**BSW All Saints Health Foundation 2020 Lexus RX Raffle**

**Official Rules**

1. **Raffle and Sponsor:** Participation in the Baylor Scott & White All Saint Health Foundation Lexus Raffle benefiting the Joan Katz Cancer Research Center at Baylor Scott & White All Saints Medical Center(the “Raffle”) constitutes entrant’s full and unconditional agreement to these Official Rules. The Sponsor of the Raffle is Baylor Scott & White All Saints Health Foundation (the “Sponsor”), who will be conducting the Raffle and whose principal place of business is 1400 8th Avenue, Fort Worth, TX, 76104. All decisions related to, as well as all interpretations of, these Official Rules by Sponsor shall be final and binding. The Raffle is subject to all applicable federal, state and local laws and regulations and shall be void where prohibited or restricted by law. None of Saatchi & Saatchi North America, Inc. d.b.a. Team One Advertising (the “Prize Supplier”), the Dallas-Ft. Worth Lexus Dealer Association (“Lexus”) and their respective agents, shareholders, representatives, directors, officers, contractors, dealers, dealer associations and employees, successors and assigns shall be considered a conductor, offeror or promoter of the Raffle.
2. **Raffle Period**: The Raffle starts on September 30, 2019 and ends on January 25, 2020 or when the winner is identified (the “Raffle Period”).
3. **Eligibility:** The Raffle is open only to legal U.S. residents who:
* are at least eighteen (18) years of age as of the date of entry;
* reside in North and Central Texas;
* have a valid and current Texas driver’s license; and
* agree to comply with and be bound by these Official Rules.

Employees of Sponsor, Prize Supplier and the promotional agency of either Sponsor or Prize Supplier and the affiliate companies and suppliers of Prize Supplier and the promotional agency of Sponsor and Prize Supplier, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in or win the Raffle. The Raffle is void outside of the U.S. and where prohibited or restricted by law. By entering the Raffle you represent that you meet all eligibility criteria and agree to be bound by these Official Rules. Residency is verified by comparison of zip code at potential winner’s residence to a list of North and Central Texas zip codes—which list shall be provided upon request prior to entry.

1. **How to Enter:** To enter simply purchase a raffle ticket and provide all required information, along with full payment, to Sponsor. Raffle details are available on the ticket and where tickets are sold. The required entry information, payment, and your promise to be bound by these Official Rules is referred to herein as your “Submission.” You have not entered the Raffle until your Submission is received and accepted by Sponsor. Sponsor will have sole authority to sell and offer to sell tickets for the Raffle. The purchase price of a single Raffle ticket is $50.00. Entrants may be required to provide information to Sponsor personnel for identification and verification including, for example, their name, a government issued identification, address, telephone number and email address. To be eligible, Raffle tickets must be purchased during the Raffle Period. An entrant may enter as often as he or she wants, but all entry requirements must be met for each entry.
2. **Odds of Winning:** The odds of winning the Raffle prize will depend upon the number of entries. Maximum odds shall be 2,250 to 1.
3. **Winner Determination and Verification:** The potential winner will be selected by random drawing from among all entrants by selection of a winning Raffle ticket during the gala event taking place on January 25, 2020 in Fort Worth, Texas (the “Event”). The potential winner does not need to be present at the Event to win. All potential winners are subject to eligibility verification by Sponsor. An entrant is not a winner of any prize, even if notified of being a winner, unless and until the entrant's eligibility has been verified. Potential winners must continue to comply with all terms and conditions of these Official Rules, and eligibility is contingent upon fulfilling all requirements hereunder. Each potential winner will be notified by any reasonable means selected by Sponsor.

If a potential winner of any prize is disqualified for any reason, the prize will not be awarded to that potential prize winner and an alternative prize winner shall be identified and verified. Potential prize winners will be disqualified if they are deemed to be ineligible, or cannot be contacted or refuses to sign and return any requested Affidavit of Eligibility and Liability and Publicity Release within fourteen (14) days. Potential prize winners will also be disqualified if they fail to execute and return any documentation as may be required by any prize provider (e.g. to take possession or title to any prize). Documentation may include without limitation a valid driver’s license, evidence of legally-required insurance, and executed lease, tax, title or registration documents. The potential winner forfeits any right, title or interest in or to any prize if that potential winner is disqualified for any reason without recourse. In the event that a prize winner is disqualified for any reason, another entrant will be chosen and will be deemed the winner if such entrant fulfills all requirements hereunder. If for any reason the second potential winner is disqualified, then the process will be continued until the prize is awarded to a qualified entrant. Sponsor will identify a potential winner during the Event, and will attempt to verify the potential winner's eligibility within a period of five (5) days or select an alternative potential winner within a reasonable time thereafter. Winners may be announced or featured in Sponsor or Prize Supplier’s marketing and advertising materials(at Sponsor’s sole discretion).

Once Sponsor determines that a potential winner is eligible, the prize will be awarded to the winner within thirty (30) days; provided, however, that the Prize Vehicle shall only be delivered within or around the metropolitan area of Baylor Scott & White All Saints Medical Center at Fort Worth. The winner must personally retrieve the Prize Vehicle within thirty (30) days of written notification of delivery of the Prize Vehicle.

1. **Prize:** The Raffle winner will receive a 2020 Model Year Lexus RX (the “Prize Vehicle”) valued at approximately $45,000; provided, however, that if a suitably-equipped model of the Prize Vehicle is not available at the time of Sponsor's requested delivery date pursuant to the terms hereunder, a same or subsequent model year Lexus vehicle of equal or greater value as determined by comparing the MSRPs of the vehicles will be substituted. The winner shall bear all risk of loss or damage to the Prize Vehicle after it has been delivered to the specified delivery site. In the event there are no entries, no prize will be awarded. The depiction of the Prize Vehicle in any advertising or promotional materials or physical display may not reflect the actual vehicle delivered to the winner.

Prize limitations include the following: No more than the stated number of prizes will be awarded. Any prize details not specified above will be determined by Sponsor at its sole discretion. The prize is not transferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor, who reserves the sole right to substitute a prize pursuant to the first paragraph of this Section 7. The winner shall be responsible for all taxes, license, title and registration fees or other costs, including without limitation any travel or transportation costs, associated with transferring and/or winning of the Prize Vehicle.

1. **Limitations of Liability:** By entering this Raffle each entrant agrees to release and hold harmless Sponsor, Prize Supplier, Lexus and their respective subsidiaries, affiliates, vendors, advertising or promotional agencies, distributors, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of such entrant’s participation in the Raffle or the receipt, use or misuse of any prize. The Released Parties are not responsible for: (1) technical failures of any kind, (2) any incorrect or inaccurate information, whether caused by entrants, printing or computing errors or by any of the equipment or programming associated with or utilized in the Raffle; (3) unauthorized human intervention in any part of the entry process or the Raffle; (4) technical or human error which may occur in the administration of the Raffle or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Raffle or receipt or use or misuse of any prize; provided, however, that Lexus shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner’s Guide for the Prize Vehicle. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Raffle.
2. **Grant of Rights in Likeness:** Acceptance of a prize constitutes permission for Sponsor, Prize Supplier and/or their designees to use the winner’s name, address, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner to the extent permitted by law.
3. **Suspension:** Sponsor reserves the right to cancel, suspend and/or modify the Raffle Period, or any part of it, if any fraud, technical failure or other factor beyond Sponsor’s reasonable control impairs Sponsor’s ability to properly conduct the Raffle, as determined by Sponsor in its sole discretion including, without limitation, any termination of rights or affiliation with Prize Supplier or Lexus. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be in violation of these Official Rules. Any attempt to undermine the operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term contained in these Official Rules shall not constitute a waiver of that provision.
4. **Disputes:** Except where prohibited, entrant agrees that: (1) 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 exclusively by the appropriate federal or Texas State Court located in Tarrant County, Texas; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys’ fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Raffle, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**Entrant's Personal Information:** Information collected from entrants may be subject to Sponsor’s privacy policy which can be found at [www.bswhealth.com/PrivacyPatientRights/](http://www.bswhealth.com/PrivacyPatientRights/)OnlinePolicies/Pages/PrivacyPolicy.aspx