

THE PAIDEIA SCHOOL, INC.
2019 SUBARU CROSSTREK RAFFLE
OFFICIAL RULES

- 1. SPONSOR:** This 2019 Subaru Crosstrek Raffle (“Raffle”) is sponsored by The Paideia School, Inc., a non-profit educational corporation duly organized under the laws of the State of Georgia, with its principal place of business located at 1509 S. Ponce de Leon Avenue, Atlanta, Georgia 30307 (“Paideia”).
- 2. AGREEMENT TO RULES:** By purchasing a ticket for this Raffle (“Raffle Ticket”), each eligible Participant (“Participant”) represents that he or she meets all of the below-stated eligibility requirements and agrees to be bound by these Official Rules, by all applicable laws, ordinances, and regulations, and by the decisions of Paideia or its authorized representative(s) with respect to this Raffle, these Official Rules, and Paideia’s sole interpretation of these Official Rules, which shall be final. By entering this Raffle, Participant agrees to release Paideia and its parents, its subsidiaries, and related or affiliated entities, and its and their past, present, and/or future directors, administrators, officers, trustees, directors, employees, agents, attorneys, insurers, reinsurers, representatives, assigns, advertising and promotion agencies, and media, including social media (“Raffle Entities”), from any and all liability, loss, or damage arising out of Participant’s participation in this Raffle or with respect to the awarding, receipt, possession, use and/or misuse of the Prize (as defined below).
- 3. ELIGIBILITY:** This Raffle is open only to legal residents of the United States who are of legal age in their state of residence prior to the beginning of this Raffle Period (as defined below).
- 4. RAFFLE PERIOD:** Raffle Tickets will be sold between February 6, 2019 at 12:00 AM Eastern Time and March 9, 2019 at 9:00 PM Eastern Time (“Raffle Period”). Paideia’s official clock shall determine the applicable time(s).
- 5. HOW TO ENTER:** Raffle Tickets may be purchased for One Hundred and No/100 Dollars (\$100.00) per ticket or Two Hundred and Fifty and No/100 Dollars (\$250.00) per three (3) tickets. Only one (1) Participant may be entered in this Raffle per Raffle Ticket sold. If the name of more than one (1) person is provided on an entry form and the corresponding Raffle Ticket is selected as a winning ticket, then the person named first will be deemed as the holder of record of that Raffle Ticket and declared the winner. Paideia is not responsible for resolving any disputes that may arise from different individuals listed on a winning entry form or Raffle Ticket. An individual may purchase as many Raffle Tickets as he or she may wish. Raffle Tickets may be purchased online at <http://paideiaschool.maestroweb.com/>. All entries must include payment by credit card. Paideia reserves the right to reject any entry form that is submitted without proper payment. Upon receipt and acceptance by Paideia of a proper entry form, a receipt of purchase will be sent via electronic mail to the purchaser at the electronic mail address provided by the purchaser during the Raffle Ticket purchase process. It is the purchaser’s responsibility to provide a valid, deliverable electronic mail address to Paideia. All Raffle Ticket purchases must be made during the Raffle Period. The Raffle Entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets, regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer,

online system, or server or technical problem. Raffle Ticket numbers will be assigned randomly and Participants will not be able to pick a number. All Raffle Ticket sales are final. There are no refunds, except as otherwise provided in these Official Rules.

6. WINNER SELECTION BY RANDOM DRAWING:

- a. Unless otherwise indicated by Paideia, the winner will be selected on March 9, 2019 (“Selection Date”) at The Stave Room, 199 Armour Drive NE, Atlanta, Georgia 30324, by random drawing from all eligible Raffle Tickets sold during the Raffle Period. Odds of winning depend upon the number of Raffle Tickets sold during the Raffle Period. The winner does not have to be present on the Selection Date to be eligible to receive the Prize (as defined below).
- b. The winner will be sent a notification within five (5) days of the Selection Date using the electronic mail address provided when the winning Raffle Ticket was purchased. The winner must respond to the notification within five (5) days from the date of transmission of the notification by Paideia, following which the winner will receive prize redemption information. If the winner does not meet the eligibility requirements or does not timely respond to the notification, Paideia reserves the right to award the Prize (as defined below) to another randomly selected winner.

7. PRIZE: The winner will receive a 2019 Subaru Crosstrek (VIN t/b/d) with an actual retail value (“ARV”) of \$25,820.00 (“Prize”). The Prize comes equipped with standard and additional options. Winner must look to manufacturer for warranty issues. Due to manufacturer delivery processes and requirements, the Prize has been titled and registered in Georgia. Winner is responsible for all taxes and any other expenses related to delivery of the Prize, including, but not limited to, sales tax, registration, title and license fees, insurance, extended warranties, and all other costs incurred in claiming, registering, or using the vehicle. Winner must take delivery from Stivers Decatur Subaru (“Dealer”). Paideia and Dealer make no representation or warranty that vehicle can be sold, bartered, or traded for or at the stated ARV. ARV is subject to market conditions, which can fluctuate, and any difference between actual market value and ARV will not be awarded to the winner. The Prize is provided “as is” and without any warranty, representation or guarantee, express or implied in fact or in law, and any implied warranty of merchantability or fitness for a particular purpose. Paideia has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Prize, regarding the use, value, or enjoyment of the Prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer’s warranty that may apply. The Prize is non-transferable. Paideia reserves the right to substitute the Prize for one of equal or greater value for any reason.

8. TAXES: Participant acknowledges that he or she has been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts, and, therefore, the price of a Raffle Ticket does not qualify as a deductible charitable contribution. The winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prize. Furthermore, the winner acknowledges that federal

and/or state law requires that a tax withholding on certain Prize values must be collected from the winner upon award or distribution. Federal and/or state withholding laws are subject to change without notice. The withholding laws in effect at the time the Prize is claimed will be followed, and the winner of the Prize will be issued an Internal Revenue Service Form W-2G by Paideia, which winner will be required to sign at a time and place determined by Paideia in its sole discretion. As a condition to delivery of the Prize and within a period to be determined by Paideia, the winner will be required to submit to Paideia in full the estimated tax withholding payment for the Prize. Failure to make the estimated tax withholding payment in a timely fashion as determined by Paideia in its sole discretion will subject the winner's Raffle Ticket to invalidation. In such event, a new winner will be randomly selected from the pool of remaining eligible Raffle Tickets. The winner also is responsible for any travel or delivery charges incurred to accept the Prize.

9. CLAIMING THE PRIZE: The winner must provide Paideia with all information required to claim the Prize (including tax identification information). The winner shall sign and return to Paideia a liability/publicity release, affidavit of eligibility, and a tax indemnification guarantee (hereinafter collectively referred to as the "Required Documentation") by a date determined by Paideia in form and substance satisfactory to Paideia in order to be eligible to receive the Prize. If (i) any of the Required Documentation is not completed, signed, and/or returned within the stated time, (ii) the winner is deemed by Paideia to be ineligible or not to have complied with these Official Rules, or (iii) the winner refuses to accept or fails to claim the Prize, then the Prize will be forfeited by the winner and an alternate winner may be selected from among all eligible entries timely received, if time permits. If a potential winner is not reachable at the electronic mail address provided to Paideia or if a notification is returned as undeliverable, then the Prize will be forfeited and an alternate winner may be selected. The Prize will be delivered within thirty (30) days of the winner delivering the winning Raffle Ticket and executed Required Documentation to Paideia.

10. TRANSFER OF THE RAFFLE TICKET: Raffle Tickets may not be resold to any other person or entity. Any Raffle Ticket that has been resold is void. All individuals who resell, purchase, or receive a Raffle Ticket in violation of these Official Rules are ineligible to win the Prize.

11. CANCELLATION; TERMINATION OF RAFFLE: By purchasing a Raffle Ticket and choosing to participate in this Raffle, each Participant acknowledges and agrees that Paideia has the right, in its sole discretion, to elect not to proceed with this Raffle for any reason whatsoever or for no reason, and in such event, a Participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such Participant for each Raffle Ticket purchased, without interest.

12. GENERAL:

- a. This Raffle is void where prohibited or restricted by law.
- b. Internet entries will be declared made by the authorized account holder of the electronic mail address submitted at the time of entry. "Authorized account holder" means the natural person who is assigned to an electronic mail address by an internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning electronic

mail addresses for the domain associated with the submitted electronic mail address.

- c. Paideia reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle or Paideia website, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY AN PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PAIDEIA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The Raffle Entities are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Raffle that may limit the ability to participate or by any human error that may occur in the processing of the entries in this Raffle. Paideia reserves the right to modify or cancel this Raffle if it becomes technically corrupted. In such event, Paideia will award the Prize by random drawing from eligible entries received prior to cancellation.
- d. The Prize is non-extendable, non-transferable, and non-cashable. Paideia shall have no responsibility or obligation to a winner who is ineligible for the Prize or is unable to or who does not accept the Prize for any reason.

13. PUBLICITY RELEASE: Subject to applicable law, the winner irrevocably grants Paideia the right to use the winner's name, voice, photograph, and/or biographical data for advertising, promotional, and/or publicity purposes, worldwide, in perpetuity, in all forms of media, including social media, and Paideia's website, without any obligation or consideration except for the awarding of the Prize to the winner.

14. PRIVACY: Information submitted in connection with this Raffle will be treated in accordance with these Official Rules.

15. RELEASE OF LIABILITY: By entering this Raffle, each Participant agrees that the Raffle Entities will have no liability whatsoever for and are released and held harmless from any injury, loss, or damages of any kind to persons, including, but not limited to, death, personal injury, or property damage, due in whole or in part, directly or indirectly, from the acceptance, possession, use, non-use, or misuse of the Prize or participation in this Raffle or participation in any Raffle- or Prize-related activity. Winner assumes all liability for participation in all aspects of this Raffle.

16. FORCE MAJEURE: Except as otherwise expressly set out in these Official Rules, the Raffle Entities shall not be liable or responsible for any failure to perform, or delay in performance of, any of their respective obligations that are caused by events outside of their reasonable control.

Paideia is not responsible if this Raffle terminates or any Prize cannot be used or redeemed due to Acts of God, war, terrorism, explosions, fires, floods or other natural calamities, bad weather, strikes, riot, civil disruption, internet failures, acts of the winner, or for any other occurrences that are outside of Paideia's reasonable control.

17. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION: The parties agree that if any controversy or claim arising out of or relating to these Official Rules cannot be settled through direct discussions, they will endeavor first to settle the controversy or claim by a mediation administered by the American Arbitration Association ("AAA") under its then-applicable Commercial Arbitration Rules and Mediation Procedures. If the dispute is not otherwise resolved through direct discussions or mediation, the parties agree that the controversy or claim, including the scope or applicability of this agreement to arbitrate, will then be resolved by final and binding confidential arbitration in Atlanta, Georgia to be administered by AAA in accordance with its then-applicable Commercial Arbitration Rules and Mediation Procedures, including without limitation, the rule providing that each party will pay its pro rata share of AAA fees and expenses and the rules providing for limited discovery and other exchange(s) of information. The AAA rules are available at www.adr.org. The AAA rules for selection of a single arbitrator will be followed. The parties further agree to the exclusive jurisdiction and venue of a court of competent jurisdiction Atlanta, Georgia with respect to the appeal of any decision rendered during arbitration.

18. WAIVER OF TRIAL BY JURY: TRIAL BY JURY IS HEREBY WAIVED WITH RESPECT TO ANY DISPUTE OR LITIGATION ARISING FROM OR RELATED TO THESE OFFICIAL RULES OR ANY SUBJECT MATTER RELATED THERETO. THE PROVISIONS IN THIS PARAGRAPH ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THESE OFFICIAL RULES.

19. LIMITATION OF LIABILITY: Notwithstanding the above, each Participant agrees that (i) any and all disputes, claims, and causes of action not waived arising out of or in connection with this Raffle or the Prize shall be resolved individually, without resorting to any form of class action, (ii) 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, and (iii) under no circumstances may a Participant obtain awards for, and Participant hereby waives all rights to claim 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. IN NO EVENT SHALL THE RAFFLE ENTITIES BE LIABLE FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO ANY INDIVIDUAL ENTRANT IN THE RAFFLE.

20. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

21. **WINNERS' LIST**: To obtain a list of winners, send a self-addressed, stamped envelope within thirty (30) days of the Selection Date to: The Paideia School, Inc., Attn: Director of Business and Finance, 1509 S. Ponce de Leon Avenue Atlanta, Georgia 30307.

* * *