

By participating, entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which shall be binding and final as to all matters related to the Nebraska State Fair 1868 Foundation sponsored raffle for a vehicle as described below (the "Raffle"). The Raffle is subject to all applicable federal, state and local laws.

**SPONSOR:** Nebraska State Fair 1868 Foundation, 610 J Street, Ste. 310, Lincoln, Nebraska 68508 ("Sponsor").

**NET PROCEEDS:** All net proceeds of the Raffle will benefit Sponsor, a 501(c) (3) charity, and the programs that Sponsor supports.

**ELIGIBILITY TO ENTER:** During the Entry Period specified below, Raffle tickets may be purchased in accordance with these Official Rules either on the Internet, by following the instructions at [www.1868foundation.org](http://www.1868foundation.org). Raffle tickets may be purchased ONLY BY PERSONS WHO ARE 18 YEARS OF AGE OR OLDER. Internet sales of Raffle tickets are open ONLY TO LEGAL RESIDENTS OF NEBRASKA. This Raffle is VOID OUTSIDE NEBRASKA AND WHEREVER PROHIBITED BY LAW.

The following persons are NOT ELIGIBLE to participate in the Raffle or to win any Prize: Employees, officers and directors of the Nebraska State Fair 1868 Foundation.

**PURCHASING RAFFLE ENTRIES:** Raffle tickets may be purchased in the price increments of one (1) ticket for twenty-five dollars (\$25.00), from 10:00 a.m. Central Time ("CT") on July 21, 2023 ("Start Date"), through 11:59 p.m. CT on September 3, 2023.

**There are two ways to purchase Raffle tickets (each ticket, an "Entry") during the Entry Period:**

(1) on or after Start Date through the End Date, on the Internet, by visiting [www.1868foundation.org](http://www.1868foundation.org) and following the directions to purchase a ticket. Credit cards must be used to pay for online ticket purchases and residency status within the State of Nebraska for eligibility purposes will be determined by the address assigned to such credit card.

OR-

(2) during the entire Entry Period tickets may be purchased at the Nebraska State Fair, wherever QR Codes are present.

Sale of Raffle Tickets through the internet or in person may be suspended or stopped at any time at the sole discretion of Sponsor.

The Internal Revenue Service takes the position that no portion of the Raffle ticket price will qualify as a charitable contribution for federal income tax purposes.

**TICKETS PURCHASED ONLINE AT [WWW.1868FOUNDATION.ORG](http://WWW.1868FOUNDATION.ORG):**

Tickets purchased online at [www.1868foundation.org](http://www.1868foundation.org) may not be given away or otherwise

transferred. To be valid, an Entry purchased on the Internet must be downloaded from the website at [www.1868foundation.org](http://www.1868foundation.org) and printed by the entrant at the time of purchase. The purchaser of the online Raffle tickets, as determined by credit card purchase records, will be considered the lawful owner of the online raffle ticket. Purchasers of Raffle tickets on [www.1868foundation.org](http://www.1868foundation.org) may not re-sell their Raffle tickets to other parties and may not knowingly give such Raffle tickets away to others for the purpose of allowing those other parties to re-sell such Raffle tickets. All Raffle tickets which have been resold in violation of these Official Rules may be voided at the discretion of Sponsor. All individuals who re-sell Raffle tickets in violation of these Official Rules may be ineligible to participate in the Raffle or to win any Prize at the discretion of Sponsor.

**VALIDITY AND ELIGIBILITY OF ENTRIES:** Sponsor shall be the sole judge of the validity and eligibility of all Entries. Entries generated by script, macro or other automated or mechanical means are void. Entries which have been or appear to be tampered with are void. All Entry purchases shall be final, and no refunds or replacements will be issued by Sponsor. All Raffle Entries must be purchased no later than 11:59 p.m. CT on the End Date, at [www.1868foundation.org](http://www.1868foundation.org).

**DRAWINGS FROM ENTRIES:** On the date set forth in the prize Section below ("Drawing Date"), Sponsor shall conduct a random drawing ("Drawing") to randomly select one (1) grand prize winner from among all eligible Entries received as of 11:59 p.m. CT on the applicable End Date. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the official winner ("Official Winner" or "Winner") of the Grand Prize (defined below). Odds of winning depend on the total number of eligible Entries received.

The Drawing will be held at the Nebraska State Fair on the applicable Drawing Date after 9:00 a.m. CT. The winning ticket number will be displayed on [www.1868foundation.org](http://www.1868foundation.org) as soon as practical after the Drawing Date. In addition, from 7:00 p.m. CT through 11:59 p.m. CT on the Drawing Date. Individuals may contact the 1868 Foundation by email at [1868foundation\\_assistant.org](mailto:1868foundation_assistant.org) to enquire about the Grand Prize Winner.

**PRIZE:** One (1) grand prize (the "Grand Prize") will be awarded at the sole discretion of Sponsor as follows:

- **Drawing Date:** 9/4/2023
- **Prize Awarded:** One (1) Grand Prize
- **Prize:** ("Prize Vehicle")
- **Prize Details:** One (1) Official Winner will receive one 2023 Chevy Silverado 1500 Crew RST 4WD and four (4) tickets for Official Winner and three (3) guests to attend the Grand Prize Presentation Ceremony on Monday, September 4<sup>th</sup> at 2:30pm at the

Nebraska State Fair. The specific vehicle awarded to the Winner will be determined by Sponsor in its sole discretion.

- **Approximate Retail Value:** \$66,385.

The Grand Prize is awarded "AS IS," and Sponsor and the Released Parties (defined herein) expressly disclaim any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to the Prize in any way. The winner may not substitute, assign or transfer the Prize or redeem the Prize for cash. The winner will be responsible for all applicable federal, state and local income taxes.

Prize Vehicle Details: The depiction of the Prize Vehicle in any advertising or promotional materials may not reflect the actual Prize Vehicle delivered to the Grand Prize winner. Sponsor will determine all features of Prize Vehicle, including, but not limited to, color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by Grand Prize winner. Grand Prize winner must be a U.S. licensed driver and will be required to provide proof of valid U.S. driver's license and legally required insurance at time of delivery (or an alternative winner shall be selected if applicable and the original Grand Prize winner's rights to the Prize Vehicle shall be automatically forfeited). The Grand Prize winner is responsible for title, applicable taxes, license, registration, dealer preparation costs, auto insurance and other fees associated with Prize Vehicle. Sponsor and the Released Parties shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Prize Vehicle provided pursuant to the Sweepstakes and/or any person's participation in the Raffle; provided, however, that Sponsor shall be solely responsible for any express-written limited warranties specifically set forth in the applicable Owner's Guide for the Prize Vehicle. The winner must take delivery of the Prize Vehicle from the automobile dealership designated by Sponsor. The Released Parties shall not be responsible for delays in delivery of the Prize Vehicle, and delivery is subject to availability. The Grand Prize winner shall bear all risk of loss or damage to the Prize Vehicle after it has been delivered to the specified delivery site. The Grand Prize winner must personally retrieve the Prize Vehicle within thirty (30) days of written notification of delivery. EXCEPT AS STATED IN THE MANUFACTURER'S LIMITED WARRANTY FOR THE VEHICLE, THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OR ENJOYMENT OF THE VEHICLE, INCLUDING, WITHOUT LIMITATION, THEIR QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Grand Prize winner acknowledges and agrees that installations or alterations to the vehicle's original equipment or chassis as distributed by the manufacturer may void the manufacturer New Vehicle Limited Warranty.

**NOTIFICATION OF POTENTIAL WINNER:** Owners of eligible Entries need not be present in person on the Drawing Date to win. Sponsor will endeavor to contact the purchaser-of-record of the winning Entry ("Potential Winner") by mail, phone or email immediately after the Drawing, to notify such person that he/she is the Potential Winner, but only if and to the extent that Sponsor can successfully identify and contact such Potential Winner based on the identifying and contact information supplied by the purchasers of the Entry in question.

WHETHER OR NOT CONTACTED BY SPONSOR, POTENTIAL WINNER MUST CONTACT SPONSOR TO CLAIM HIS/HER PRIZE NO LATER THAN 11:59 P.M. CT SEVEN (7) BUSINESS DAYS AFTER THE APPLICABLE DRAWING DATE. the owner of the winning Raffle ticket will have until SEPTEMBER 13, 2023 to claim his/her Grand Prize) BY APPEARING IN PERSON AT NEBRASKA STATE FAIR'S OFFICES AT 501 EAST FONNER PARK ROAD, STE. 200, GRAND ISLAND, NEBRASKA, 68801 OR BY SENDING AN EMAIL CONTAINING THAT POTENTIAL WINNER'S CONTACT INFORMATION TO [LKOEPEKE@STATEFAIR.ORG](mailto:LKOEPEKE@STATEFAIR.ORG) SO THAT SPONSOR MAY INSPECT AND VERIFY CLAIMANT'S RAFFLE TICKET. If the Prize/Grand Prize is not claimed by 2:30 p.m. CT on the seventh (7th) business day following the applicable new Drawing Date, the procedures in the preceding sentence will be repeated until an eligible entrant properly claims the Prize in the proper manner and within the proper time constraints.

**DETERMINATION OF OFFICIAL WINNER:** Sponsor shall have the sole discretion to determine whether the Potential Winner is the Official Winner. Sponsor's decision concerning the identity of an Official Winner shall be final and binding. To become an Official Winner; (1) a Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined in Sponsor's sole judgment; (2) that Potential Winner must contact Sponsor, or be contacted by Sponsor, by the deadline specified above under "NOTIFICATION OF POTENTIAL WINNER"; (3) that Potential Winner's winning Entry must be inspected and verified by Sponsor and, if such Potential Winner's raffle ticket was purchased in person at Guaranteed Rate Field, Potential Winner must present the winning ticket; (4) that Potential Winner must execute and return to Sponsor an affidavit of eligibility on a form to be provided by Sponsor; and (5) that Potential Winner must provide Sponsor with all tax identification information required by federal, state or local law and, where applicable, provide Sponsor with payment for any required withholding taxes due prior to that Potential Winner's receipt of the Prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if Sponsor is unable for any reason to identify the holder of a winning Raffle ticket or to contact a Potential Winner, then that Potential Winner's Prize will be deemed forfeited and, at Sponsor's sole discretion, an alternate Potential Winner of that Prize will be selected, through another random drawing from among all remaining eligible Entries received as of the applicable Drawing Date Deadline in accordance with the procedures noted in "Notification of Potential Winner" above.

Sponsor shall use the following rules to determine the identity of any Potential Winner and of the Official Winner: (1) in the case of a Raffle ticket that was purchased at [www.1868foundation.org](http://www.1868foundation.org), Sponsor shall conclusively presume that the purchaser of that ticket, as determined by debit-card purchase records, is the lawful owner of that Raffle ticket and such purchaser resides at the billing address of record, and (2) in the case of a Raffle ticket that was purchased at the Nebraska State Fair, Sponsor shall conclusively presume that the person who is in possession of that Raffle ticket is the lawful owner of that Raffle ticket and Sponsor shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers,

then the person who has record of the earliest ticket purchase shall be deemed to hold the winning Entry.

**AWARD OF GRAND PRIZE TO OFFICIAL WINNER:** The Grand Prize will be awarded to the applicable Official Winner and presented to the applicable Official Winner at Nebraska State Fair prior to a to-be-determined (by Sponsor at its sole discretion) date. Such Official Winner must accept his/her Grand Prize in person, unless Sponsor approves, in its sole discretion, other arrangements for the delivery of the Grand Prize to that Official Winner. The value of the Grand Prize is \$66,385. The Official Winner shall be solely responsible for their own transportation and other travel costs and lodging associated with their attendance at the presentation of the Grand Prize or for the picking up of their Prize from the Nebraska State Fair, as applicable.

**TAXES:** All federal and state income taxes are the sole responsibility of the Official Winner. No taxes will be charged to the Official Winner.

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for (1) Entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries, payments for Entries or any other Raffle-related communications which are lost, late, incomplete, inaccurate, delayed, misdirected, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website, Internet connection, computer, telephone, cable or satellite modem or connection, hand-held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server, ISP or any equipment or programming used in or associated with the Raffle; (4) the inability of a purchaser or prospective purchaser of an Entry to connect or stay connected to the Internet, to log on to any website, or to participate in or complete any online communication or activity related to the Raffle; (5) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, as described in clauses (1) through (5), "Errors"), including without limitation, Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winner, determining Official Winner, or announcing or delivering the Prize; or (6) any injury or damage to any person's computer or mobile device equipment related to or resulting from participation in this Raffle, the use of any website associated with the Raffle, or the downloading of any materials from such website(s). Anyone who tampers with or abuses any aspect of the Raffle or associated website, as determined in Sponsor's sole judgment, will be disqualified from participation in the Raffle and if applicable, will be deemed to have forfeited all claims to any Prize. If any portion of the Raffle is compromised, in Sponsor's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor's sole judgment, corrupt or impair the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of Entries (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select the Potential Winner

from among all eligible, non-suspect Entries received before the known occurrence or discovery of such Compromising Event.

As a condition of entering this Raffle, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Raffle, or the Prize awarded (each, a "Claim"), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party; and (ii) under no circumstance 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.

**RELEASE OF LIABILITY:** Entrants, by participating in the Raffle, agree that the Nebraska State Fair 1868 Foundation, affiliates, subsidiaries, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for injuries, losses, costs, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle or the acceptance, possession, misuse or use of any Entry or Prize.

**PUBLICITY RELEASE:** The Official Winner, by accepting his/her Prize, grants Sponsor and Sponsor's designees and affiliates, full permission, except where legally prohibited, to use that Official Winner's name, address (city and state only), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

**COPYRIGHT:** Sponsor copyrights all Raffle materials, and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

**GOVERNING LAW; SEVERABILITY:** The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Nebraska. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.