# **OFFICIAL RULES**

Thank you for supporting the "Home with Heart 2025" raffle (the "Raffle") conducted by Vanderbilt University Medical Center ("Sponsor"). Your purchase of one or more Raffle ticket(s) signifies your full and unconditional agreement to these official rules ("Official Rules"). In the event of any dispute, the interpretations and determinations by the Sponsor regarding the application of these Official Rules is final and binding in all matters related to the Raffle. Void where prohibited or restricted by law, rule or regulation. All applicable federal, state and local laws apply. Tickets may sell out before the date of the Raffle drawing. The chances of winning are based on the number of valid tickets sold.

## Eligibility

To be eligible to purchase a Raffle ticket, you must be an individual person at least 18 years old or the age of majority in your jurisdiction of residence, whichever is older as of the date of entry, and physically located within the State of Tennessee at the time of purchase. The following persons are not eligible to purchase a Raffle ticket: employees, officers, directors, owners, and shareholders of VUMC, , Bump Worldwide Inc., Truist Bank, Shopify Inc, Stripe, Inc., Andrews Transportation Group, ACE Hardware Corporation, Head Springs Depot, Marriott International, Inc., and Twice Daily and employees, officers, directors, owners, and shareholders of their subsidiaries, affiliated entities, or joint venturers (hereafter collectively, "Released Parties") and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related; any member of the General Assembly of the State of Tennessee during such member's term of office as a member of the General Assembly; the Secretary of State of Tennessee (the "Secretary") or any employee of the Secretary during the Secretary's term of office and such employee's term of employment with the Secretary; any vendors, including employees, agents or subcontractors (also includes immediate family members of same household) who provide printing services, telephone services and any records, devices or other gaming-related supplies or services related to the Raffle; those who provide the prizes for the Raffle; and any nonresident of the State of Tennessee who is not physically located in the State of Tennessee at the time of the purchase of a Raffle ticket. Notwithstanding the above, the above prohibition on eligibility to purchase a Raffle ticket based solely on an individual's status as a shareholder of a Released Party that is a publicly traded entity shall not apply to shareholders with less than a five percent (5%) beneficial ownership in such Released Party.

The determinations of Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Official Rules.

#### Sponsor

Vanderbilt University Medical Center Office of Development 3322 West End Ave, Suite 900 Nashville, Tennessee 37203 Attn: Home with Heart Raffle

#### Tickets

Tickets may be reserved via www.homewithheartraffle.com (the "Official Website"). You must provide all required information via the designated sections and/or pages of the Official Website to be eligible to enter and win. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

Tickets may be reserved for \$100.00 each. There is no limit to how many tickets may be purchased per transaction or by any one individual during the Raffle Period defined below.

A valid ticket represents a chance to win the opportunity to accept an offer of a prize, as defined herein. All sales of tickets are final, and no refunds will be paid.

Tickets, the prizes, receipts, and any winner's rights are not transferable. A ticket purchased by an ineligible person is void and cannot be a winning ticket. No refunds will be made to ineligible purchasers. Tickets may not be resold. No refunds, replacements, discounts or complimentary tickets will be issued.

Purchasing a Raffle ticket constitutes your unconditional acceptance of these Official Rules.

Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winner.

Sponsor reserves the right to reject any ticket reservation request that is submitted with payment that does not constitute good funds. A ticket for a credit card charge that was "declined" or reported as "invalid" or "stolen" is void and cannot be a winning ticket.

The IRS has ruled that a payment for a raffle ticket is a tax-deductible charitable contribution only to the extent the amount of the payment exceeds the price of the ticket.

All ticket reservations must be received and/or purchased by the indicated deadline. Any orders received after these deadlines will be ineligible. Sponsor assumes no responsibility for any failure to receive orders or deliver receipts prior to the drawing deadline. All defective or physically altered tickets or entry forms will be disqualified.

## The Drawing

The Raffle starts on February 12, 2025, at 8:00 a.m. (subject to change) Central Time ("CT") and ends on April 11, 2025, at 12:00 p.m. CT (the "Raffle Period"). Sponsor's computer is the official time-keeping device for the Raffle. The winning ticket for each of the prizes will be selected by a random drawing on April 11, 2025. The date of the Raffle

drawing is subject to all laws, regulations and acts of God or other acts or circumstances that would render the drawing illegal, unreasonable or impractical. Sponsor will select the name of the potential winner of each prize in random drawings from all eligible Raffle tickets. Selection of a potential winner's name for one prize does not disqualify the individual for the remaining prize drawings. All valid tickets have an equal chance to win. Ticket purchasers need not be present to win but must be in the State of Tennessee at the time of ticket purchase.

## Prizes

All Raffle winners shall be entitled to receive, upon compliance with these Official Rules, the prize ("Prize", or "Prizes" when more than one Prize is referenced) for which their name was drawn. The Prizes are strictly limited to those elements described in these Official Rules. The Prizes are not transferable or assignable and are the sole prizes in the Raffle.

All tickets purchased by April 11, 2025, at 11:59 a.m. CT will be eligible to win one (1) or more of the six prizes as listed on the prizes page of the HomewithHeartRaffle.com website

All winning numbers will be drawn on April 11, 2025, after 12 p.m. CT.

List of Prizes:

## • Home Garage Grand Prize Auto from Andrews Transportation

**Group\*.** The winner of this prize will have the option to choose between one of the following: (1) up to \$60,000 less mandatory tax withholding as a cash payment towards a retail purchase or lease of a new CADILLAC, Jaguar, or Land Rover of their choice from Andrews Transportation Group<sup>†</sup>, or (2) a cash prize award of \$40,000 less mandatory tax withholding. The cost of the automobile is the retail purchase or lease price. Other restrictions may apply.

\*The Grand Prize Auto will only be awarded if there are at least two thousand (2,000) entries in the raffle. In the even the number of entries is less than 2,000, the prize shall consist of a cash prize of \$5,000.

<sup>†</sup>Only automobiles in Andrews Transportation Group's available inventory at the time the Grand Prize is awarded are eligible for selection.

• **Paint Your Home Prize from ACE Hardware Painting Services.** The winner of this package will receive a gift card for \$5,000 to use towards painting services provided by ACE Hardware for use at a home or business. The home or business must be located within the Guthrie's ACE Painting Service Area. Other restrictions may apply per usual services offered by ACE Hardware Painting.

• **ACE Hardware Garden and Grill Prize**. This prize consists of a Big Green Egg grill, a caster kit, and an EGO tools package, for a total estimated value of \$5,000. Delivery charges may apply for certain locations, as further described on the Official Website.

• **Head Springs Depot Home Furnishing Prize**. This prize consists of a \$5,000 gift card for use at Head Springs Depot. Further information is pictured and described on the Official Website. Shipping charges may apply.

• **Nashville October Weekend Prize from Marriott Bonvoy.** This prize includes a weekend hotel stay, two concert tickets, two rounds of golf, a voucher for dinner, and a voucher for spa services, for a total value of \$3,650. Date restrictions as further described on the Official Website apply.

• **Gas and Coffee Prize from Twice Daily.** With a total value of \$2,000, this prize will consist of gift cards that can be redeemed for gas and coffee at participating Twice Daily locations.

## Winner

Each Prize will be awarded to only one (1) winner as indicated in the checkout section at point of purchase by the reference "Purchaser" or, in the case of a ticket gift purchase, "Gift Recipient." If more than one name appears in either reference, the first name will be deemed to be the intended Purchaser or Gift Recipient, as applicable. Sponsor will first notify the Prize winners by calling the telephone number provided as part of the applicable Raffle ticket purchase. Once the Sponsor notifies the Prize winners via phone, Sponsor will send an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit and Release") (unless otherwise prohibited by law) by secure electronic communication or certified U.S. mail, return receipt requested, to the email and/or mailing address provided by the Prize winner. If a winner cannot be contacted by phone, in the first instance, or by email, within five (5) business days, Sponsor will attempt to contact the winner by US certified mail return receipt requested. If the winner fails to respond to Sponsor within ten (10) days after the date Sponsor sends the certified letter to the winner, the Prize is forfeited, and no substitute or alternative prize will be provided.

Within ten (10) business days of receipt, the Prize winners will be required to execute and deliver to Sponsor the Affidavit and Release (unless otherwise prohibited by law) provided by Sponsor, and such documentation as may be required in a form acceptable to Sponsor in its sole discretion. Each Raffle winner will also be required to execute and deliver to Sponsor a W-9 tax form and provide two forms of identification satisfying the requirements necessary to complete the W-9, as set forth in the W-9 instructions.

The winner of each Prize shall have no rights in or to the Prize itself until the winner has been verified as eligible by Sponsor, has timely executed an Affidavit and Release and returned it to Sponsor, provided such other information as may be required by Sponsor, and until delivery to and acceptance of the Prize by the winner has been completed. The winner of the Prize will take ownership subject to all applicable federal, state, and local laws and regulations.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE RAFFLE. AN ENTRANT IS NOT A WINNER OF A PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

Each Prize winner consents to the release of his or her name in a list of winners as may be required under law. Each Prize winner understands and agrees that his/her image and/or voice may be captured or recorded in connection with the Raffle and hereby grants and conveys unto the Sponsor all right, title and interest in any and to all such photographic images and video or audio recordings and all copies thereto made by the Sponsor during the Prize winner's participation in the Raffle, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or records.

#### **Taxes/Prize Restrictions**

Each Prize winner assumes responsibility for payment of all fees, local, state and federal taxes associated with the transfer of the Prize to the winner. Sponsor takes no responsibility for any tax liabilities. Prize winners are strongly encouraged to consult with a tax professional regarding their tax liabilities. With respect to a prize with a value of more than \$5,000, the Internal Revenue Service requires Sponsor to withhold federal income tax at the rate of 24%, or current rate as established by the IRS, at the time of transfer and the winner must pay the amount of tax to be withheld to Sponsor as a condition of transfer of ownership of the prize from Sponsor to the winner.

Each Prize winner agrees that the value of any Prize reported by Sponsor for income tax and other purposes will be based on a written appraisal or other fair market estimate. Sponsor does not guarantee that the winner who receives any Prize will be able to transfer it for the appraisal value or that the Internal Revenue Service will use that value in its tax calculations.

The Prizes cannot be substituted, assigned, transferred, or redeemed for cash, except as expressly noted for the Grand Prize. The Prizes cannot be used in conjunction with any other promotion or offer. Only the Prizes stated in these Official Rules (six (6) Prizes) are available to be won in the Raffle.

Each Prize must be accepted and collected within six (6) months from the return of the Affidavit and Release.

## **Release and Limitation of Liability**

Each Prize winner hereby releases and holds Sponsor and each of the other Released Parties harmless with respect to any claim based on the winner's acceptance of the Prize. A Raffle entrant's sole and exclusive remedy for any breach of duty or conduct related to the Raffle shall be limited to the return of the purchase price paid for his or her Raffle tickets. In no event shall any of the Released Parties be liable to any person for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or, consequential, or other damages of any person or entity, whether arising in contract, tort or otherwise, arising out of the Raffle, use or ownership of the Prizes.

Released Parties are not responsible for lost, incomplete, late, damaged, delayed, garbled, inaccurate, incomplete or misdirected entries, submissions or email messages; failures or malfunctions of phones, phone lines or telephone systems or other communications malfunctions; interrupted or unavailable network, server or other connections, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay any transmission or communication; traffic congestion on the Internet; or for any technical problem, including but not limited to, any injury or damage to entrant's or any other person's computer related to or resulting from participation in this Raffle; printing, typographical or other errors appearing within these Official Rules or in any Raffle-related advertisements or other materials; or other errors or problems of any kind, whether mechanical, human, technical, electronic or otherwise; or the administration or conduct of the Raffle; or the processing of any entries. Use of any device to automate or subvert the entry process is prohibited and any entries or submissions received through such means will be void. Entries will be disqualified if they contain inappropriate material or language, including profanity.

Disputes: THIS RAFFLE IS GOVERNED BY THE LAWS OF DAVIDSON COUNTY AND THE STATE OF TENNESSEE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. EXCLUSIVE JURISDICTION AND VENUE FOR ALL MATTERS RELATED TO THIS RAFFLE SHALL BE IN THE STATE COURTS OF DAVIDSON COUNTY, TENNESSEE, OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE, NASHVILLE DIVISION, AND SPONSOR AND PARTICIPANTS HEREBY AGREE AND CONSENT TO SUCH JURISDICTION AND VENUE.

As a condition of participating in this Raffle, each participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Tennessee having jurisdiction. Further, in any such dispute, under no circumstances shall any participant be permitted to obtain awards for, and each participant hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Raffle). Participant further waives all rights to have damages multiplied or increased.

CAUTION: ANY ATTEMPT BY ANY PERSON OR PERSONS, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS RAFFLE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **General Conditions**

All Raffle materials, names, marks, logos and/or other identifications are protected by intellectual property laws and owned by the Sponsor and may not be copied, reproduced or used for any purpose without the express prior written consent of Sponsor, in each case.

Unless otherwise stated, use of the terms "proceeds", "ticket proceeds", or similar uses, whether in the Official Rules or in marketing or advertising materials related to the Raffle, shall refer to revenue from ticket sales net of raffle-related administrative and other expenses, including expenses related to the prizes.

If, for any reason, the Raffle is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor (or any of the other Released Parties) which corrupt or affect the operation, administration, security, fairness, integrity, or proper administration or conduct of this Raffle, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Raffle (or any portion thereof); (b) modify the Raffle or suspend the Raffle to address the impairment and then resume the Raffle in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Prizes from among the eligible, non-suspect entries received up to the time of impairment, and all eligible entries received.

Registration with the State of Tennessee: Sponsor made application to the Tennessee Secretary of State's office, and was subsequently authorized by the Tennessee General Assembly to conduct this Raffle.

Winner Identification: For identification of each Prize winner, available after the conclusion of the Raffle Period, through May 31, 2025, send a self-addressed, stamped envelope to:

VUMC Vanderbilt University Medical Center Office of Development 3322 West End Ave, Suite 900 Nashville, Tennessee 37203 Attn: Home with Heart Raffle