

2019 50/50 RAFFLE Official Rules

Special Olympics Oregon, a charitable partner of the Portland Timbers (the “Timbers”) and Thorns FC (the “Thorns”) and a Section 501(c)(3) tax-exempt organization (“Raffle Licensee”), is operating a single-prize chance drawing (“Raffle”) to be conducted at select Timbers and Thorns home games (“Game”) played between the dates of June 1, 2019 and December 31, 2019 (the “Raffle Period”), at PROVIDENCE Park (the “Stadium”), 1844 SW Morrison, Portland, Oregon 97205, during a time period at each Game (the “Entry Period”) beginning 2 hours prior to the time gates open to the public for that particular Game and ending at the time of the 65th minute of that Game. If for any reason the Entry Period for a particular Game commences but the Game gets postponed or cancelled prior to the 65th minute, then the Entry Period shall be deemed to have ended at such time as an announcement is made by the Timbers/Thorns over the Stadium’s Public Address System that the Game has been postponed or cancelled, and the drawing will be held at such time later that date as the Raffle Licensee shall determine in its sole discretion. A list of Games scheduled to be played at the Stadium during the Raffle Period and the time gates open to the public for each Game are available at <http://www.timbers.com> or by telephone at (503) 553-5400 regular business hours.. Game dates and times and gate opening times are determined in the sole discretion of the League Office and/or the Portland Timbers, as applicable, and are subject to change. If a scheduled Game is not played for any reason, there will be no Raffle conducted on the date of that Game.

ELIGIBILITY: At time of entry, entrants must be at least 18 years of age. Entrants must be a legal resident of the United States of America or Canada. Raffle Licensee has the right to request photo identification from any person desiring to enter the Raffle. Raffle is void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Employees of Raffle Licensee and members of their immediate family and residents of their household are not eligible to enter. “Immediate family” includes only an employee’s spouse, parents, children and employee’s siblings living in the same household.

TO ENTER: To enter, an eligible entrant must purchase and receive in person during the Entry Period from a designated representative of Raffle Licensee an official raffle ticket (“Ticket”) for the Raffle to be conducted at that particular Game. Each Ticket will bear a unique identification number (“Ticket Number”) and those numbers shall be used to determine the winner of the Raffle. Tickets may only be obtained for the Raffle to be held at the Game on that date and may not be obtained for future Raffles. The total amount of all Ticket purchases made during the Entry Period at that particular Game in connection with the receipt of Tickets, as determined by the Raffle Licensee in its sole discretion, being hereinafter referred to as the “Raffle Proceeds”. Tickets may be obtained only at the Stadium during the Entry Period. Tickets will be available during the Entry Period the 5050 kiosk by Gate F inside the Stadium. Tickets also may be obtained from designated representatives of Raffle Licensee who will be circulating from time to time throughout the Stadium during the Entry Period. Raffle Licensee also may elect from time to time to designate other location(s) at which Tickets may be obtained during a particular Entry Period to be available at the 5050 kiosk.

DRAWING AND NOTIFICATION OF PRIZE WINNER: The potential winner of the Raffle “Grand Prize” (as that term is defined hereinafter) will be selected by random drawing from all eligible entries received during the applicable Entry Period, with the drawing to be held at the 5050 kiosk, and the winning Ticket Number (“Winning Number”) announced over the Stadium’s Public Address System and shown on the Stadium Scoreboard (collectively, the “Notifications”), at approximately the 70th minute of the Game being played at the Stadium on that date. The holder (“Raffle Winner”) of the ticket (the “Winning Ticket”) bearing the Winning Number will be directed via the Notifications to bring the Winning Ticket to the 5050 Kiosk after the time the Notifications are made. Entrants need not be present to win. The Winning Number for each Raffle shall be posted (“Website Posting”) at <http://www.timbers.com/stand-together/5050> on the day immediately following the Game at which the particular Raffle was held and shall remain posted throughout the “Claims Period” (as that term is defined hereinafter) or can be obtained by calling (503) 553-5400 during the Raffle Licensee’s business hours and asking to speak to a representative from Stand Together.

In order to be eligible to claim the Grand Prize, the Raffle Winner must deliver the Winning Ticket to a Sponsor Representative during the Sponsor Business Hours at the Stadium within the time period (the "Claims Period") that ends at the close of Sponsor Business Hours on the date that is three hundred and sixty five (365) days after the Raffle was held with respect to which the Raffle Winner has the Winning Ticket (provided, however, that if such three hundred and sixty fifth day falls on a Saturday or a Sunday, then the Claims Period shall be extended such that the Raffle Winner shall have until the end of Sponsor Business Hours (The Portland Timbers business hours for claiming the prize: Mon-Fri 10:00am-4pm at Gate F (shipping and receiving), located on SW 20th and Morrison outside the stadium) on the Monday immediately following such three hundred and sixty fifth day to deliver the Winning Ticket to a Sponsor Representative at the Stadium in order to be eligible to claim the Grand Prize). Any transportation required for the Raffle Winner to make delivery of the Ticket shall be the Raffle Winner's sole responsibility and will not be furnished or paid for by Raffle Licensee. Upon presentation of the Winning Ticket to Raffle Licensee during the Claims Period and verification by Raffle Licensee that it bears the Winning Number and is the authentic Winning Ticket (with the date upon which the Winning Ticket is presented to Raffle Licensee being hereinafter referred to as the "Delivery Date"), the Ticket will be retained by Raffle Licensee, the Raffle Winner shall provide his or her photo identification and one other form of identification as noted below, mailing address ("Mailing Address") and telephone number, and Raffle Licensee shall provide the Raffle Winner with written verification that he or she has won the Raffle. The Raffle Winner will be required to execute and deliver to Raffle Licensee an Affidavit of Eligibility and Liability/Publicity Release provided by Raffle Licensee and in a form acceptable to Raffle Licensee in its sole discretion and a W-9 tax form (and the Winner must provide Raffle Licensee with two forms of identification satisfying the IRS requirements necessary to complete the annual W-2G form) at the time the Raffle Winner delivers the Winning Ticket to Raffle Licensee. Upon compliance with the foregoing provisions, Raffle Licensee will award prize if the winning amount is less than \$5,000 then a check will be mailed; any amount exceeding \$5,000 will be in the form of a pre-paid, non-cash gift card or pre-paid credit card, less the "Withholding Amount" (as that term is defined hereinafter), if any, to the Raffle Winner at the Mailing Address within thirty (30) days after the Delivery Date. If the Grand Prize was more than \$600, the Raffle Winner will receive on or before January 31st of the immediately following calendar year a W-2G federal income tax form setting forth the amount of the Grand Prize and the Withholding Amount (if any).

Raffle Licensee will award the Grand Prize only upon verification of the Raffle Winner and the Winning Ticket in Raffle Licensee's sole discretion. Decisions by Raffle Licensee as to Raffle Winner eligibility and acceptance or disqualification will be final and binding. If the potential winner has not complied with these Official Rules, including the delivery of the Winning Ticket, the provision of his or her photo identification and another acceptable form of identification, Mailing Address and telephone number, and the execution of the Affidavit of Eligibility and Liability/Publicity Release and W-9 tax form during the Claims Period, the Grand Prize will be forfeited and shall be retained by Raffle Licensee. In the event the potential winner does not accept the Grand Prize, is disqualified for any reason or fails to comply with these Official Rules, the Grand Prize will be forfeited and shall be retained by Raffle Licensee. Upon prize forfeiture, no compensation will be given to the potential winner. Failure of any potential winner to sign any requested document or failure of any potential winner to comply with any terms in these Official Rules may disqualify the winner in the Raffle Licensee's sole discretion and the potential winner may forfeit the Grand Prize.

If no one presents the Winning Ticket to Raffle Licensee prior to the end of the Claims Period in accordance with the procedures set forth above, the Grand Prize will be forfeited and shall be retained by Raffle Licensee. The Grand Prize will not be awarded to any other person. Raffle Licensee will not be required to attempt to notify or locate the holder of the Winning Ticket in any manner other than by making the Notifications and making the Website Posting. Raffle Licensee also will not be responsible if the holder of the Winning Ticket leaves the Game before the Notifications are made, is not in his or her seat when the Notifications are made, does not hear or see the Notifications, does not check the Website Posting or call the Raffle Licensee Telephone Number, is otherwise unaware that he or she has the right to collect the Grand Prize or does not present the Winning Ticket at one of the designated locations within the required time as set forth in these Official Rules. If the holder of the Winning

Ticket attempts to deliver the Winning Ticket to Raffle Licensee and collect the Grand Prize at a later time or date, he or she will be notified that the Grand Prize has been forfeited.

GRAND PRIZE: The holder of the winning Ticket shall be entitled to receive, upon compliance with these Official Rules: fifty percent (50%) of the total jackpot (the "Grand Prize"). Raffle Licensee is required by law to withhold and remit to the Internal Revenue Service on the Winner's behalf an amount equal to twenty-five percent (25%) of the Grand Prize (such amount being referred to herein as the "Withholding Amount") if the Grand Prize is greater than \$5,000 and if the Winner is a citizen or resident alien of the United States with a Social Security Number (different rules as promulgated by the Internal Revenue Service apply for nonresident aliens and for resident aliens and citizens of the United States who do not have a Social Security number).

PRIZE RESTRICTIONS AND ODDS: The Grand Prize is not transferable or assignable and cannot be substituted for another prize. Any and all taxes, fees, and other costs including but not limited to federal and, if applicable, state and local income and withholding taxes that may arise and be due or asserted on the value of the Grand Prize are the sole responsibility of the Raffle Winner. Odds of winning depend on the number of eligible entries received.

PUBLICITY RELEASE: The Raffle Winner agrees that acceptance of the Grand Prize grants to Raffle Licensee and the Timbers the right to print, publish, broadcast, and use world-wide, in any media now known or later developed at any time or times, the winner's name, portrait, picture, voice, likeness, and biographical information for any purpose, including but not limited to in advertisements, publicity, and other communications without additional compensation, except where prohibited by law.

RELEASE: As a condition of entering the Raffle, and by accepting a Ticket, each entrant agrees that: (1) under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than actual out-of-pocket expenses, if any; (2) all causes of action arising out of or connected with the Raffle or any prizes awarded shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and costs. BY ENTERING THE RAFFLE, THE RAFFLE WINNER AGREES TO RELEASE, DISCHARGE AND HOLD HARMLESS SPECIAL OLYMPICS OREGON, PORTLAND TIMBERS COMMUNITY FUND, PORTLAND TIMBERS, PORTLAND THORNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE RAFFLE OR THE ACCEPTANCE, USE, MISUSE, NON/USE, OR POSSESSION OF THE GRAND PRIZE, OR ANY PRIZE-RELATED ACTIVITY.

DISCLAIMER: Raffle Licensee is not responsible for any errors, which may occur in connection with the administration of the Raffle, the processing of entries, the Notifications or the Website Posting, any other announcements or telephone or in-person conversations relating to the Raffle or in any Raffle-related materials. The Raffle Licensee reserves the right, in its sole discretion, to terminate, modify, or suspend any Raffles should Raffle Licensee determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control have corrupted or affected the administration, security, fairness or proper conduct of the Raffle. In such case, the Raffle Licensee will select the Winning Number from all eligible entries received prior to the aforesaid action taken by the Raffle Licensee. Raffle Licensee is not responsible for, and reserves the right to correct, typographical, clerical or printing errors in any Raffle-related materials, including these Official Rules. Raffle Licensee is not responsible or liable for any events beyond the control of Raffle Licensee which may cause the Raffle to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries, nor is Raffle Licensee responsible for any failure of any Ticket to be delivered on account of technical problems or human error, or any combination thereof. Raffle Licensee may exclude, disqualify or terminate participation in the Raffle to any

entrant who, in Raffle Licensee's sole discretion: (a) ignores these Official Rules; (b) acts in a manner Raffle Licensee determines to be not fair; (c) acts with an intent to annoy, threaten or harass any other entrant or the Raffle Licensee; (d) acts in any other disruptive manner; or (e) tampers with the entry process. Raffle Licensee will not replace any lost, mutilated, or stolen Tickets. Raffle Licensee reserves the right to make changes in the rules of the Raffle, which changes will become effective upon publication of revised Official Rules at <http://www.timbers.com/stand-together/5050>.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF ANY RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, RAFFLE LICENSEE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW AND JURISDICTION: Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants, the potential winner and Raffle Licensee in connection with any 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 or provisions (whether of the State of Oregon or any other jurisdiction) that might otherwise cause the application of the laws of any jurisdiction other than the State of Oregon. Any action seeking legal or equitable relief arising out of or relating to any Raffle or these Official Rules shall be brought only in the courts of the State of Oregon located in Multnomah County.

WINNER'S IDENTITY: For the name of the Grand Prize winner of any of the Raffles, send a self-addressed stamped envelope to Special Olympics Oregon , Attn: 50/50 Raffle, 8313 SW Cirrus Drive, Beaverton, OR 97008
RAFFLE LICENSEE: The Raffle Licensee of the Raffle is Special Olympics Oregon, 8313 SW Cirrus Drive, Beaverton, OR 97008. A copy of these Official Rules is available at the 5050 kiosk during the Entry Period at each of the Games, at the aforesaid office address during the Portland Timbers Business Hours (which are Monday through Friday, 10:00 A.M. PST to 4:00 P.M. PST), at www.timbers.com/stand-together/5050, and will be sent by mail if request is accompanied by a self-addressed, stamped envelope.