

# CINCINNATI ZOO KENYA UNDER CANVAS 2019 RAFFLE

Zoological Society of Cincinnati, an Ohio nonprofit corporation dba The Cincinnati Zoo and Botanical Garden ("Zoo"), a tax-exempt 501(c)(3) organization, is sponsoring a fundraising raffle in accordance with the laws of the State of Ohio. The raffle shall be known as the Cincinnati Zoo Kenya Under Canvas 2019 Raffle (the "Raffle"). All proceeds of the Raffle will go to the Zoo and will be used in furtherance of its charitable purposes. The rules and regulations of the Raffle are set forth below ("Rules"). The interpretation and application of the Rules by the Zoo and its legal counsel shall be final. Any questions about these Rules or the prize should be directed to the Raffle Administrator at: 513-487-3329 or via email at [supportthezoo@cincinnati-zoo.org](mailto:supportthezoo@cincinnati-zoo.org).

By purchasing a raffle ticket, you agree that:

**ELIGIBILITY:** You must be 18 years or older to purchase a raffle ticket. Employees of the Zoo, employees of Classic Escapes, and their respective immediate family members (or significant others living in the same household) are excluded from participating and are not eligible to win the prize. Purchasers of raffle tickets must qualify under Ohio law. NOTE, HOWEVER THAT METHODS OF PURCHASE MAY BE LIMITED BASED ON YOUR RESIDENCY. All federal, state, and local laws and regulations apply. Raffle tickets are non-transferrable. All raffle ticket sales are final. No refunds are available except in the exclusive discretion of the Zoo. VOID WHERE PROHIBITED.

**PRIZE:** The prize awarded to the winning raffle ticket shall be a trip for two on the KENYA UNDER CANVAS Classic Safari, to Kenya, including Nairobi, Samburu Reserve, Sweetwaters, Lake Nakuru National Park & the Massai Mara, which shall occur on June 12, 2020 through June 24, 2020 (including travel dates), sponsored by the Cincinnati Zoo & Botanical Gardens and operated by Classic Escapes ("Safari"), as more particularly described below. The approximate total value of the prize is \$16,710.00.

**WHAT IS INCLUDED:** Each traveler will receive the following: roundtrip economy airfare to and from Kenya's Nairobi International Airport using Cincinnati/Northern Kentucky International Airport (CVG) as the home base; full board accommodation while in Kenya (unless otherwise stated); services of Albert Mitcho Karisa as tour guide; land transportation in 4x4 Land Cruisers with top quality, English-speaking naturalist/guides and bottled water in the vehicles; breakfast, lunch, and dinner daily upon arrival in Nairobi (except that no meals are provided on arrival day in Nairobi); hotel taxes as imposed by government agencies; entrance fees to parks & sites visited; and medical insurance plan through Travel Group. See <http://cincinnati-zoo.org/raffle> for additional detail regarding general terms pertaining to the Safari, however, the prize specifically includes international roundtrip airfare for two (2) from Cincinnati/Northern Kentucky International Airport (CVG) to Kenya's Nairobi International Airport.

**NOT INCLUDED:** Each traveler will be solely responsible for all other costs associated with the trip, including, but not limited to, the following: passports, visa fees and service charges for obtaining visas, immunizations and excess baggage charges; meals and beverages other than as specified; domestic flights within Kenya (i.e., travel to Samburu or returning from Maasai Mara); activities additional to those stated in this itinerary, i.e. nature walks, additional excursions or extension packages; game runs in Sweetwaters; trip insurance for baggage, accident and trip cancellation / interruption; items of a personal nature, such as alcoholic drinks, laundry and telephone; and tips and gratuities for camp staff and driver / guides (approx \$15.00 - \$20.00 per person, per day). See <http://cincinnati-zoo.org/raffle> for additional detail regarding general terms pertaining to the Safari, however, the prize specifically includes international roundtrip airfare for two (2) from Cincinnati/Northern Kentucky International Airport (CVG) to Kenya's Nairobi International Airport.

PLEASE NOTE, DUE TO THE NATURE OF THE PRIZE AND INTERNATIONAL TRAVEL, ADDITIONAL DOCUMENTATION AND WAIVERS ARE REQUIRED AS A PREREQUISITE TO PARTICIPATING IN THE SAFARI. ANY SPECIFIC QUESTIONS OR CONCERNS SHOULD BE ADDRESSED TO THE RAFFLE ADMINISTRATOR.

The Zoo reserves the right, at its sole option, to substitute a prize of comparable value.

**RAFFLE TICKET PURCHASES:** The Zoo, Classic Escapes and their respective officers, directors, partners, employees, volunteers, and agents, assume no liability for lost, late, misdirected, mutilated, illegible, or undelivered raffle tickets or payments, or any technological difficulties encountered in attempting to purchase a raffle ticket. Raffle tickets received without proper payment will be deemed invalid and shall be disqualified immediately. All purchases of raffle tickets are non-refundable (except at the discretion of the Zoo).

Raffle tickets may be purchased:

- (i) in person at the Zoo's Development Office, at 3400 Vine Street, Cincinnati, Ohio 45220 beginning August 9, 2019 until September 19, 2019, during regular business hours,
- (ii) in person from the Zoo's volunteers and employees at the Zoo's Zoofari 2019 event at 3400 Vine Street, Cincinnati, Ohio 45220 on September 13, 2019 from 6:00pm until 11:30 pm (ET),
- (iii) via telephone by dialing (513) 487 - 3329 during the hours of 9:00am until 5:00pm (ET), Monday through Friday from August 9, 2019 until September 19, 2019, by speaking with a Zoo representative, or
- (iv) for Ohio residents only, via internet purchase at <http://cincinnati.org/raffle> from August 9, 2019 until September 19, 2019 at 5:00pm (ET).

\*NO RAFFLE TICKET ORDERS WILL BE ACCEPTED BY VOICEMAIL, EMAIL, OR POSTAL MAIL.

Raffle tickets will not be sold after the dates and times described above, per method of entry. Only 999 raffle tickets will be sold. Raffle tickets may sell out before the deadlines above.

Federal law prohibits transacting raffles using US mail. If you purchase raffle tickets using options (iii) or (iv), you must provide a valid email address so that entry confirmation numbers may be sent via email. When an order is placed using options (iii) or (iv), an authorized representative from the Zoo will complete the raffle ticket entry by filling in the name, address, email address, and phone number provided and will enter the raffle ticket in the drawing. The Zoo reserves the right to reject any raffle ticket that is submitted with payment that does not constitute "good funds" or that is otherwise noncompliant with the Rules.

Please Note: The mailing and email addresses provided during purchase shall be considered as the addresses for all future correspondence between the Zoo and you. If either of these addresses changes, it is your responsibility to inform the Zoo of such change, via the Raffle Administrator.

**RAFFLE TICKET PRICES:** Raffle tickets are \$100 each. The chances of winning are based upon the actual number of raffle tickets sold.

**DRAWING:** Each raffle ticket has a separate and equal chance of winning. The drawing of the winning raffle ticket will occur on September 20, 2019 at approximately 3:00 pm (ET) ("Draw Date") at the Zoo, located at 3400 Vine Street, Cincinnati, Ohio 45220. One raffle ticket will be selected at random by a representative of the Zoo in accordance with Ohio law and the Rules of this Raffle. The first raffle ticket selected that meets the requirements as set forth in these Rules ("Winning Ticket") will win the prize. The prize will be awarded to the individual whose name appears on the Winning Ticket (the "Winner"). A purchaser of the Winning Ticket will not be deemed to be the winner unless his or her name appears on the Winning Ticket. If the name of more than one person is submitted on the Winning Ticket, then the first name listed shall be deemed the Winner. If the raffle ticket contains incomplete information, or the raffle ticket is otherwise deemed to be void, then another raffle ticket will be drawn.

**NOTIFICATION OF WINNER:** The Winner need not be present on the Draw Date to win. The Winner will be notified by the telephone and/or email address listed on the Winner's Winning Ticket. The Winner's name will be posted at the Zoo's website at <http://cincinnati.org/raffle> within one (1) business days after the Draw Date. If the

Winner is unable to be contacted or located after a period of thirty (30) days from the Draw Date, the prize will be donated to the Zoo. Three (3) attempts will be made to contact the Winner via phone, email, and registered mail at the contact information provided at the time the raffle ticket was purchased. The Winner may also contact to Zoo by calling 513-487-3329 to initiate the process to claim the prize.

**CLAIMING THE PRIZE:** To claim the prize, the Winner must produce a ticket stub or emailed confirmation number together with a photo ID. The prize shall not be awarded, and Winner shall not be entitled to the prize, unless and until each of the following procedures are completed to the Zoo's reasonable satisfaction by the timelines set forth below. Failure to comply may result in disqualification, whereupon the prize shall be deemed donated to the Zoo:

1. Within ten (10) days after the Winner is contacted, the Winner must provide the Zoo with all necessary information required for tax purposes.
2. Within ten (10) days after the Winner is contacted, the Winner must provide a completed **Prize and Publicity Waiver and Release** form.
3. Within thirty (30) days after the Winner is contacted, the Winner must notify the Zoo in writing of the name and contact information for the two individuals who will be using the prize (each, a "Traveler").
4. Within thirty (30) days after the Winner is contacted, each Traveler must complete the **Safari Travel Waiver and Release** (form available at <http://cincinnati-zoo.org/raffle-kenya-trip-two/>)
5. Within thirty (30) days after the Winner is contacted, each Traveler must complete a **Prize and Publicity Waiver and Release** form.
6. Within ninety (90) days after the Winner is contacted, each Traveler shall provide written documentation of a valid passport and visa.
7. The Zoo will provide a W-2G form to the Winner for tax purposes. The Winner must complete the tax form and return to the Zoo with complete payment. The Winner should consult their tax advisor with any questions.

The Winner shall be responsible for providing such information to the Zoo as and when required. NO REFUNDS WILL BE GIVEN BY THE ZOO IF THE SAFARI OR ANY PORTION THEREOF IS CANCELLED OR POSTPONED, IF THE WINNER IS DISQUALIFIED, IF A TRAVELER IS UNABLE TO PARTICIPATE, OR IF SOME OTHER EVENT OCCURS WHICH IS BEYOND THE REASONABLE CONTROL OF THE ZOO. THE PRIZE IS NOT REDEEMABLE FOR CASH. THE ZOO HIGHLY RECOMMENDS PURCHASE OF SEPARATE TRAVEL INSURANCE TO PROTECT AGAINST SUCH LOSSES. Insurance may be purchased through any travel insurance provider, including Travel Guard (description of coverage is available at the raffle website at <http://cincinnati-zoo.org/raffle-kenya-trip-two/>).

The above list of documents is not and shall not be construed as the exhaustive list of paperwork required to participate in the Safari. The Winner and each Traveler shall cooperate and provide all other documentation and information that may be required.

**TAXES AND IRS RULES:** The Winner will be solely responsible for any taxes, fees, or other costs, if any, generated because of his/her winning this Raffle and should consult a tax advisor regarding the same. The Winner will be responsible for all costs associated with retrieval, delivery, and use of the prize, including all costs of the prize and Safari which are not expressly included in the prize, as defined in this Raffle. The Zoo will provide at W-2G form to the Winner for tax purposes. The Winner must complete the tax form and return to the Zoo with complete payment. The cost of the raffle ticket is not tax deductible. Please consult your tax advisor with any questions.

**WAIVER AND LIMITATIONS OF LIABILITY:** By participating in this Raffle, you (on behalf of yourself and your family members, heirs, and anyone claiming through you) hereby release the Zoo, Classic Escapes and their respective officers, directors, partners, employees, volunteers, and agents (including advertising and promotion agencies) (collectively, the "Released Parties") from any and all liability for injuries, losses, or damages of any kind caused by or arising from participation in the Raffle or winning the prize, or resulting from acceptance, possession, use or misuse of the prize. In no event shall the Released Parties be liable for any loss or injuries to earnings, profits, or goodwill, for any incidental, special, punitive, or consequential damages of any person or entity, whether arising in contract, tort or otherwise, even if advised of the possibility of such damages by counsel. Your sole and exclusive remedy for the Zoo's breach of these Rules shall be the return of the purchase price paid for the raffle ticket. You further agree that you did not receive any

representations, warranties, or guarantees, express or implied, in fact or in law, relative to any prize. Any liabilities shall be limited to the price paid for the raffle ticket. I agree to indemnify and hold the Released Parties harmless from any and all losses, damages, rights, claims, and actions of any kind rising in connection with or as a result of my participation in the Raffle, distribution of any prizes or my acceptance or use of any prize.

**RELEASE:** By participating in this Raffle, you agree to allow the Zoo, Classic Escapes, and the Zoo's media and advertising partners to use your name, photos, videotape, likeness, and statements in promotional material without compensation. The Zoo will not share other personal information from entries with other organizations. The Winner's name and location by city or town and photo may be printed in select media, online, and in news releases and other publicity for and from the Zoo and/or Classic Escapes.

**RULES:** These Rules and the Raffle conducted pursuant thereto shall be construed and enforced in accordance with the laws of the State of Ohio. These Rules may not be waived, modified, or supplemented except in writing by the Zoo. The Zoo reserves the right not to proceed with the Raffle in its discretion and, in such event, your sole and exclusive remedy shall be to receive a refund of the cost of the raffle ticket, without interest. **ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THESE RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES AND CONDUCTED IN CINCINNATI, OHIO, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ATTEMPT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS RAFFLE, WEBSITE, OR OTHER METHODS OF ENTRY OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD ANY SUCH AN ATTEMPT BE MADE, THE ZOO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY ANY SUCH INDIVIDUAL FROM PARTICIPATION IN THE RAFFLE.** The name and logo of the Zoo and Classic Escapes are trademarks of each such entity, and no other person or entity is authorized to copy or otherwise use them without the express written consent of the Zoo and/or Classic Escapes, as applicable.

Dated: August 6, 2019

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