



Children's Hospital Colorado Mighty Millions Raffle 2019 Official Rules

Charity Raffle License

The Children's Hospital Colorado Mighty Millions Raffle is presented by the Children's Hospital Colorado Foundation Board of Trustees (Foundation Board), a Colorado nonprofit organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, located at Anschutz Medical Campus, 13123 East 16th Ave., Box 045, Aurora, CO 80045, to raise funds for its ongoing charitable activities and purposes.

The Children's Hospital Colorado Mighty Millions Raffle is licensed by the Colorado Secretary of State Bingo-Raffles Division under Raffle License No. 2019-13910. The Raffle is subject to the rules set forth below ("Rules"), as well as the laws of the State of Colorado, and the rules, regulations and statutes set out in the *Colorado Constitution, Article XVIII, Section 2, C.R.S. Title 12, Article 9* and the *Code of Colorado Regulations – Rules Covering and Regulating Bingo and Raffle Games (8 CCR 1505-2)* (such Colorado laws, rules, regulations and statutes are sometimes collectively referred to as "Applicable Law"). A copy of the rules, regulations and statutes, as well as the license issued to Foundation Board, is available for inspection from Foundation Board. If there is a conflict between these Rules and Applicable Law, Applicable Law shall govern. Foundation Board reserves the right to modify the rules as may be necessary or required to comply with Applicable Law. The purchaser and holder of each ticket agrees that, by purchasing and/or holding the ticket, he or she agrees and consents to the Rules and Foundation Board's interpretation and application of these Rules.

The Rules and protectable elements of the Raffle are copyrighted (and protected by other applicable intellectual property rights) materials of Foundation Board and may not be copied, reproduced, distributed, or used in whole or part in any manner without the express written consent of Foundation Board. All rights are hereby reserved.

Purchaser and Holder Eligibility

Ticket purchasers and holders must be at least 18 years of age and reside in the United States. A ticket may not be purchased or held by (1) an individual who is prohibited from purchasing or holding a ticket under Applicable Law or applicable U.S. federal law or (2) the following individuals and members of their immediate family who reside at the same address: (a) Children's Hospital Colorado Foundation employees, as well as members of the Children's Hospital Colorado Foundation Board of Trustees (b) Children's Hospital Colorado Senior Executives and members of the Children's Hospital Colorado Board of Directors (c) builder, designer and developer of the Grand Prize Showhome. A ticket may not be assigned or transferred. Residents who reside outside the United States may not purchase tickets.

Only tickets that have been paid for and/or have been verified as paid for are eligible to be entered for the respective draws. Prize winners consent to the use of their names and photographs by Foundation Board for publicity purposes. Raffle is void where prohibited by law.

Foundation Board reserves the right to require reasonable evidence documenting each ticket purchaser and holder's eligibility to purchase and/or hold a ticket. Foundation Board also reserves the right to void any ticket sold to or held by an individual who is not eligible to purchase and/or hold a ticket under these Rules.

Raffle Ticket Information

A maximum of 117,000 tickets are available for sale. Prices are 1 for \$100, 3-pack for \$250, 5-pack for \$375. A Mighty Pack is available for purchase and includes a 6-pack of raffle tickets and 7 100 Days of Winning Cash Calendar® tickets for \$500.

Tickets will be issued in the name of one (1) holder only. All tickets in a ticket pack will contain identical purchaser information. Tickets will be issued in the name of an individual person (i.e. first name, last name). An eligible purchaser may designate another person as the ticket holder. No groups, corporate entities, or other entities may be named on a ticket. If more than one holder is named on a ticket, the first name listed will be treated as the holder for all purposes, and Foundation Board shall not have any obligation with respect to the other individuals named on the ticket.

The odds of winning will depend on the number of tickets sold. If Foundation Board sells all 117,000 tickets, the odds of winning a prize are approximately 1 in 15. Odds of winning the Grand Prize Showhome are 1 in 117,000 or 1 in the total number of tickets sold (whichever is fewer). Odds of winning may improve if fewer than 117,000 tickets are sold.

Tickets may be ordered online at MightyMillionsRaffle.com or by calling 844-514-2126. Ticket purchases may be made only by valid major credit cards, not by cash or check.

Tickets will be issued and assigned ticket numbers in the order in which they are processed. Official tickets will be issued by email only and will not be sent by U.S. Mail. It is the right of Foundation Board to disallow any ticket orders that do not meet the criteria set out in the Rules or in accordance with Applicable Law. Ticket refunds will not be issued after a ticket has been purchased. Changes or refunds to tickets will not be allowed after a ticket has been purchased, unless a ticket is sold after 117,000 tickets have been sold or after the final ticket sales deadline. Foundation Board is not responsible for any failure to receive orders or deliver official tickets prior to the final ticket sales deadline. Holders are not required to have received their official tickets in order to be included in the draws.

Ticket Deadlines & Draw Dates

Loyalty ticket sales deadline: midnight, March 1, 2019

Loyalty draw date: March 28, 2019*

VIP ticket sales deadline: midnight, March 15, 2019

VIP draw date: March 28, 2019*

Early Bird ticket sales deadline: midnight, April 12, 2019

Early Bird draw date: April 24, 2019**

Final ticket sales deadline: midnight, May 3, 2019

Final draw date (if needed): May 16, 2019***

Draw Information

**Draw Scenario 1*

All tickets sold by the Loyalty Deadline of midnight Mountain Time, March 1, 2019, will be eligible for Loyalty Draws (5 prizes) on March 28, 2019. All tickets sold by the VIP Deadline of midnight Mountain Time, March 15, 2019, will be eligible for VIP Draw on March 28, 2019. The draws for the Loyalty Prizes and VIP Prize will take place at noon Mountain Time at the Hyatt Regency Aurora-Denver Conference Center, 13200 E. 14th Pl., Aurora, CO. The winning ticket for the Loyalty Prizes and VIP Prize draws will be re-entered for all remaining draws and therefore a ticket purchaser or holder could possibly win more than one prize.

***Draw Scenario 2*

In the event that all tickets are sold by the Early Bird Deadline of midnight Mountain Time, April 12, 2019, then all remaining draws would be conducted on April 24, 2019, at noon Mountain Time at the Grand Prize Showhome located at 5162 Mount Glennon Way, Morrison, CO 80465. The first draw would be for the Early Bird Prize (see "Prize Claim" section below for more information on the Early Bird Prize). This would be followed by draws for all remaining prizes starting with the lowest valued contracted prize and ending with the most valuable contracted prize (the Grand Prize Showhome). Winning tickets for all draws will be re-entered for all remaining draws and therefore a ticket purchaser or holder could possibly win more than one prize.

****Draw Scenario 3*

In the event that tickets remain for sale after the Early Bird Deadline of midnight April 12, 2019, then only the Early Bird draw would be made on April 24, 2019, at noon Mountain Time at the Hyatt Regency Aurora-Denver Conference Center, 13200 E. 14th Pl., Aurora, CO. The winning ticket of the Early Bird draw will be reentered for all remaining draws.

The final deadline for ticket sales is midnight Mountain Time, May 3, 2019. The remaining draws would then be conducted starting with the lowest valued prize and ending with the most valuable prize on May 16, 2019 at noon Mountain Time at the Grand Prize Showhome located at 5162 Mount Glennon Way, Morrison, CO 80465.

The Games Manager will conduct all prize draws. All prizes will be drawn randomly in a manner licensed by the Colorado Secretary of State. All prize draws are open to the public. Members of the public are required to arrive 5 minutes before the commencement of all draws. Purchasers are not required to be present during any draws in order to win prizes. Winning tickets for all draws will be reentered for all remaining draws and therefore a ticket purchaser or holder could possibly win more than one prize.

Foundation Board, with the approval of the Colorado Secretary of State in accordance to Applicable Law, may postpone, alter or cancel a drawing.

Prize Information

A total of 8,080 prizes, as described on MightyMillionsRaffle.com, will be awarded, with a total value of \$4,602,252.60. A complete list of prizes is available at MightyMillionsRaffle.com. Prizes may not be awarded exactly as illustrated in promotional materials due to circumstances outside the reasonable control of Foundation Board or its third-party prize providers but will be of equivalent quality and value.

Foundation Board may add suitable alternatives to any prize at any time with the approval of the Colorado Secretary of State in accordance with Applicable Law, and the winning holder may choose between such

suitable alternative and the original prize, as advertised. Foundation Board may, subject to approval of the Colorado Secretary of State and notification of all past and future ticket purchasers or holders, add prizes and drawings at any time. This specific notification to any ticket purchaser will be by email if an email address is provided at the time of purchase or, if not, by U.S. Mail.

Bonus Cash amounts as shown are estimates based on the contracted value of the prizes. Actual Bonus Cash amounts will be calculated at the time prizes are awarded.

Prize Claim

All prizes must be accepted as awarded, unless otherwise stated in the Rules or as deemed necessary by Foundation Board and upon approval of the Colorado Secretary of State. All prize winners must be eligible holders under the Rules and Applicable Law. If a prize winner is found not to comply with the Rules or Applicable Law, then the corresponding prize may be forfeited and retained by Foundation Board.

Each prize will be awarded to the individual named on the winning ticket. Initial prize notification letters will be promptly sent to all prize winners by U.S. Mail or by email to the address shown in the Raffle database, as provided by the purchaser. Prize draw results will also be posted at MightyMillionsRaffle.com.

Winners who have not claimed their prize within 20 calendar days of the applicable drawing date will be notified by U.S. Postal Service Certified Mail, return receipt requested. The notice will include information regarding the prize won, a contact person's email and how the winner may claim the prize. If a winner fails to claim a prize within 30 calendar days of receiving the mail notification, Foundation Board may retain the prize.

A prize will not be awarded if either the purchaser or the holder is ineligible to purchase or hold the ticket under the Rules or if they provided false or misleading information in connection with the ticket's purchase. In this event, no additional drawing will be held and Foundation Board will retain the prize won with the ticket.

The Grand Prize Showhome must be accepted in "as is" condition without warranty of any kind, express or implied. Please refer to the "Tax Information" section below for additional information. The Grand Prize Showhome is fully furnished and may include custom upgrades and other unique features. The full retail replacement value of all these features, including appliances and finishes, flooring, and landscaping may fluctuate. The Grand Prize Showhome's real estate value is calculated based on contracted purchase price and includes: land purchase price, value of home construction, materials, labor, permits, all applicable taxes, cost of site preparation, carrying costs, furnishings, decorating and landscaping. Due to residential real estate market fluctuations, the market value of the real estate Grand Prize Showhome may rise or diminish over time. Winner or Foundation Board is not entitled to the difference, if any, between the stated contracted purchase price and actual market value at the time the Grand Prize Showhome is awarded. Although Foundation Board will be responsible for the payment of certain costs related to the transfer of title of the Grand Prize Showhome, including recording fees, transfer taxes (if any), title company fees, and standard title insurance; the prize winner of the Grand Prize Showhome will be solely responsible for expenses arising after transfer of title is complete, such as expenses associated with homeowner's insurance, property taxes, utilities, upkeep expenses and other expenses that arises out of home ownership.

Vehicle prizes, as described at MightyMillionsRaffle.com, must be accepted in "as is" condition without warranty of any kind, express or implied. Except as provided in the "Tax Information" section below, the holder of the winning ticket is responsible for any and all costs, taxes and fees associated with the vehicle, as well as auto insurance (proof of which must be shown prior to delivery) and any options added to the vehicle by the winner. All vehicles are subject to availability at the automobile dealer selected by Foundation Board

and may be substituted with a comparable vehicle by Foundation Board. Please refer to the “Tax Information” section below for additional information.

Vacation prizes, as described at MightyMillionsRaffle.com, must be accepted “as is” without warranty of any kind, express or implied. Vacations will be awarded as a travel credit. Travel is round trip from Denver, Colorado, and the travel credit prior to booking is transferrable, subject to applicable third-party restrictions. The holder is required to claim or make travel arrangements with the travel company selected by Foundation Board, subject to all applicable requirements and restrictions, including, but not limited to, restrictions on travel dates, age of travelers, liability waivers, documentation, reservation and confirmation procedures within 30 days of draw date. In the event that a prize vacation is unavailable at the time of the applicable draw/s, the prize winner will be awarded a travel credit equal to the advertised cost of the vacation prize from the Raffle travel supplier. Prize vacation winners must redeem and take their vacation within one year of the draw date, or risk forfeiting their vacation prize. Airfares, hotels and cruise rates are subject to availability at time of booking.

The winner of the “Paradise Getaway” (part of the Porsche + Paradise Early Bird Prize) will receive a trip for two (2) to The Brando Resort plus Bonus Cash. Alternatively, the winner of the Paradise Getaway will have the option to select a \$45,763.88 cash prize in place of the vacation.

All merchandise prizes, as described at MightyMillionsRaffle.com, must be accepted “as is” without warranty of any kind, express or implied. Merchandise prizes may be substituted, at the discretion of Foundation Board, for product makes/models of equal or greater value at the time prizes are awarded, or with a cash alternative if a suitable product cannot be made available.

Foundation Board shall have no obligation to any prize winner to provide or enforce any warranty or other right offered by any third-party provider of any prize. Any such warranty that may be provided by any third-party provider of any prize will be between the prize winner and such third-party provider of any prize.

FOUNDATION BOARD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRIZES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

100 Days of Winning Cash Calendar Add-On

Ticket prices are 1 for \$25, 3 for \$50 and 6 for \$75.

100 Days of Winning Cash Calendar Add-Ons may be purchased only in conjunction with a Mighty Millions Raffle ticket. Cash Calendar Add-On orders will not be accepted after an original Mighty Millions Raffle ticket purchase. There are 100 prizes of \$2,000 in the 100 Days of Winning Cash Calendar, with a combined prize value of \$200,000. Draws for the 100 Days of Winning Cash Calendar Add-On will take place on either April 24, 2019, or May 16, 2019, based on the applicable Mighty Millions Raffle draw scenario (see draw information). 100 Days of Winning Cash Calendar Add-On winners will be posted daily at MightyMillionsRaffle.com from June 1, 2019 to September 8, 2019.

Tax Information

Raffle ticket purchases are not tax-deductible for income tax purposes. However, a winner may deduct the cost of a winning ticket from the value of the prize awarded in determining the amount to include in taxable gross income with respect to the prize. Winners should consult a tax advisor for guidance.

Raffle prize winnings are considered income and are generally subject to federal and state income taxes and may be subject to state and local sales or use taxes. Upon request, a winner must provide Foundation Board

with all necessary tax information (including a correct taxpayer identification number, such as a Social Security number) prescribed by law to receive a Raffle prize.

If the value of a prize, less the cost of the ticket, is more than \$5,000, Foundation Board will withhold and remit applicable federal and state income taxes. Such withholding will be first from the cash portion (if any) of a prize. If the cash portion of a prize is not sufficient to satisfy the applicable withholding requirements, the winner must satisfy the withholding requirement by tendering sufficient additional funds to Foundation Board. No prize will be awarded unless the applicable withholding requirements have been fully satisfied.

Foundation Board will provide an IRS Form W-2G to the Internal Revenue Service on behalf of the winner and to the prize winner in each case that the value of the prize, less the cost of the ticket, is \$600 or more and the value of the prize is at least 300 times the cost of the ticket, and otherwise comply with all applicable reporting obligations.

Vehicle prizes will be awarded with all applicable sales taxes required to be paid to register the vehicle in Colorado paid by Foundation Board. Each vehicle winner is solely responsible for all other costs associated with the vehicle including, without limitation, any license, title, or registration fees imposed on the vehicle, and must provide proof of auto insurance (the cost of which is the sole responsibility of the winner) and pay any applicable pickup or delivery costs.

Except as described above with respect to vehicle prizes, each winner is solely responsible for any and all state and local sales or use taxes imposed with respect to the award of a prize.

Final Records

In the event of a dispute regarding ticket information, the official records of Foundation Board held in the Raffle database shall be deemed correct and final.

Privacy Commitment

Children's Hospital Colorado Foundation respects your privacy. Children's Hospital Colorado Foundation will use personal information provided by you to fulfill raffle ticket orders, provide information on our future raffles, contact prize winners and publicize the names of prize winners online. We do not rent, sell or trade our contact lists or purchasers list, but we may solicit charitable donations from raffle buyers. If you would like to opt-out of raffle marketing communications from us or do not want your information published, please email office@mightymillionsraffle.com.

Limitation of Liability

Ticket purchasers and holders expressly acknowledge that they release Foundation Board of Trustees, Children's Hospital Colorado Board of Directors, officers, employees, agents or representatives or others in any related companies, affiliates of otherwise connected entities from all forms of liability with respect to the Raffle, including, but not limited to, any injuries, losses or damages of any kind arising in connection with the Raffle and/or a person's failure to win a prize or a person's award, acceptance or use of any prize. Each ticket purchaser and holder also represent and warrants that he or she has read and understands these Rules and agrees to be bound by these Rules and Foundation Board's decisions, which it will accept as final. As a condition to receipt of any prize, the holder of a winning ticket agrees to sign and deliver to Foundation Board, if requested by Foundation Board in its sole and absolute discretion, a written release and prize claim form provided and drafted by Foundation Board that includes, but is not limited to, his or her Social Security number, proof that the purchaser was an eligible purchaser and the holder an eligible holder, an affidavit regarding compliance with the Rules and a publicity release, all as determined necessary in the sole and absolute discretion of Foundation Board.

A TICKET PURCHASER'S OR HOLDER'S SOLE AND EXCLUSIVE REMEDY FOR FOUNDATION BOARD'S BREACH SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER RAFFLE TICKET(S).

Arbitration

In the event of any dispute regarding the conduct of this Raffle or the award of prizes thereunder, Foundation Board and all ticket purchasers and holders agree that the question in dispute shall be submitted for final and binding arbitration in Denver, Colorado. The single arbitrator shall be an experienced commercial arbitrator selected as follows: (1) upon declaration by one of the parties hereto that a deadlock exists, the parties shall mutually select a single arbitrator; (2) if no appointment is made within 30 days after the deadlock is declared and the amount in contest is in excess of \$200, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association; or (3) if no appointment is made within 30 days after the deadlock is declared and the amount in question is \$200 or less, Foundation Board shall select an independent third party to be the single arbitrator.

The single arbitrator will submit a decision within 30 days after appointment or as soon as reasonably feasible and such decision shall be binding on the parties hereto. Arbitration expenses, including the fees of the arbitrator, cost of any record or transcript of the arbitration, administrative fees and other fees and costs will be borne equally by the parties. All other expenses (legal, incidental, etc.) shall be borne by the losing party or, if both parties prevail, be apportioned by the arbitrator to each party. Arbitration proceedings will be governed by the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect.

Contact Information

For more Raffle information, please visit MightyMillionsRaffle.com or call 844-514-2126 or email office@mightymillionsraffle.com.