OFFICIAL RULES

The Joshua M. Freeman Foundation (JMFF) Freeman Arts Pavilion Backstage Pass Party Raffle (the "Raffle") is subject to the following rules:

- 1. Each ticket order is one (1) entry for a chance to win the Raffle. Each ticket buyer is limited to one (1) raffle entry regardless of number of ticket orders completed.
- 2. DEADLINES: The Raffle starts at 10:00AM on Thursday, January 18, 2024, and ends at 11:59 PM on Thursday, February 8, 2024 ("Sweepstakes Period"). All entries must be made no later than 11:59 PM on Thursday, February 8, 2024.
- 3. ELIGIBILITY REQUIREMENTS: The Raffle is open to all legal residents of the United States, and the District of Columbia aged 18 years of age or older at the time of entry who purchase a ticket to the 2024 Backstage Pass Party. Employees, affiliates, subsidiaries, agents, and distributors of JMFF and/or their immediate family members or members of their households are not eligible to participate. All entrants must have a valid email address. JMFF may require proof of identity. By participating in this Raffle, entrants agree to be bound by these Official Rules. Neither JMFF nor any of its officers, directors, employees, agents or representatives are responsible for lost, late, stolen, incomplete, misdirected or illegible entries. JMFF reserves the right to disqualify any individual whom it determines and/or deems to be tampering with or improperly affecting the entry process or the operation of the Raffle. Non-compliance with any rule, requirement or mandatory procedure herein may, at the sole discretion of JMFF, result in disqualification. JMFF reserves the right to cancel, terminate or suspend the Raffle in its sole discretion as it may deem appropriate. JMFF also reserves the right in its sole discretion to conduct a random drawing at any time to select a winner using all eligible and valid entries received as of the date of the random drawing.
- 4. HOW TO PARTICIPATE: To enter this Raffle and become eligible for the prize, entrants must purchase a ticket to the 2024 Backstage Pass Party.

5. ENTRY FREQUENCY:

All purchasers: One entry per person.

PRIZE DRAWING: One prize is available to win. Winner will be selected in a random drawing as follows:

Drawing of prizes will take place by 4:00PM, Friday, February 9,2024.

The winner will be notified by email (which must be provided during the registration process), at JMFF's discretion. The prize may be claimed by, and will be awarded only to, the individual identified on the entry form. The winner will be required to complete and return a release and consent to use winner's name and likeness without further compensation, except as prohibited by law. The award of the prize is conditioned upon the winner's acceptance of the terms in the foregoing release. Such release must be received within five (5) business days of notification. Any selected entrant who cannot be contacted (or who fails to respond to any email sent to such selected entrant) within three (3) days of the first attempt to contact such selected entrant, or who does not accept the prize, or who does not submit the required release in a timely manner, may

be declared ineligible, and the JMFF reserves the right, in such event, in its sole discretion, to select an alternate winner at random from among all remaining eligible entrants.

6. PRIZE DESCRIPTION: (Prizes are subject to availability. No cash value. Non-transferable). One (1) overnight stay at the Hyatt Place Dewey Beach Hotel, located at 1301 Coastal Highway, Dewey Beach, DE 19971, on Friday, April 19, 2024 to Saturday, April 20, 2024. Date is not negotiable or transferable.

Any stated difference between the ARV and the actual value of the Prize, or any substituted prize, will not be awarded. The prize consists of only the items specifically listed in these Official Rules and any other expenses not specified herein as being awarded are the sole responsibility of the winner. Winner is responsible for any hotel fees incurred outside of the room rates and taxes. The odds of winning the prize depend on the number of eligible entries received. The prize may not be sold for cash or other remuneration.

- 7. PRIZE ACCEPTANCE: The prize holds no cash value and cannot be substituted, exchanged or transferred for any other prize or award. Limit one prize per winner. All applicable federal, state and local taxes or expenses other than those expressly set out in these Official Rules are the sole responsibility of the Winner. Winner is responsible for determining if they may accept the prize. JMFF agrees to abide by any corporate policy with respect to the awarding of prizes to employees of its customers, and will not intervene in this decision, and reserves the right to select another eligible entrant if the Winner cannot accept the prize offered. No substitution or cash redemption is allowed except by JMFF, who reserves the right to substitute a prize of equal or greater value. All prize details are at the sole discretion of JMFF. The return of any prize or prize notification as undeliverable or a determination that a winner was ineligible to win will result in forfeiture of the prize and selection of an alternate eligible entrant. JMFF reserves the right to terminate, withdraw, or amend the Raffle for any reason without notice, including, without limitation, voiding any entries of issue and/or terminating the Raffle if JMFF suspects that tampering has occurred.
- 8. CONDITIONS OF PARTICIPATION: By participating in the Raffle, all entrants agree (a) to release, indemnify and hold harmless JMFF, and its respective affiliates, subsidiaries, advertising and promotional agencies and each of their respective employees, officers, directors, and agents ("Indemnified Parties") from and against any and all losses, damages, injuries, claims, suits and causes of action related to or arising out of the use of prize or participation in this Raffle or any Raffle activity. The Indemnified Parties are not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Raffle or in the announcement of the prize. Except as prohibited by law, each participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Raffle or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Delaware; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits (collectively, "Special Damages") may be awarded; and (4) participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

The Raffle is subject to any requirements, revisions and/or limitations imposed by applicable federal, state or local law. Void where prohibited.

- 9. WINNER: Winner will be announced via email at the discretion of JMFF.
- 10. The Raffle hosted by JMFF is in no way sponsored, endorsed, administered by, or associated with Facebook (Meta). Entrant understands that they are providing their information to JMFF and not to Facebook (Meta). By participating in this promotion, the entrant agrees to a complete release of Facebook (Meta) from any claims.