at www.stjohnsschool.org/auction (directed to www.muradauctions.net/sjes)
2. Purchasing tickets at the Auction Party that will take place on March 2, 2019

4. WINNER SELECTION & NOTIFICATION: One winner ("**Winner**") will be selected at random from all eligible entries on or about March 2, 2019 by a member of the St. John's School Parents Association ("**Administrator**"). Winner does not need to be present to win. The Winner will be contacted via the email address or other contact information furnished by Winner on the raffle ticket. If requested, Winner shall provide Sponsor with valid identification and a valid taxpayer identification number or social security number as a condition of the Prize being awarded. Winner may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, where lawful, a Publicity Release within five (5) calendar days of notification. Failure to timely return the documents and/or requested information, or the return of any prize or prize notification as being undeliverable, or if Winner is determined by Administrator to be ineligible, that Winner will forfeit the prize and an alternate winner may be selected and notified in the same manner as the original drawing from eligible raffle tickets. Three alternate drawings will be held, after which the prize will remain unawarded. All decisions of Administrator are final. Odds of winning each prize are dependent upon number of eligible raffle tickets sold. Void where prohibited or restricted by law.

5. PRIZES/ODDS: ODDS OF WINNING DEPEND ON THE NUMBER OF TICKETS PURCHASED. One Winner will receive one year's free tuition and fees to attend St. John's Episcopal School during the 2019-2020 school year (the "**Prize**"). The student that receives the benefit of the Prize must meet all eligibility, entrance and enrollment requirements and must be enrolled in the St. John's Episcopal School during the 2019-2020 school year. The Prize is not transferable, redeemable for cash or exchangeable for any other prize, and may not be used for an purpose other than attending St. John's Episcopal School during the 2019-2020 school year. Income taxes on prizes are solely the responsibility of the Winner. The total retail value of the Prize is the published 2019-2020 tuition and fee rate for the grade level of the student chosen by the Winner to be the prize beneficiary, such sum not to exceed $21,000. Winner remains responsible for payment of all non-tuition and school fee costs associated with attending school, including, without limitation, books, uniforms, supplies, etc. Only a single student may be

the beneficiary of the Prize; the Prize may not be split between students. Under applicable law, the Winner must pay Sponsor 25% of the fair market value of the Prize, minus the amount paid for Winner's raffle ticket(s).

6. DISCLAIMER: THE PRIZE IS AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

7. TAXES: The valuation of the Prize is based on reasonably available information provided to the Sponsor. The value of the Prize is taxable to the Winner, and the value of the Prize awarded to the Winner will be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes incurred as a result of the Prize. Under applicable law, the Winner must pay Sponsor 25% of the fair market value of the Prize, minus the amount paid for Winner's raffle ticket(s). It is strongly recommended that the Winner consult with a qualified tax advisor. Persons winning more than $600 in prizes will receive an IRS form 1099-MISC at the end of the calendar year, and a copy of such form will be filed with the IRS.

8. PUBLICITY LICENSE: Except where prohibited by law, acceptance of a prize constitutes winner's permission for Sponsor to use winner's name, image, likeness, voice, biographical information and other personal attributes for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without compensation.

9. DISQUALIFICATION: Without limitation, an Entrant may be disqualified, at Sponsor's sole discretion, if Entrant fails to satisfy the entry requirements, or violates or fails to comply with these Official Rules.

10. MODIFICATIONS: Sponsor reserves the right to modify, extend, suspend, or terminate the Raffle, in whole or in part, if it determines, in its sole discretion, that the Raffle is technically impaired or corrupted or if fraud, tampering or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Raffle as contemplated herein. If the Raffle is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy in such circumstances.

11. LIMITATIONS OF LIABILITY & RELEASE: Sponsor, Facebook, Inc., and all other social media outlets, are not responsible for any technical problems, technical malfunction or acts of third parties which may affect the operation of the Raffle. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR ADMINISTRATOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION. Sponsor, Facebook, Inc., and all other social media outlets on which the Raffle is referenced, and each of the foregoing's respective parent companies (if any), subsidiaries, affiliates, successors, assigns; and each of the foregoing's respective past, present and future officers, directors, owners, shareholders, members, managers, partners, principals, employees, attorneys, agents and representatives (individually and collectively the "Released Parties") shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission of any third party; or (ii) by any cause, condition, or event beyond the control of the Released Parties, including, without limitation, any act of God, war, terrorism, riot, hurricane or fire. BY ENTERING THE RAFFLE, ENTRANT IRREVOCABLY, FULLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND HOLDS HARMLESS EACH RELEASED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, ATTORNEY'S FEES, DAMAGES AND OTHER LIABILITIES ARISING OUT OF OR RELATING TO ENTRANT'S PARTICIPATION IN THIS RAFFLE AND RAFFLE-RELATED ACTIVITIES (SUCH AS ACCEPTANCE, POSSESSION, USE, NON-USE OR MISUSE OF ANY PRIZE), INCLUDING, WITHOUT LIMITATION BUT TO THE EXTENT PERMISSABLE BY APPLICABLE LAW, DEMANDS, CLAIMS AND CAUSES OF ACTION FOR CONTRACT, NEGLIGENCE, DAMAGES TO PROPERTY, BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF BUSINESS, LOSS OF CONSORTIUM, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES AND ALL OTHER FORMS OF CLAIMS, LIABILITIES AND DAMAGES. THIS IS A GENERAL RELEASE INTENDED TO BE CONSTRUED AS BROADLY AS PERMITTED BY APPLICABLE LAW. Entrant's sole and exclusive remedy for any breach or other alleged wrongful conduct of Sponsor or Administrator shall be limited to the refund of the purchase price paid by Entrant for Entrant's raffle ticket(s).

12. DISPUTE RESOLUTION: All disputes arising under or relating to the Raffle and/or these Official Rules shall be governed by the laws of Texas, without regard for conflicts of laws principles. The courts situated in Dallas

County, Texas shall have exclusive jurisdiction and venue over any claims arising out of or relating to the Raffle and/or these Official Rules, and Raffle irrevocably consents to such jurisdiction as a condition of entering the Raffle. All disputes arising under or relating to the Raffle and/or these Official Rules shall be submitted to and resolved by binding arbitration in Dallas, Texas. Any award shall be confirmed exclusively in the courts situated in Dallas County, Texas. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing.

13. WAIVER OF CLASS ACTION & WAIVER OF JURY TRIAL: ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. YOU MAY NOT JOIN OR CONSOLIDATE CLAIMS OR PARTIES IN ARBITRATION, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, AND YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO FILE ANY SUCH CLAIM OR PARTICIPATE IN ANY PROCEEDING IN ANY SUCH CAPACITY. YOU FURTHER HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A JURY TRIAL.