



FUND RIDE “Raffle” - Official Rules

OFFICIAL RULES: By participating, entrants agree to be bound by these Official Rules and by the decisions of USO Northwest, which shall be binding and final as to all matters related to the Raffle. Official Rules are available online at USONW.org and/or RaffleAmerica.com. The address at which USO Northwest may be contacted is: 17801 International Blvd, PMB 313, Seattle, WA 98158. The Raffle is being conducted pursuant to raffle licenses issued to USO by Washington, Oregon and California. This Raffle is conducted pursuant to Washington, Oregon and California law, and is void outside of the permitted areas of participation and where prohibited.

RAFFLE DATE AND PERIOD; HOW TO ENTER: Raffle entrants may purchase Raffle tickets in person beginning March 1, 2017 and ending May 15, 2017 at 5:00 pm. Raffle ticket purchases require residency status within the permitted areas of participation (Washington, Oregon and California).

ELIGIBILITY TO ENTER: While available, Raffle tickets may be purchased only by persons of legal gambling age in the jurisdiction in which they reside, and are at least 21 years of age as of the purchase date, and in accordance with these Official Rules. Purchased Raffle tickets are only valid for the Drawing defined below. Internet sales of Raffle tickets are open ONLY TO LEGAL RESIDENTS OF THE PERMITTED AREAS OF ELIGIBILITY. This Raffle is VOID OUTSIDE OF THE PERMITTED AREAS OF ELIGIBILITY AND WHEREVER PROHIBITED BY LAW. The following persons are NOT ELIGIBLE to participate in the Raffle or to win any Prize: Employees, officers, board members, directors, shareholders, members, agents and consultants of USO Northwest, each an “Ineligible Party” and collectively, the “Ineligible Parties”, and any parent, subsidiary, affiliated entity, advertising agency, promotion agency and immediate family members and members of their same households whether legally related or not of any Ineligible Party. “Immediate family members” means a spouse, parent, legal guardian, in-law, grandparent, sibling, child and grandchild of an Ineligible Party.

PURCHASING RAFFLE TICKETS: Raffle tickets will be sold as described below. There is no limit to the number of Raffle tickets an eligible individual may purchase. Each Raffle ticket costs \$25. Discounts or complementary Raffle tickets are prohibited. Raffle tickets will be available for purchase online by eligible persons see “ELIGIBILITY TO ENTER” above.

NUMBER OF RAFFLE TICKETS: The maximum number of tickets that will be sold is 5,000.

ODDS: The odds of winning the Prize depends on the number of valid Raffle tickets sold.

PRIZE(S): The winner of the Raffle will receive the following: #144 Limited Edition Jack Daniel's Indian Chief Vintage Motorcycle—one of only 150. If the winner cannot accept the prize(s) at the date and time it is offered, the winner will be disqualified, and, in the discretion of USO Northwest, a new winner will be selected. All net proceeds of the Raffle will benefit the programs and services of the USO Northwest. Prize(s) will be awarded subject to the terms and conditions of these Official Rules. USO Northwest will contact the Potential Winner defined below within ten (10) business days after the date of the Drawing defined below. No substitution, assignment, refund or transfer of a prize is permitted, except by USO Northwest. If USO Northwest is unable to contact the Potential Winner within ten (10) business days after the date of the Drawing defined below, such Potential Winner will be disqualified and a new Potential Winner may be selected at the sole discretion of USO Northwest.

TRANSFER OF RAFFLE ENTRIES: Raffle tickets are non-transferable. All Raffle tickets which have been resold or transferred in violation of these Official Rules shall be void. All individuals who re-sell or purchase re-sold Raffle tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize.

DRAWING: The Potential Winner defined below will be selected in a random drawing from eligible Entries received (the “Drawing”). The potential winner need not be present to win. The main Drawing will be held on May 20, 2017 at 2:00 pm. If for any reason whatsoever the Drawing cannot be held at that time, it will be held within a reasonable time thereafter. Entries that are not selected in the Drawing will be discarded. The winning ticket number(s) will also be posted on USONW.org and RaffleAmerica.com within forty-eight (48) hours of the Drawing and will remain posted on the website for thirty (30) calendar days. The purchaser of the winning Raffle ticket a “Potential Winner” will be contacted, using the contact information associated with the Raffle ticket purchase, by USO Northwest within ten (10) business days.

DETERMINATION OF OFFICIAL WINNERS: USO Northwest shall have the sole discretion to determine whether a Potential Winner is an official winner of a Prize (an "Official Winner"). USO Northwest decision concerning the determination of an Official Winner shall be final and binding. To become an Official Winner: (1) a Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined by USO Northwest in its sole judgment; (2) the Potential Winner's identity, residence and winning ticket must be verified by USO Northwest; (3) the Potential Winner must execute and return to USO Northwest an affidavit of eligibility and liability publicity release on a form to be provided by USO Northwest before the Prize is awarded; and (4) the Potential Winner must provide USO Northwest with all tax identification information required by federal, state or local law and, where applicable, provide USO Northwest with payment for any required withholding taxes, or authorization for USO Northwest to withhold such withholding taxes from a Prize, due prior to that Potential Winner's receipt of a Prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if USO Northwest is unable for any reason to identify the holder of the winning Raffle Ticket, then that Potential Winner's Prize will be deemed forfeited. Any entry that USO Northwest determines, in its sole judgment, was stolen, re-sold, unissued, ineligible, altered counterfeit in whole or in part, defective, printed in duplicate or printed produced in error will be void. Official Winner is solely responsible for any and all costs, fees, taxes, or expenses associated with prize award, and the receipt and use of the prize award, including, without limitation, all federal, state and local taxes on the prize, and any other expenses not expressly provided for herein. If applicable, Official Winner will be issued an IRS Form 1099 for the amount of the prize. In the event of any dispute regarding the identity of the owner of the winning Raffle ticket, USO Northwest shall determine the identity of the Potential Winner in its sole discretion. USO Northwest shall conclusively presume that the purchaser of the winning Raffle ticket, as determined by credit-card purchase records, is the lawful owner of that Raffle ticket and such purchaser resides at the billing address of record. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning ticket.

GENERAL CONDITIONS: The Released Parties defined below under "RELEASE OF LIABILITY" are not responsible for: (1) Entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries or payments that are delayed, misdirected, undelivered, not fully captured, or garbled; (4) the inability of a purchaser or prospective purchaser of an Entry to connect or stay connected to the Internet, to log on to any website, or to participate in or complete any online communication or activity related to the Raffle; (5) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle collectively, as described in clauses 1 through 5, "Errors", including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining the Official Winners, or announcing or delivering a Prize. If any portion of the Raffle is compromised, in sole judgment of USO Northwest, by Errors or non-authorized activity or other causes which, in sole judgment of USO Northwest, corrupt or impair the administration, security or fairness of the Raffle, or the proper submission or capture of Entries each, a "Compromising Event", then USO Northwest reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select winners from all eligible, non-suspect Entries received before the known occurrence or discovery of such Comprising Event. The amount of the net proceeds from the sale of Raffle tickets shall be as determined by USO Northwest in its sole discretion, and is calculated as gross ticket sales revenue less sums expended for prizes, license fees, transportation and other operating expenses incurred as a result of operating and conducting the Raffle. All Entry purchases shall be final, and no refunds or replacements will be issued by USO Northwest. USO Northwest reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Raffle process or the operation of the Raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Raffle is a violation of criminal and civil laws, and, should such an attempt be made, USO Northwest reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. USO Northwest failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. USO Northwest has sole and final decision on admissibility of entries and the determination of the Official Winner.

RELEASE OF LIABILITY: By entering, each entrant agrees to abide and be bound to these Official Rules, and to release, indemnify and hold harmless: USO Northwest, Brown-Forman, Jack Daniel's, Raffle America, and each of their respective directors, board members, officers, owners, shareholders, subsidiaries, members, partners, agents, representatives, employees, successors, parents, heirs, executors, administrators and affiliates individually a "Released Party" and collectively, the "Released Parties" against any and all liability, claims, losses, damages or causes of action of any kind however named or described with respect to or arising out of (i) entrant's participation in the Raffle or winning any Prize, and (ii) from acceptance, possession, misuse or use of any prize or participation in this Raffle or any Raffle related activity, and the Official Winner agrees to release, indemnify and hold the Released Parties harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of participating in the Raffle or the Winner's acceptance or use of any Prize.

LIMITATION OF LIABILITY: A Raffle entrant's sole and exclusive remedy for any Released Party's 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 any Released Party be liable to any person for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, arising out of the Raffle.

PUBLICITY RELEASE: The Official Winner, by accepting his or her Prize, grants USO Northwest and the designees and affiliates of USO Northwest, Brown-Forman, Jack Daniel's, Indian Motorcycle including Raffle America, full permission, except where legally prohibited, to use the Official Winner's name, address (city and state only), photograph, voice and or other likeness and Prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

TRADEMARKS: All trademarks are the property of their respective owners, and may not be used except with express written consent of the trademark owners.

DISPUTES; SEVERABILITY: Each Raffle participant agrees that: (a) 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 solely and exclusively in a federal or state court located in Oregon; participant submits to sole and exclusive personal jurisdiction to said courts in the State of Oregon for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) 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 shall attorneys' fees be awarded; and (c) under no circumstances will participant be permitted to 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants or USO Northwest in connection with the Raffle shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules of provisions whether of the State of Oregon, the United States, or any other jurisdiction, which would cause the application of the laws of any jurisdiction other than the State of Oregon. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.