

Raffle Terms & Conditions

NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

The _____ of Nova Southeastern University, Inc., presents

the _____ Raffle (the “Raffle”). The Raffle is conducted by Nova Southeastern University, Inc., a 501(c)(3) Florida not-for-profit corporation whose principal place of business is 3300 S. University Drive, Fort Lauderdale FL 33328 (“Sponsor” or “NSU”).

Eligibility: Entrants must be at least 18 years of age or the legal age of majority in their jurisdiction of residence at the time of entry. The Sponsor has the right to request valid photo identification from any individual entering the Raffle. By entering the Raffle, entrants are bound by and agree to these terms and conditions. The Raffle is void where prohibited by law, rule, or regulation. All federal, state, and local laws and regulations apply.

Raffle Duration: The Raffle will commence on _____ at _____ Eastern Time (“EST”) and will end on _____ at _____ (“Raffle Period”).

Entry Process: During the Raffle Period, eligible individuals can enter by either attending _____ and signing up for raffle entries at such events or

by signing up online at _____. Entries are limited to _____ entries per person.

Sponsor and its officers, directors, and employees are not responsible for any technical, hardware, software, or electronic malfunctions of any kind, including but not limited to lost or unavailable network connections, or failed incorrect, incomplete, inaccurate, garbled or delayed electronic communications. Additionally, Sponsor is not responsible for any issues arising from equipment or programming associated with or utilized in this Raffle which may limit the ability to play or participate. This includes any human error that may occur in the processing of the entries in this Raffle. If for any reason, (including but not limited to computer virus infections, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor, that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Raffle), the electronic portion of the Raffle cannot be conducted as described in these rules, the Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Raffle. In the event of cancellation or termination, a notice will be posted online, and the drawing will be conducted from among all eligible entries received prior to termination.

Prize: The Raffle will award the following prize to the winning entrant: (“Prize(s)”).

The Prize will be redeemable on the day and time selected by the Sponsor. The Sponsor is not responsible if the winner is not able to use the Prize on the day and time selected by the Sponsor. The total value of the Prize is . The Prize is non-transferable, non-refundable

and cannot be exchanged for cash. The winning entrant is solely responsible for all other expenses not specifically set forth herein. All other aspects or details of the Prize not described herein will be chosen by the Sponsor in its sole discretion.

Winner Selection and Notification: Potential winners will be selected by in-person drawing at the on at the

. If the winner is not present, they will be

notified via email or phone within days following the end of the Raffle Duration period. The winning entrant will be notified by phone or email using the contact information provided by the entrant at the time of entry into the Raffle. The winning entrant is responsible for all federal, state and local taxes, if applicable. In addition, the Sponsor may require winner(s) to complete, sign, and return a witnessed Statement of Eligibility and Publicity Release forms, and other applicable documents, which may require winner to provide a social security number, within five (5) days of the date of the notification. At Sponsor’s discretion, the winners may be required to present a valid picture ID or other proof of identity to claim the Prize. If a winner cannot be contacted, fails to timely claim the prize, is disqualified for any reason, fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, an alternate winner will be selected by random draw from all remaining eligible entries at the Sponsor’s discretion. If by reason of printing, computer, or Internet malfunction or error, or other error, more prizes are claimed than the number of prizes set forth in these terms and conditions, a random drawing will be held to award the advertised number of prizes.

General Rules: The winning entrant is required to complete and return a Liability Release within seven (7) days of attempted delivery. Failure to comply with this requirement within the seven (7) day period, or if the Prize notification is returned as undeliverable, will result in disqualification, without further notice and an alternate winner will be selected at the Sponsor’s discretion. Winners will be notified via in-person drawing selection, should they be present at the at the or by

phone and/or email using the contact information provided at the time of entry. All applicable federal, state and local taxes on the Prize and any expenses relating to the acceptance/use of the Prize not specified stated in these Terms and Conditions, are the sole responsibility of the winner. In no event will more than the stated number of Prizes be awarded.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AS A CONDITION OF ENTERING THE RAFFLE, ENTRANTS AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ENTRANTS AND ON BEHALF OF ENTRANTS' FAMILY, HEIRS, AND/OR PERSONAL REPRESENTATIVES, TO RELEASE, DISCHARGE AND HOLD HARMLESS NOVA SOUTHEASTERN UNIVERSITY, INC. AND ITS PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RAFFLE ENTITIES"), FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS AND PROPERTY, INCLUDING DEATH, WHETHER DIRECT OR INDIRECT, WHETHER IN WHOLE OR IN PART, AND WHETHER CAUSED BY THE NEGLIGENCE OF THE RAFFLE ENTITIES OR OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS ARISING FROM OR RELATED TO THE ENTRANTS' PARTICIPATION IN THE RAFFLE OR ANY PORTION THEREOF, THE ACCEPTANCE, USE OR MISUSE, OR POSSESSION OF ANY PRIZE, OR ANY PRIZE-RELATED ACTIVITIES. THE RELEASE APPLIES TO ANY CLAIM BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, OR OTHER INTELLECTUAL PROPERTY-RELATED RIGHTS.

Entrants agree to be bound by these terms and conditions and Sponsor's decisions, which are final and binding in all matters related to the Raffle. Acceptance of Prize constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade without further compensation, including a winner's list, unless prohibited by law. Claims related to the Raffle may not be resolved through any form of class action. In the event there is a discrepancy or inconsistency between the disclosures or other statements contained in any Raffle materials and these terms and conditions, these terms and conditions shall prevail, govern and control. Sponsor is not responsible for any typographical or other errors in the printing of the offer, the administration of the Raffle, or in the announcement of the Prize. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's internet service provider and/or e-mail client, or for insufficient space in user's e-mail account to receive e-mails.

If an entrant submits more than the stated number of entries permitted, and/or if the Sponsor suspects that an entrant attempted to obtain additional entries through the use of multiple addresses, card registrations, identities or any other method, all entries submitted by the entrant may be declared null and void. Any entries which are suspected of being fraudulent (including but not limited to, those made using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made at the sole discretion of the Sponsor. Any person who supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these rules in an attempt to win a prize will forfeit any prize won and may be subject to legal prosecution to the fullest extent permitted by law.

ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT. THE SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY OR CONDITION OF ANY PRIZE.

Entrants agree on behalf of themselves, that (a) any and all disputes, claims, and causes of action arising out of or related to the Raffle, any prize awarded, or the determination of the winner, shall be resolved individually, without resorting to any form of class action, and exclusively before a court located in Broward County, Florida (b) to the fullest extent permitted by law, entrants waive any right to a jury trial in any and all disputes, claims, and causes of action arising out of or connected with the Raffle, or any prize awarded, or the determination of the winner; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event shall it include attorney's fees; and (d) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, as well as any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these terms and conditions, or the rights and obligations of the entrant and released parties in connection with the Raffle, shall be governed by the laws of the State of Florida, without regard to its conflicts of law principles or rules, and all proceedings shall take place in Broward County, Florida.

Consent: Entrants consent to the use of entrants' name, face, likeness, voice, appearance and/or comments, including but not limited to statements or testimonials, in connection with the Raffle for advertising, promotional, and publicity purposes, without further compensation or notice, unless prohibited by law.

Privacy: Sponsor is committed to protecting your privacy. By entering the Raffle, entrants consent to the collection and use of their personal information (e.g., contact information, address, phone number, email address, etc.) in connection with administering the Raffle, including, but not limited to, contacting and announcing any winners. The use of personal information provided by entrants will be governed by the Sponsor's privacy policy, which can be reviewed at <https://www.nova.edu/privacy.html>. Please review this privacy policy for details on how your information may be collected, used, and protected, even if entrants do not visit nova.edu or provide information through that website.

Tax Considerations: The value of prizes awarded through the Raffle is considered taxable income to the winner, and the winner is solely responsible for all applicable federal, state and local taxes. The value of any non-cash prize is the price that the item would sell for in an open market, which will be provided to the winner.

- Prizes Valued at \$600 or Greater: NSU is required to comply with federal and state reporting requirements. If the Prize is valued at \$600 or greater, NSU is required to report the Prize on an IRS Form W-2G.
- Withholding Requirements for Prizes Valued at \$5,000 or Greater: If a non-cash prize valued at \$5,000 or greater is awarded, the winner must pay 24% of the value of the Prize to NSU for federal tax withholding. NSU will remit this withholding to the IRS, and it will

be reported on Form W-2G. The Prize will not be awarded to the winner until the withholding payment amount is received.

- Prizes Awarded to Nonresident Aliens (NRA): If the winner is a nonresident alien, the Prize is subject to a 30% withholding tax and will be reported on IRS Form 1042-S – Foreign Person’s U.S. Source Income Subject to Withholding. The nonresident alien will need to provide a completed Form W-8BEN.

Governing Law and Venue: Except where prohibited by law, all disputes arising out of or in connection with this Raffle or its administration shall be resolved in the courts of competent jurisdiction located in Broward County, Florida and governed by the laws of the State of Florida. By entering this Raffle, you consent to the exclusive jurisdiction and venue of such courts.