

NORTH CAROLINA MUSEUM OF HISTORY ASSOCIATES  
ERNIE BARNES PRINT RAFFLE TERMS AND CONDITIONS

Thank you for supporting the Ernie Barnes Print Raffle (the “Raffle”) conducted by North Carolina Museum of History Associates (the “Sponsor”). Your purchase of one or more raffle tickets signifies your full and unconditional agreement to the following Terms and Conditions. In the event of any dispute, a reasonable interpretation or determination by the Sponsor regarding the application of these Terms and Conditions is final and binding in all matters related to the Raffle.

VOID WHERE PROHIBITED BY LAW AND OUTSIDE THE UNITED STATES. Subject to all applicable federal, state, and local laws, regulations, and ordinances. Tickets may sell out before the date of the raffle drawing. The chances of winning are based on the number of tickets sold. If fewer tickets are sold, the chances of winning the hand-signed print of *Homecoming* by Ernie Barnes (the “Prize”) improve.

Eligibility

- To be eligible to purchase a ticket, you must be at least 18 years old or the age of majority in your jurisdiction of residence, whichever is older as of the date of entry, and a living resident of the United States.
- Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sponsor reserves the right to verify the eligibility of winners.

Sponsor

North Carolina Museum of History Associates, 5 East Edenton Street, Raleigh, North Carolina 27601

Tickets

- Tickets may be purchased at <https://ncmoha.com/events/ernie-barnes-spring-raffle/>. You must provide all required information to be eligible to enter and win. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.
- Tickets may be reserved for \$25.00 each or five tickets for \$100.00
- A ticket represents a chance to win the opportunity to accept an offer of the Prize. All sales of tickets are final, and no refunds will be paid.
- Tickets, the Prize, receipts, and any winner’s rights are not transferable.
- Sponsor reserves the right to reject any ticket reservation request that is submitted with payment that does not constitute “good funds.” A ticket issued in exchange for a check returned for “insufficient funds,” or for a credit card charge that was “declined,” or reported as “invalid” or “stolen” is void, and cannot be a winning ticket.
- The IRS has ruled that a payment for a raffle ticket is a tax-deductible charitable contribution only to the extent the amount of the payment exceeds the price of the ticket.
- All ticket purchase requests must be received and/or purchased by the indicated deadline. Any orders received after these deadlines will be ineligible. Sponsor assumes no responsibility for lost, late, misdirected or non-delivered mail, email or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. All defective or physically altered tickets or entry forms may be disqualified.

### The Drawing

- The winning ticket for each prize will be selected by a random drawing on the date of the raffle drawing. The Sponsor will select the name of potential winners of the prizes in a random drawing from all eligible raffle tickets. All tickets have an equal chance to win.

### Winners

- The odds of winning a prize depends on the number of valid raffle tickets sold. The chances of winning are based on the number of tickets sold. If fewer tickets are sold, the chances of winning the Prize improve.

- The Prize will be awarded to only one (1) winner. If the ticket has more than one name on it, the Prize will be awarded to the eligible individual whose name appears first on the ticket. That individual is solely responsible for allocating the value of the prize among the purchasers.

- The Sponsor will notify each winner in writing by sending a Winner Notification Agreement (“WNA”) to the address provided by the purchaser. Each winner must accept the prize, “as is,” by signing the WNA and returning it to the Sponsor within seven (7) days after the date the WNA was received. If a winner cannot be contacted or fails to accept the prize or if a winner is disqualified for any reason, the Prize is forfeited, and no substitute or alternative prize will be provided. A forfeited prize may be awarded to an alternate winner selected by random drawing from among all remaining eligible entries.

- Acceptance of the Prize constitutes permission for the Sponsor to use the winner’s name, picture, video image, and relevant quotes to promote the Raffle, and agreement by the winner that the prize will not be used for fundraising for another charity.

- The winner of the Prize shall have no rights in or to the Prize itself until the winner has been verified as eligible by Sponsor, has timely executed the WNA and returned it to the Sponsor, and until delivery of the Prize to the winner has been completed. Until that time, as between the Sponsor and the winner, the Prize remains the sole property of the Sponsor.

- Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE RAFFLE. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

### Taxes/Prize restrictions

- Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of the Prize are the responsibility solely of winner. The Prize cannot be substituted, assigned, transferred, or redeemed for cash. The Sponsor will not replace a lost or stolen Prizes. The Prize cannot be used in conjunction with any other promotion or offer.

- The value of the Prize is includible in the winner’s gross income, and may be subject to reporting by the Sponsor to the Internal Revenue Service. The winner is solely responsible for payment of all federal, state, and/or local income, sales, or use taxes due on account of his or her acceptance of the prize. The winner of the Prize agrees that the value of the property reported by the Sponsor for income tax and other purposes will be based on the estimate obtained by the Sponsor. The Sponsor does not guarantee that the winner will

be able to sell it for the estimated value or that the Internal Revenue Service will use that value in its tax calculations.

- With respect to any prize with a value of more than \$5,000, the Internal Revenue Service requires the Sponsor to withhold federal income tax at the rate of 24%, or current rate as established by the IRS, and the winner must pay the amount of tax to be withheld to the Sponsor as a condition of transfer of ownership of the Prize.
- Sponsor takes no responsibility for any tax liabilities. Winners should consult a tax professional.

#### Release and Limitation of Liability

Each winner hereby releases and holds the Sponsor harmless with respect to any claim based on any such occurrence. A Raffle entrant's sole and exclusive remedy for any breach of duty or conduct related to the Raffle shall be limited to the return of the purchase price paid for his or her raffle tickets. In no event shall the Sponsor be liable to any person for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or, consequential, or other damages of any person or entity whether arising in contract, tort or otherwise, arising out of the Raffle, use or ownership of the prizes.

#### General Conditions

If, for any reason, the Raffle is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Raffle, the Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Raffle (or any portion thereof); (b) modify the Raffle or suspend the Raffle to address the impairment and then resume the Raffle in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize from among the eligible, non-suspect entries received up to the time of impairment, and all eligible entries received.