

Roanoke Pinball Museum - Pinball Raffle - Terms and Conditions

RAFFLE LOCATION:

Roanoke Pinball Museum – 1 Market SQ SE, Roanoke, VA 24011

RAFFLE PERIOD:

Begins with the sale of ticket #1 and ends with the sale of ticket #665.

DRAWING DATES:

To be announced after the raffle period ends (final ticket sold) and all entries accounted for.

RAFFLE LIVE DRAWING INFORMATION:

Drawing will be scheduled approximately two weeks after raffle period ends. Notification will be sent via Roanoke Pinball Museum Facebook page, Instagram account, and via email to all addresses provided by ticket holders.

ELIGIBILITY:

To enter, you must be: (1) Eighteen (18) years of age or older; (2) Cannot be an employee, officer, director or agent of Center In the Square, Roanoke Pinball Museum, or any respective affiliates, subsidiaries or promotion agencies (collectively Sponsor and its affiliates and related individuals); and (3) Cannot be an immediate family member nor anyone living within the same household of any individual identified in (2) above. (4) Must be a citizen of the United States or Canada. (Prize will only be shipped to addresses within the continental USA). All federal, state and local laws and regulations apply. Limitations may be included in states, in which, prohibit raffles as a form of gambling. Void where prohibited or restricted by law or regulations. If deemed as prohibited or restricted you may still donate by other means. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

HOW TO ENTER:

Raffle tickets may be purchased either in person at Roanoke Pinball Museum or via phone. You must provide your legal name, phone number, shipping address, e-mail address, and payment in order to receive a valid ticket. Incomplete entries are void. P.O. Boxes will be not be permitted as a shipping address.

Participants may enter as many times as they desire over the course of the raffle period as outlined above. The potential winning entry must provide Roanoke Pinball Museum with proof that the potential winner is the named person of the winning entry. All potential winners are subject to verification before any prize will be awarded. False or deceptive entries or acts will render the entrant ineligible. Entries become the official property of Roanoke Pinball Museum and will not be acknowledged or returned. Roanoke Pinball Museum and its affiliates and related individuals will not accept correspondence or telephone inquiries regarding the status of entries or the administration of the raffle. Status of entries will be updated on the Roanoke Pinball Museum website. If 665 entries fail to be committed for the current raffle, the drawing is not held and all entry donations will be returned to the original donors. By

entering this raffle, each participant agrees to be bound by these official rules and by all decisions of Roanoke Pinball Museum whose decisions regarding all aspects of the raffle shall be final.

SELECTION OF WINNERS:

One (1) winner from among all entrants in a random drawing to be held on the date announced. The winner will be notified by phone and email. To claim the prize, each winner must respond as directed in the confirmation email within ten (10) days of the first notification attempt. If the winner cannot be reached or fails to timely respond or comply with any of these requirements or if Roanoke Pinball Museum determines the winner ineligible or disqualified, then, in Roanoke Pinball Museum's sole discretion, the winner may be disqualified and the Prize forfeited. By accepting a prize, the winner grants permission for Roanoke Pinball Museum's use of the name, hometown, likeness, photograph, voice, and statements of winner and winner's travel companion(s) for advertising/publicity purposes without further compensation or permission, unless prohibited by law.

ODDS OF WINNING:

Roanoke Pinball Museum will conduct a drawing through which one (1) winner will be randomly selected from among all eligible entries received in accordance with these rules. Odds of winning are based on the number of qualified entries submitted for each raffle which is recorded to be 665.

WINNER'S LIST:

A winner's list will be posted at <http://www.roanokepinball.org/raffle>

The winner's list will be updated after each Prize is awarded.

PRIZES:

The winning prize is: One (1) A brand new pinball machine specific to the raffle. (2) Shipping will be included as part of the prize. (3) Gift taxes will be paid by Roanoke Pinball Museum. A pinball distributor chosen by Roanoke Pinball Museum will arrange shipping directly to an address supplied by the winner. If the prize winner cannot take the prize during scheduled dates specified and if additional costs are added by the delay because of this failure, they will be the responsibility of the winner. Roanoke Pinball Museum shall have no further obligation to the prize winner for warranty of product or other similar guarantees. The prize is NON-TRANSFERABLE; no substitutions or cash awards allowed. Any taxes, customs regulations, security mandates, and/or duties/fees on prizes are the sole responsibility of the prize winner. All details of any prize not specified herein shall be determined solely by Roanoke Pinball Museum.

USE OF INFORMATION:

By entering the raffle, you agree that your entry and any other personally identifiable information collected or used in connection with the raffle may be used by Roanoke Pinball Museum in accordance with the privacy policy. The prize winner's name and state of residence will be posted on the website. We will not share nor sell any names and their corresponding emails with any third party.

SPONSOR:

This raffle is sponsored by Roanoke Pinball Museum, 1 Market SQ SE, Roanoke, VA 24011

CONDITIONS OF PARTICIPATION:

BY PARTICIPATING IN THIS RAFFLE, EACH PARTICIPANT RELEASES AND HOLDS HARMLESS ROANOKE PINBALL MUSEUM AND ITS AFFILIATES AND RELATED INDIVIDUALS FROM ANY AND ALL LIABILITIES, DAMAGES, LOSSES, EXPENSES, INJURIES, CLAIMS AND ACTIONS OF ANY KIND ARISING OUT OF OR RESULTING FROM PARTICIPATION IN THIS RAFFLE OR FROM ACCEPTANCE, USE OR MISUSE OF ANY PRIZE, INCLUDING WITHOUT LIMITATION, CLAIMS BASED ON DEATH, PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. By participating in this raffle, each participant further agrees that any and all disputes, claims, and causes of action arising out of or in connection with this raffle, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a state court within the state of Virginia. All issues and questions concerning the construction, validity, interpretation and enforceable of these official rules, or the rights and obligations of entrant and Roanoke Pinball Museum in connection with the raffle, shall be governed by, and construed in accordance with the laws of the state of Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether the state of Virginia or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the state of Virginia. Roanoke Pinball Museum reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of this raffle or any website related to this raffle, acting in violation of these official rules or acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods, and disqualify any entrant using any such method. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THIS RAFFLE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS RAFFLE MAY BE VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; ROANOKE PINBALL MUSEUM RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Roanoke Pinball Museum is not responsible for any incorrect or inaccurate information, whether caused by users of any website related to this raffle, by any of the equipment or programming associated with or utilized in this raffle or by any technical or human error which may occur in the processing of submissions in this raffle. Roanoke Pinball Museum assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of, any website related to this raffle or any technical failure or malfunction.

The Roanoke Pinball Museum and their choice of a distributor are not responsible for extending the warranty past the 90-day manufacturer warranty. Any parties in this transaction will not be responsible for any cost occurred after that warranty period.

Roanoke Pinball Museum is not responsible for any injury or damage to entrants' or to any other person's computer related to or resulting from participating in this raffle or use of any website related to this raffle. If, for any reason, this raffle is not capable of running as planned, including, without limitation, by reason of, infection by computer virus, bugs, worms, tampering, hacking, unauthorized intervention, fraud, technical failures, or any other causes which, in Roanoke Pinball Museum's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this raffle, Roanoke Pinball Museum reserves the right at its sole discretion to cancel, terminate, modify or suspend this raffle, and select winners from entries received prior to action taken, as Roanoke Pinball Museum, in its sole judgment, deems fair and in accordance with these official rules without notice to entrants. In

the event that this raffle is challenged by any legal or regulatory authority, Roanoke Pinball Museum reserves the right to discontinue or modify this raffle or to disqualify participants residing in any affected geographic areas. In such event, Roanoke Pinball Museum shall not have any liability to any participants who are disqualified as a result of such an action. IN NO EVENT WILL ROANOKE PINBALL MUSEUM AND ITS AFFILIATES AND RELATED INDIVIDUALS (EITHER JOINTLY OR INDIVIDUALLY) BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THIS RAFFLE, ANY PRIZES WON, ACCESS TO AND USE OF THE ROANOKE PINBALL MUSEUM'S WEBSITES OR THE DOWNLOADING OR COPYING FROM AND/OR PRINTING OF ANY MATERIAL OBTAINED FROM SUCH WEBSITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE ROANOKE PINBALL MUSEUM'S WEBSITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.