

OFFICIAL RULES OF THE 2018 ST. MONICA DADS' CLUB AUCTION AND GALA NIGHT RAFFLE TICKET EVENT

By entering the St. Monica Dads' Club Auction and Gala Night Raffle Ticket Event (the "Raffle"), you consent to abide by and be bound by the Official Rules. Accordingly, you should read the Official Rules carefully before entering the Raffle.

ORGANIZATION CONDUCTING RAFFLE: The Raffle is being conducted by the ST. MONICA CATHOLIC SCHOOL DADS' CLUB (the "SMS Dads' Club"), which organization is solely responsible for the Raffle, the administration of the Official Rules, and the awarding of Grand Prize (the "Prize"), the Secondary Prize, and the Third Prize.

Board Members of the SMS Dads' Club, the Auction and Gala Night Chairman (the "Gala Chair"), and Gala Raffle Chairman ("Raffle Chair") (and their immediate family members) are not eligible to win. Board Members of the SMS Dads' Club, the Gala Chair, and Raffle Chair (and, their immediate family members) are not eligible to be named as the beneficiary of the winning raffle ticket.

Purchase one (1) or more raffle tickets during the Raffle and you'll be entered to win one (1) of three (3) prizes. The Grand Prize winner will select the Prize of their choice from among three (3) items as specified in the prize information, below. The Secondary Prize winner will be awarded a "Northpark Gold" gift card valued at Two-Thousand Five-Hundred and 00/100 Dollars (\$2,500). The Third Prize winner will be awarded a Visa Gift Card valued at One-Thousand and 00/100 Dollars. Raffle tickets are Ten and 00/100 Dollars (\$10.00) each and net proceeds attributable to the Raffle will be distributed at the discretion of the SMS Dads' Club to and for the benefit of the St. Monica Catholic School. Odds of winning are based on the number of ticket entries purchased. Raffle sales begin at 8:00 p.m. (CST) on February 10, 2018, and tickets will be sold up to and until the final drawing on the night of the St. Monica Catholic School Dads' Club Auction and Gala (the "Gala"), April 21, 2018, at The Bomb Factory, 2713 Canton Street, Dallas, Texas 75226.

HOW TO ENTER: An individual or entity has not officially entered the Raffle until your/its entry submission, *i.e. raffle ticket*, along with payment in full, has been completed and accepted by the SMS Dads' Club. Acceptance of the entry submission will be communicated to you by either (a) delivery of a ticket stub; or, (b) written confirmation correspondence from the SMS Dads' Club. If entry submission is accepted, then it will be deemed to have been accepted at the date and time on which the submission was received by the SMS Dads' Club, regardless of the actual date that the SMS Dads' Club notifies you of the acceptance of your entry submission. You may purchase and enter as many entry submissions as you wish; however, the entry requirements apply to each separate and distinct entry submission, and each entry submission must meet the entry requirements. There are three (3) ways to enter.

1. You may purchase your raffle ticket in person from an authorized volunteer of the SMS Dads' Club by completing the information requested on the raffle ticket, and returning the completed raffle ticket, along with payment in an amount equivalent to the value of your purchase, to one of the SMS Dads' Club volunteers present at the time of purchase.
2. Mail completed entry form to "SMS Dads' Club" c/o Saint Monica Catholic School, 4140 Walnut Hill Lane, Dallas, Texas 75229, with payment in an amount equivalent to the value of your purchase. Entry forms may be obtained at the school office or by downloading and printing the Raffle Entry Form at

<https://smsdadsclub.org>. Mailed entries must be received by the SMS Dads' Club no later than noon (12:00 p.m.) on Wednesday, April 18, 2018.

3. Email the SMS Dads' Club Raffle at *smsdadsclubraffle@gmail.com*. Provide your entry information (name, address, telephone, and email) and an authorized volunteer of the SMS Dads' Club will contact you for your entry fee.

ELIGIBILITY: To be eligible to enter the Raffle, you must comply with the Official Rules. Must be 18-years or older to enter. Contest void where prohibited. There is no limit to the number of tickets an individual may purchase, up to the maximum number of tickets available. Tickets must be filled out in the name of a single individual. You need not be present to win.

SELECTION AND NOTIFICATION OF WINNERS: The SMS Dads' Club will conduct the drawing for the Grand Prize, Secondary Prize, and the Third Prize during the Gala. Winners will be selected at random and announced at the Gala on Saturday, April 21, 2018. Winners will be notified by telephone, mail and/or email. Three (3) attempts will be made to notify the Winners from the information provided to us from the purchaser. If the Winner(s) is/are unable to be contacted or located after a period of forty-five (45) days from the date of the raffle drawing, the prize or its cash equivalent will be deemed to have been donated to the SMS Dads' Club for the benefit of St. Monica Catholic School.

PRIZE SELECTION: The Grand Prize Winner of the Raffle will choose one (1) of the following Prizes (the "Offered Prizes"). The SMS Dads' Club reserves the right to make substitutions depending on availability. No additional or alternative substitution by the Winner will be allowed. The Offered Prizes include:

1. The Grand Prize Winner may select a "Future Travel Voucher" in the amount of Fifteen-Thousand and 00/100 Dollars (\$15,000) to be expended at "All Seasons Travel International" 15301 N. Dallas Parkway, Addison, Texas 75001, (972) 392-9800, for the payment of ordinary and customary costs, expenses and fees associated with a "Trip of a Lifetime." The Future Travel Voucher must be redeemed at All Seasons Travel International and can only be used one (1) time, with no remaining value after its use. The Future Travel Voucher cannot be redeemed for cash or the monetary equivalent. It can only be used by the Grand Prize Winner it was issued to and is applied to airfare, vacation packages, ground transportation, bags, seats, and hotel accommodations, subject to availability. The Prize is not transferable. All Seasons Travel International shall have the exclusive right to select the airline(s) and flight times, ground transportation options, and hotel accommodations. The Future Travel Voucher must be booked within 90-days of any selected and available flight dates. Future Travel Voucher use is not restricted to certain classes of service; however, restrictions may apply during peak travel periods and to certain destinations. The "Trip of a Lifetime" must be completed by June 30, 2018, or Winner forfeits the Prize in its entirety. Approximate retail value of the "Trip of a Lifetime" prize is Fifteen-Thousand and 00/100 Dollars (\$15,000). Actual value may vary based on fluctuations of airfare and other individual components of travel packages. Winner will not receive the difference between the actual value and the approximate retail value.
2. The Grand Prize Winner may select a "Prepaid Tuition Contract" in the amount of Fifteen-Thousand and 00/100 Dollars (\$15,000) to fund all or part of a student recipient's education for one (1) year. The Prepaid Tuition Contract can only be used by the Winner to which it was issued. The Prepaid Tuition Contract will be paid directly to, and only to, an accredited educational institution. This does not guarantee acceptance or enrollment at any school. The

Prepaid Tuition Contract cannot be redeemed for cash or the monetary equivalent. The Prize is not transferable. The Prepaid Tuition Contract must be utilized by December 31, 2018, or Winner forfeits the remainder of the Prepaid Tuition Credit. There is no cash value to the Winner. Approximate retail value of the "Prepaid Tuition Contract" prize is Fifteen-Thousand and 00/100 Dollars (\$15,000). Winner will not receive the difference between the actual value and the approximate retail value. Winner will be solely responsible for all fees, and expenses associated with the tuition or part of the tuition at any educational institution in excess of the Prepaid Tuition Contract of Fifteen-Thousand and 00/100 Dollars (\$15,000) (if any).

3. The Grand Prize Winner may select a Visa® gift card (the "Substitute Cash Prize") containing a maximum value of Ten Thousand and 00/100 Dollars (\$10,000).

MODIFICATIONS OR CANCELLATION OF DRAWING: The SMS Dads' Club reserves the right to cancel or modify the Raffle. If 2,500 tickets are not sold by 5 p.m. on April 7, 2018, the SMS Dads' Club, at its option may cancel the Raffle. In such case ticket purchases will be refunded.

GENERAL CONDITIONS: By receipt of any prize, the Winner agrees to release and hold harmless the SMS Dads' Club, St. Monica Catholic School, their respective subsidiaries, advertising/promotion agencies, sponsors, and prize suppliers, and each such entity's officers, directors, employees, volunteers and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the raffle or receipt or use or misuse of any prize. The Winner of the Prize must execute and provide to the SMS Dads' Club: (a) an Affidavit of Eligibility, attesting to the Winner's eligibility and compliance with the Official Rules herein; (b) a Liability Release, releasing the Sponsors (as defined below) from any liability arising from the Raffle; and (c) a Publicity Release, allowing the SMS Dads' Club to utilize the Winner's name, likeness, voice and biographical information for publicity purposes. The Winner will also be required to provide any other information needed by the SMS Dads' Club in order to comply with applicable laws and regulations, including, but not limited to, those relating to the payment of federal, state and/or local income taxes. By accepting a prize, the Winner grants the SMS Dad's Club 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.

The SMS Dads' Club reserves the right, exercisable upon its sole discretion, to disqualify any individual or entity found to have (a) violated the Official Rules; (b) interfered with the entry process or the operation of the Raffle; (c) altered or attempted to alter the random outcome of the Raffle; (d) violated any law or regulation by participating in the Raffle; or, (e) fraudulently completed the entry form or provided false information to the SMS Dads' Club. If a Winner is found to be ineligible, such prize will be forfeited and an alternate Winner will be selected by random drawing.

IN NO EVENT SHALL THE SMS DADS' CLUB OR ITS BOARD MEMBERS, 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.

THE PRIZE MUST BE DESIGNATED BY THE WINNER ON OR BEFORE 11:59 P.M. LOCAL TIME ON MAY 8, 2018, UNLESS THE SMS DADS' CLUB PREVIOUSLY APPROVES AN ALTERNATE DATE, IN WRITING. IN THE EVENT THAT THE PRIZE WINNER WISHES TO SUBSTITUTE THE PRIZE WITH THE ABOVE-REFERENCED SUBSTITUTE PRIZE, THE WINNER MUST DECLARE SUCH INTENTION TO THE SMS DADS' CLUB BOARD IN WRITING ON OR BEFORE 11:59 P.M. LOCAL TIME ON MAY 8, 2018, UNLESS THE SMS DADS' CLUB APPROVES AN ALTERNATE DATE, IN WRITING.

The value of the Prize is based upon a good-faith estimate by the SMS Dads' Club as of the date the Raffle was commenced. The Sponsors and the SMS Dads' Club assume no responsibility for changes in market value and conditions that may impact the value of the Prize. There is no guarantee that the Winner will be able to sell the Prize for the estimated value or that the Internal Revenue Service, or its counterpart in any state or local jurisdiction, will accept the value of the Prize for purposes of determining any tax that may be owed and due by the Winner.

The Winner shall be responsible for any and all federal, state and local income or excise taxes, fees, assessments and like charges associated with the prize. The IRS requires that income tax withholding on prize values of \$5,000 or greater must be paid upon award and distribution. Government rules governing withholding can change without notice. The SMS Dads' Club will follow the rules in effect at the time the Prize is awarded. In addition, the Winner is responsible for any and all costs, fees and expenses with regard to transaction, including shipping, delivery or customs regulations. Please check with your qualified financial advisor for additional information.

The SMS Dads' Club is not responsible for any failure of communication or failure of the Internet or its website, and assumes no responsibility for lost, late, misdirected or undelivered entry submissions, or any error, delay causing loss, late, misdirected or undelivered entry submissions.

The Ticket price is non-refundable and is not tax deductible.

EXTENSION OF RAFFLE: At the sole discretion and option of the SMS Dads' Club, the date for the drawing may be extended, by no more than ninety (90) days.

AMENDMENT OF RULES: If, for any reason, the administration, security, fairness, or integrity of the Raffle has been compromised, the SMS Dads' Club reserves the right, exercisable at its sole discretion, to cancel, terminate, modify or suspend the Raffle. The Official Rules may be amended by the SMS Dads' Club in its sole discretion. Amendments will be posted on the SMS Dads' Club Website. Unless otherwise specified, any amendments will become effective at 12:01 a.m. local time on the day after they are posted on the SMS Dads' Club Website.

Any determination, interpretation, or decision made by the SMS Dad's Club with respect to the raffle or these terms and conditions shall be final, binding, and conclusive and not subject to review by any person or authority. Participation in the Raffle constitutes your consent and agreement to these terms and conditions.

DISPUTE RESOLUTION: Venue of any action brought concerning the Raffle shall be in Dallas County, Texas, and shall not be subject to transfer to another venue or locale for any reason. By entering the Raffle, you agree that you will not commence or participate in any class-action litigation, or join with any other person in a legal proceeding, concerning the Raffle. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and SMS Dads' Club in connection with the raffle, shall be governed by, and construed in accordance with,

the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas, or any other jurisdiction). Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this raffle, but in no event attorneys' fees or court costs; and, under no circumstances will raffle ticket purchasers be permitted to obtain awards for, and hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

Any issue, dispute, claim or controversy (collectively, a "Claim") between the SMS Dads' Club, the officers, directors, members, agents, legal counsel and/or advisors of the SMS Dads' Club, and an Entrant in the Raffle, arising out of or relating to the Raffle, shall be resolved as provided in this Section. A party alleging a Claim shall notify the party against whom the Claim is asserted in writing (the "Arbitration Notice") of its intention to have the Claim resolved by confidential and binding arbitration in Dallas County, Texas, governed by the laws of the State of Texas and in accordance with the Commercial Rules of Arbitration of the American Arbitration Association in effect at that time. Said notice shall be sent so that it is received by the other party no later than ten business days before the filing of said Arbitration Notice.

SMS Dads' Club
February 10, 2018