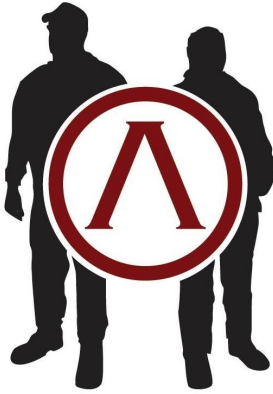


***You must read, agree to the legal terms of the DSF 2024 All American Caliber raffle and by submitting a donation for this raffle you are agreeing to these rules.***



## 2024 DUSKIN & STEPHENS FOUNDATION RAFFLE

### OFFICIAL RULES

By participating in the Raffle, entrants agree to be bound by these Official Rules and by the decisions of the Duskin & Stephens Foundation (the “Foundation”), which shall be binding and final as to all matters related to the Raffle. Official Rules are available online at [www.duskinandstephens.org](http://www.duskinandstephens.org). The address at which the Foundation may be contacted is 26 Pinecrest Plaza # 316, Southern Pines, North Carolina 28387-4301. This Raffle is conducted pursuant to North Carolina law, and is void outside of the permitted areas of participation and where prohibited.

**RAFFLE DATE AND PERIOD:** Individuals that are eligible to enter the Raffle as provided in these Official Rules (each an “Entrant”) may purchase Raffle tickets online at [www.duskinandstephens.org](http://www.duskinandstephens.org) beginning April 1, 2024 and ending on May 23, 2024 (before the time of the Drawing).

**HOW TO ENTER:** Entrants may purchase raffle tickets by visiting the Foundation’s website, [www.duskinandstephens.org](http://www.duskinandstephens.org), and clicking on the raffle web page. Once an Entrant agrees to these Official Rules and verifies age and residence, he or she will be directed to the website of OneCause.com, Inc.,

www.OneCause.com, which administers the Raffle. The Entrant will then follow the instructions for purchasing raffle tickets that are provided by OneCause.com. Residency status within the permitted areas of participation for eligibility purposes will be determined by an Entrant's certification of his or her residence. To be valid, a raffle ticket must be purchased by following the instructions provided on the [www.duskinandstephens.org](http://www.duskinandstephens.org) and [www.OneCause.com](http://www.OneCause.com) websites. The purchaser of the online Raffle tickets will be considered the lawful owner of the online Raffle ticket. All Raffle ticket purchase requests are subject to verification by the Foundation, and no sale is final until the Raffle ticket purchase order is accepted by the Foundation.

**ELIGIBILITY TO ENTER:** Raffle tickets may be purchased only by persons who are at least 21 years of age as of the purchase date. 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**.

**PRIZE ELIGIBILITY:** The prize awarded in the Raffle is a firearm. By entering the Raffle, an Entrant represents and warrants that he or she is permitted to possess a firearm according to federal, state, and local law as those laws apply to him or her. Entrant agrees that he or she cannot take possession of the firearm until has satisfied the applicable government transfer process in-person at the as set forth in these rules. The Entrant further agrees that he or she is solely responsible for his or her compliance with all applicable federal, state, and local laws. Receipt of the prize is **PROHIBITED IN CERTAIN JURISDICTIONS** and this Raffle is **VOID IN THOSE JURISDICTIONS**.

**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 \$25.00. Raffle tickets will be available for purchase online by eligible persons (see "ELIGIBILITY TO ENTER" above).

**NUMBER OF RAFFLE TICKETS:** There is no maximum number of tickets that will be sold.

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

PRIZE: There will be one (1) prize (the "Prize") awarded to the Official Winner. The Prize to be awarded is one (1) Daniel Defense® DD5V4 Hunter, one (1) Vortex® Razor® HD GEN II 4.5-27x56 FFP, and one (1) Vortex® Precision Match 34mm Ring Set. The approximate retail value ("ARV") is \$4,605.

Official Winner must be able to pass a federal background check. No substitutes. Except for the cost of the Prize, all expenses and costs, related to accepting and/or using the Prize, are the sole responsibility of the Official Winner, including any cost charged by the dealer for processing the transfer in compliance with federal, state, and local laws. Any difference between the ARV and the actual value, if any, will not be awarded. No assignment, transfer, conversion to cash or cash redemption or substitution of a Prize is permitted, although the Foundation expressly reserves the right to substitute a Prize with an item of comparable or greater value should the Prize become unavailable. All Prize details are at the sole discretion of the Foundation.

If Potential Winner or Official Winner (defined below) cannot accept the prize at the date and time it is offered, the winner will be disqualified, and, in the discretion of the Foundation, a new winner will be selected. All net proceeds of the Raffle will benefit the Foundation. The prize will be awarded subject to the terms and conditions of these Official Rules. The Foundation will contact the Potential Winner 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 the Foundation. If the Foundation is unable to contact the Potential Winner within ten (10) business days after the date of the Drawing, such Potential Winner will be disqualified and a new Potential Winner may be selected at the sole discretion of the Foundation. The Foundation reserves the right, in its sole discretion, if 500 Raffle tickets are not sold, to convert the Raffle to a 50/50 raffle, whereby one winner will be awarded one-half of the gross proceeds of all Raffle ticket sales.

**NO TRANSFER OF RAFFLE TICKETS:** 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 resell or purchase resold Raffle tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the prize.

**DRAWING:** The Potential Winner will be selected in a random drawing from eligible Entries received (the "Drawing"). The Potential Winner need not be present to win. The Drawing will be held on May 23, 2024. If 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 will be posted on the Foundation's website and on OneCause.com within 48 hours of the Drawing and will remain posted on the website for 30 calendar days. The Potential Winner will be contacted, using the contact information associated with the Raffle ticket purchase, by the Foundation within ten (10) business days.

**DETERMINATION OF OFFICIAL WINNERS:** The Foundation shall have the sole discretion to determine whether a Potential Winner is an official winner of the prize (an "Official Winner"). The Foundation's determination of an Official Winner shall be final and binding. To become an Official Winner: (1) the 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 the Foundation in its sole judgment; (2) the Potential Winner's identity, residence and winning ticket must be verified by the Foundation; (3) the Potential Winner must execute and return to the Foundation an affidavit of eligibility and release on a form to be provided by the Foundation before the prize is awarded; (4) the Potential Winner must provide the Foundation with all tax identification information required by federal, state or local law; and (5) the Potential Winner must agree to arrange shipping of the prize to a licensed federal firearms dealer ("FFL"), whose license permits the FFL to transfer firearms to individuals. If for any reason whatsoever the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if the Foundation 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 the Foundation determines, in its sole judgment, was stolen, resold,

unissued, ineligible, altered or counterfeited in whole or in part, defective, printed in duplicate or printed in error will be void. The Official Winner is solely responsible for any and all costs, fees, taxes, or expenses associated with the prize award. If applicable, the 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, the Foundation shall determine the identity of the Potential Winner in its sole discretion. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more 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.

**SHIPMENT OF THE PRIZE:** The Official Winner is solely responsible for arranging for shipping of the prize and paying for shipment. To arrange for shipment, the Official Winner must provide the Foundation the name, address, and phone number of a FFL located in the Official Winner's state of residence. The FFL selected by the Official Winner must have a federal firearms license that permits the FFL to transfer firearms to individuals. The Official Winner must retrieve the prize at the physical location of the FFL. Title to the prize shall remain with the Foundation, and shall not legally pass to the Official Winner, until the Official Winner has completed a successful background check, any necessary paperwork, and / or other requirements as required by the FFL and / or relevant law, and the FFL has, in its sole discretion and authority, released the prize to the Official Winner. In the event that a successful background check is not completed, the Official Winner fails to complete any paperwork or other steps necessary for the release of the prize to the Official Winner from the FFL, or the Official Winner is unable to take delivery of the prize from the FFL for any other reason, the prize will be forfeited. In such circumstance, the FFL shall return the prize to the Foundation. The Official Winner bears all risk of loss with respect to the prize, including loss due to theft, from the time of the Foundation's determination of an Official Winner to the time of the FFL's release, or refusal to release, the prize to the Official Winner. The Foundation is not responsible for the policies or procedures, or the actions, of the FFL to which the prize is shipped, and shall have no liability to the Official Winner or to anyone else arising out of any such policies, procedures, or actions, including without limitation the FFL's refusal to release

the prize to the Official Winner. Questions regarding any such policies or procedures must be directed to the FFL, and not to the Foundation.

**OFFICIAL RULES AND TERMS OF USE OF ONECAUSE.COM:** Entrants agree that these Official Rules govern the Raffle. The website OneCause.com contains terms of use, which govern Entrants' use of that website. To the extent that the terms of use of OneCause.com conflict with the Official Rules, Entrants agree that the Official Rules supersede and solely govern the relationship between Entrants and the Foundation.

**GENERAL CONDITIONS:** The Indemnitees (defined below) 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 the prize. If any portion of the Raffle is compromised, in the sole judgment of the Foundation, by Errors or unauthorized activity or other causes which, in the sole judgment of the Foundation, corrupt or impair the administration, security or fairness of the Raffle, or the proper submission or capture of Entries each, a "Compromising Event", then the Foundation 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 Compromising Event. The amount of the net proceeds from the sale of Raffle tickets shall be as determined by the Foundation in its sole discretion, and is calculated as gross ticket sales revenue less sums expended for prizes. All Entry purchases shall be final, and no refunds or replacements will be issued by the Foundation. The Foundation

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, the Foundation reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Foundation's 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. The Foundation has sole and final decision on admissibility of entries and the determination of the Official Winner. This Raffle is not sponsored, endorsed, or administered by or associated with Facebook, Instagram, Twitter or LinkedIn.

**FORCE MAJEURE:** The Foundation reserves the right, in its sole discretion, to terminate, modify or suspend the Raffle if, in Foundation's sole opinion, the Raffle is not capable of running as planned by reason of factors beyond the Foundation's reasonable control (including but not limited to acts of God, weather, pandemic, and order of governmental authority) and those factors affect the administration, security, fairness, integrity, or proper conduct of the Raffle.

**INDEMNIFICATION:** By entering, each Entrant agrees to abide by and be bound to these Official Rules, and to indemnify, defend, and hold harmless: The Foundation, OneCause.com, Inc. 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 "Indemnatee" and collectively, the "Indemnitees") 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) an Entrant's participation in the Raffle or winning the prize, and (ii) on Entrant's acceptance, possession, misuse or use of the prize.

**LIMITATION OF LIABILITY:** An Entrant's sole and exclusive remedy for any Indemnatee'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 Indemnatee 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 the Foundation and the designees and affiliates of the Foundation, including OneCause, 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.

**INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to patents, trademarks, copyrights, and trade secrets, are the property of its respective owners, and may not be used except with express written consent of the owners of that intellectual property.

**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 state court located in Moore County, North Carolina or the United States District Court for the Middle District of North Carolina; (b) each participant submits to the personal jurisdiction of the courts in the State of North Carolina for any such dispute and irrevocably waives any and all objections to such jurisdiction; (c) under no circumstances will a participant be permitted to obtain awards for punitive, incidental or consequential damages and any other damages, to have damages multiplied or otherwise increased, or to recover attorney's fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants or the Foundation in connection with the Raffle shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules. 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, 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.

Winner List. For the name of the Official Winner, send a self-addressed, stamped envelope to the Duskin & Stephens Foundation at 26 Pinecrest Plaza # 316, Southern Pines, North Carolina 28387-4301. The Winner's name will also be posted on the Foundation's website.