

My Shot at Epilepsy Raffle Rules & Regulations

The 2021 My Shot at Epilepsy Raffle ("Raffle") is conducted by Citizens United for Research in Epilepsy d/b/a CURE Epilepsy, a not-for-profit charitable organization. The Raffle is conducted pursuant to the Illinois Raffles and Poker Runs Act, 230 ILCS 15/0.01 et seq., and applicable municipal ordinances, to raise funds for ongoing charitable purposes, and is void where prohibited or restricted by law. The Raffle's official rules and regulations (the "Official Rules") are set forth below. By purchasing a Raffle ticket (a "Ticket"), the purchaser acknowledges that he or she is aware of, and agrees to be bound by, these Official Rules and CURE Epilepsy's interpretation of any such Official Rules. CURE Epilepsy shall be responsible for interpreting and applying the Official Rules. CURE Epilepsy's interpretation and application of the Official Rules shall be final.

1. Eligibility. Any individual who is a legal resident of the United States and 18 years of age or older at the time of the purchase of the Ticket is eligible to enter the Raffle. All Tickets for the Hamilton Ticket Raffle must be purchased by 11:59 p.m. CST on August 11, 2021, to be eligible for the drawing of the Raffle Prize.

Employees of CURE Epilepsy (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Raffle.

2. Tickets.

(a) Price. All Tickets may be purchased as follows: (25) Entries for \$25, (100) entries for \$50, (200) entries for \$100, (500) entries for \$250, (1,000) entries for \$500, or (2,000) entries for \$1,000. Each entry is eligible to win the raffle prize detailed below.

(b) Quantity. There is no limit on the number of Tickets that an eligible individual may purchase.

(c) Limited Time. No Tickets will be sold after 11:59 a.m. CST on August 11, 2021.

(d) Tickets. Each Ticket will be comprised of an entry form that shall contain the Entrant's identifying information, which shall be retained by CURE Epilepsy (the "Ticket Entry Form"), and a ticket stub, which will be returned to the Entrant (the "Ticket Receipt").

(e) Payment. Tickets will not be eligible for entry into the Raffle until payment is received for the Ticket. Ticket Entry Forms must include payment of the Ticket price by Apple Pay, Google Pay, PayPal or credit card (Visa, MasterCard, Discover or American Express). CURE Epilepsy reserves the right to declare void any Ticket that is submitted without proper payment or payment that does not constitute "good funds". Such Ticket may not be declared void if the non-sufficient declined credit card is replaced with good funds before August 15, 2021, at 11:59 pm CT. An administrative fee of \$30.00 will be assessed for declined credit cards.

(f) Raffle Entry. Each Ticket for which valid payment is received shall constitute an entry into the Raffle, and the name of the individual on the Ticket Entry Form shall be a Raffle entrant (an

"Entrant"). Only one (1) eligible individual may be entered into the Raffle per Ticket sold. If the name of more than one (1) individual is provided on a Ticket Entry Form and that Ticket is selected as a winning ticket, then the individual named first will be deemed as the holder of record of that Ticket and declared the winner. The division of any prize among a group of persons purchasing a Ticket in common shall be the sole responsibility of the individual named as the holder of record of that Ticket should that Ticket be selected as a winner. CURE Epilepsy is not responsible for resolving any disputes that may arise from different individuals listed on a winning Ticket. Tickets are only valid for the drawing that is listed on the Ticket.

(g) No Refunds or Replacements; Non-Transferable. All Ticket purchases shall be final, and no refunds or replacements will be issued by CURE Epilepsy. All Tickets are non-transferable.

(h) Lost, Stolen, or Damaged Tickets or Ticket Receipts. CURE Epilepsy shall not be responsible for nor shall have any liability whatsoever for Tickets or Ticket Receipts that are lost, stolen, or damaged to the point of illegibility. Tickets and Ticket Receipts will be void and applicable. Prizes may not be claimed if there is proof the Ticket or Ticket Receipt was stolen, unissued, ineligible, altered, counterfeit (in whole or in part), defective, printed in duplicate or printed/produced in error. Unauthorized individuals copying, selling, or altering Tickets or Ticket Receipts are subject to prosecution. CURE Epilepsy shall have sole discretion in determining the validity and eligibility of all Tickets and Ticket Receipts.

(i) Disqualification. Entrants will be disqualified, at the sole discretion of CURE Epilepsy, if attempts are made to disrupt the Raffle or circumvent the Official Rules. If the above occurs, CURE Epilepsy reserves the right to remedy any such action, disruptions, or circumvention in a manner, determined solely by CURE Epilepsy that is fair and equitable to all Entrants.

3. Prizes. The Raffle includes one (1) main prize package (the "Prize") comprised of as follows: 1) Two (2) tickets to the Dress Rehearsal production of *Hamilton* in New York City on September 12, 2021, 2) Meet and Greet with Miguel Cervantes and Tamar Greene after the Dress Rehearsal at a location that will be shared with the winner before the meeting, 3) dinner for two (2) on Saturday night September 11, 2021 at Oceana in New York City or equivalent restaurant (value not to exceed \$300, including taxes and 20% gratuity; any expenses over \$300 are the responsibility of the winners, and must be paid directly to the restaurant), 4) hotel accommodations for two (2) on Saturday September 11, 2021 and Sunday September 12, 2021 at the Intercontinental Times Square Hotel or equivalent, which includes room cost plus taxes and fees; all incidentals including food and beverage are the responsibility of the winners and must be paid directly to the hotel, and 5) air travel on American Airlines for two (2).

Prize(s) are subject to availability and CURE Epilepsy may substitute, at its sole discretion, any Prize with another prize of equal or greater value. For purposes of this Section 3, the value of tickets to sporting, theater, musical performance, or public entertainment, events shall mean the face value of such ticket.

Air travel into New York City on September 11, 2021, and out of Chicago on September 13, 2021, will be in the form of American Airlines air miles and will be available to all winners who live beyond a one-hundred-mile radius of the Richard Rogers Theatre located at 226 W 46th Street, NY, NY 10036.

Winners are solely responsible for any additional expenses not expressly stated in the prize description above including, but not limited to sales tax, service charges, tips, and any other

personal charges, food and beverage, insurance, incidental travel or additional costs due to reserving any higher priced package or any fee applied as a result of a change in the reservation, international travel, etc. Additional restrictions may apply.

3. Odds. The odds of winning a Prize depend on the number of Raffle Tickets purchased for the drawing.

4. Prize Drawing. The Raffle will take place on Monday August 16, 2021. Drawings of Raffle Prizes shall be conducted by a CURE Epilepsy representative. Entrants need not be present to win. The winning Ticket will be selected at random. The winners will be notified via email or phone, pending information on Ticket Entry Form, on August 16, 2021. A copy of the list of winning Entrant and of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: CURE Epilepsy 420 N. Wabash, Ste. 650 Chicago, IL 60611. Requests must be received within thirty (30) days of the close of the Raffle.

5. Notification of Winners. The winning Entrant shall be notified by e-mail or by telephone according to the contact information provided to CURE Epilepsy on the Ticket Entry Form on Monday, August 16, 2021. If a winning Entrant cannot be located, after reasonable attempts by CURE Epilepsy to make contact using the information on the Ticket Entry Form, within a period of seventy-two (72) hours from the Draw Date, that winning Entrant forfeits his or her right to claim the applicable Prize and the Prize will be retained by CURE Epilepsy for charitable use. It is the Ticket purchaser's responsibility to provide a valid and deliverable phone number and e-mail address on the Ticket Entry Form for notification purposes. No other winners will be selected for the Prize(s).

6. Claiming Prizes. CURE Epilepsy retains all rights in the Prize until the winning Entrant signs and delivers to CURE Epilepsy: (a) a sworn affidavit of eligibility in accordance with these Official Rules and applicable law, including, without limitation, proof of age; (b) such information as is required by any applicable tax laws, including, without limitation, his/her Social Security Number; (c) proof of identity in forms satisfactory to CURE Epilepsy showing that the individual claiming the prize is the same individual who is named on the winning Ticket; (d) a W-2G, Form 5754 or similar tax form for tax withholding purposes when requested by CURE Epilepsy in accordance with applicable tax laws, (e) payment of required federal, state, and local tax withholdings or authorization for CURE Epilepsy to withhold any such tax from a Prize, and (f) any other documents supplied by CURE Epilepsy (collectively, the "Prize Claim Documents"). In the event that the winning Entrant (a) does not notify and present the winning Ticket Receipt to CURE Epilepsy within the required time, (b) does not sign and deliver the Prize Claim Documents, or (c) refuses the Prize, he or she forfeits his or her right to claim the Prize and the Prize will be retained by CURE Epilepsy for charitable use. All costs and expenses associated with claiming the Prize are the responsibility of the winning Entrant.

7. Taxes on Prizes. The winning Entrant is responsible for any and all federal, state, and local taxes of any kind by any name including fees, assessments and like charges associated with the Prize. The winning Entrant will be responsible for any or all delivery fees and/or are responsible for retrieval of the Prize. The value of the winnings of a winning Entrant is considered taxable income. Each Entrant is advised to consult with financial advisors with respect to tax liabilities that may arise from winning a Prize in this Raffle. The IRS has taken the position that amounts

paid for chances to participate in lotteries, raffles, or similar programs are not gifts and therefore, the price of entry does not qualify as a deductible charitable contribution.

8. Cancellation/Termination of Raffle. By purchasing a Ticket and choosing to participate in the Raffle, each Entrant acknowledges and agrees that CURE Epilepsy has the right, in its sole discretion, to elect not to proceed with the Raffle for any reason whatsoever or for no reason, and in such event, Entrant's sole and exclusive remedy shall be to receive a refund of the full price paid by such Entrant for each Ticket purchased, without interest.

9. Publicity Release. The winning Entrant, by accepting a Prize, grants CURE Epilepsy and its designees and affiliates full permission, except where legally prohibited, to use such Entrant'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 in perpetuity. The winning Entrant shall execute all documents that CURE Epilepsy may require to be signed in connection with this publicity release.

10. No Guarantee of Marketability. CURE Epilepsy makes no guarantee that any Prize winner will be able to sell a Prize for value, nor is there any guarantee that the Internal Revenue Service (IRS) will accept that value of Prize for the purpose of determining any income tax that may be due from the Prize winner.

11. Limitations on Liability; Arbitration. BY ENTERING THIS RAFFLE, EACH ENTRANT RELEASES CURE EPILEPSY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPATING IN THE RAFFLE OR WINNING ANY PRIZE, OR FROM ANY TRAVEL OR ACTIVITY RELATED TO ACCEPTING, POSSESSING, USING, OR MISUSING ANY PRIZE, AND EACH WINNING ENTRANT AGREES TO INDEMNIFY AND HOLD CURE EPILEPSY HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE RAFFLE OR THE WINNING ENTRANT'S ACCEPTANCE, USE, OR MISUSE OF ANY PRIZE.

BY PARTICIPATING IN THE RAFFLE, EACH ENTRANT AGREES THAT HIS/HER SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST CURE EPILEPSY ARISING OUT OF THE SALE OF TICKETS OR THE CONDUCT OF THE RAFFLE SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER TICKET(S). IN NO EVENT SHALL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

Any dispute, controversy or claim arising out of or relating to the Raffle or these Official Rules shall be settled by binding arbitration conducted in Chicago, Illinois, or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor CURE Epilepsy shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS RAFFLE IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

12. Governing Law. The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Illinois. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular individual or circumstance, is invalid or unenforceable to any extent, then the remainder of these Official Rules shall remain enforceable to the fullest extent permitted by law. The venue for any cause of action arising out of the Raffle or these Official Rules shall be located in Cook County, Illinois.

13. Registration. CURE Epilepsy has registered with the City of Chicago. Registration does not imply endorsement of this Raffle by the City of Chicago.