

The TUFF Freedom Bike Raffle Official Rules and Regulations

Official Rules: Texans United for Freedom, (“TUFF”), a tax exempt organization under Section 501(c)3 of the Internal Revenue Code, is conducting the TUFF Freedom Bike Raffle, (the “Raffle”). The Rules and Regulations of the raffle are set forth below. By entering the Raffle, Entrants expressly agree to be fully and unconditionally bound by these Official Rules. Entrants also expressly agree to be bound by TUFF’s decisions regarding the Raffle and waive any right to claim ambiguity in the Raffle. TUFF’s interpretation and application of these Official Rules and all decisions shall be final.

BY ENTERING THIS RAFFLE, EACH PARTICIPANT RELEASES TUFF, ITS DIRECTORS, OFFICERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, OR DAMAGES OF ANY KIND CAUSED BY PARTICIPATING IN THE RAFFLE OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE, AND WINNER AGREES TO INDEMNIFY AND HOLD TUFF HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF PARTICIPATING IN THE RAFFLE OR THE WINNER’S ACCEPTANCE OR USE OF ANY PRIZE.

Eligibility: The Raffle is open to all U.S. Citizens and legal U.S. residents who are at least 18 years of age at the time of entry, and are either a resident of Texas or purchase the ticket in person in Texas.

How to Enter: Eligible entrants may purchase one or multiple raffle tickets from a TUFF Board Member, authorized committee member or one of its approved ticket locations, beginning on March 1st, 2018. Eligible entrants may continue to purchase tickets until raffle tickets are sold out or until 4 p.m. CST on November 10, 2018. Entrant must complete and submit the official raffle ticket along with cash, check or credit card payment at time of entry.

Cost: The purchase price of a single raffle ticket is \$20.00 or 6 for \$100.00. Checks should be made payable to TUFF. If the bank dishonors an entrant’s check or credit card, the entry ticket will be declared invalid unless full payment is received by TUFF prior to November 10, 2018. No refunds will be made. The purchase of this raffle ticket comes with no guarantee to win any prize.

Winning Odds: Odds of winning are dependent upon the number of raffle tickets purchased.

Drawing: The Winner will be selected by random drawing of eligible entrants on November 10, 2018 at the Cooking4Courage BBQ Cook-off Event. Raffle entrants need not be present at the drawing to win.

Extension of Raffle: At TUFF’s sole discretion and option, the date for the Prize drawing may be extended by no more than thirty days.

Prize: The Raffle prize is a Custom Harley-Davidson ’98 FLHR Road King, signed by U.S. Navy SEAL Marcus Luttrell. No substitution or transfer of prize is permitted by the Winner, and prize cannot be redeemed for any cash value.

The Prize winner shall assume all fees, local, state, and federal taxes. TUFF takes no responsibility for any tax liabilities or costs. Consult your tax advisor. This offer is void where prohibited by law, and all federal, state, and local laws and regulations apply.

Winner Notification: Entrants need not be present at the drawing to be chosen. TUFF will attempt to contact the person listed on the chosen raffle ticket at the drawing by phone or e-mail within 48 hours of the drawing. TUFF’s ability to contact the Potential Winner may be affected by the contact information provided by the Potential Winner in question.

If the winner cannot be located; or fails to respond to attempts at contact or to claim the prize within 30 days of the drawing; or fails to provide all information requested to be eligible to win, including proof of age, proof of identity, or fails to remit any and all taxes due, the winner will be deemed to have forfeited the Prize and

another ticket will be drawn within 30 days to select a new winner. No further tickets will be sold prior to any additional drawing.

General Terms and Conditions: 1. The winner must execute and provide to TUFF: (1) an Affidavit of Eligibility, attesting to the winner's eligibility and compliance with the Official Rules; (2) a Liability Release, releasing TUFF and all affiliates from any liability arising out of the Raffle; and (3) a Publicity Release, allowing TUFF to use the winner's name for advertising and publicity purposes. The winner also will be required to provide any other information needed by TUFF to comply with applicable laws and regulations, including those relating to the payment of income taxes. By accepting a prize, the winner grants TUFF permission for the use of his/her name, likeness and biographical information for advertising and promotional purposes without additional compensation, except where prohibited by law. 2. TUFF reserves the right, exercisable upon its sole discretion, to disqualify any individual found to have (1) violated these Official Rules; (2) interfered with the entry process or the operation of the Raffle; (3) altered or attempted to alter the random outcome of the Raffle (4) violated any law or regulation by participating in the Raffle; or (4) fraudulently completed the entry form or provided other false information to TUFF. 3. IN NO EVENT WILL TUFF OR ITS BOARD OF TRUSTEES, AGENTS OR EMPLOYEES (COLLECTIVELY, "SPONSORS"), BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE RAFFLE AND TO THE PRIZE, THE SPONSORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 4. All taxes, fees, assessments, and like charges associated with the receipt or use of any of the prizes included in the raffle are the sole responsibility of the winner. There is no cash value available to the winner of the Prize.

The Motorcycle will be transferred to the Prize Winner "AS IS, WHERE IS, AND WITH ALL FAULTS". TUFF does not make or provide any representation, guarantee or warranty, expressed or implied, in connection with the Motorcycle and accepts no liability or responsibility regarding the construction or condition of the Motorcycle. No express warranties are given.

Amendment of the Rules: If, for any reason, the administration, security, fairness, or the integrity of the Raffle has been compromised, TUFF reserves the right, exercisable at its sole discretion, to cancel terminate, modify or suspend the Raffle. The Official Rules may be amended by TUFF at its sole discretion. Amendments will be posted on the Raffle Website.