

OVERVIEW; ELIGIBILITY: The 'Vacation Raffle' to benefit BARC Developmental Services is offered only in the United States and is open only to legal residents of the United States 18 years of age or older at the time of entry, except as excluded below. The raffle begins at 8:00:00 A.M. EST on March 1st, 2024, and ends at 1:00 P.M. EST on November 3rd, 2024. The raffle, including all tickets, transactions, entrants, participants, purchasers, and winner, are subject to these official rules, and to all applicable federal, state, and local laws and regulations. The raffle is void in Alabama, Hawaii, Utah, and wherever prohibited or restricted by law. BARC Developmental Services, Inc. Development Committee members are not eligible for participation in this raffle.

HOW TO ENTER; ODDS OF WINNING: You can enter the raffle by purchasing a ticket for \$50 or 3 for \$100. All entries (whether in person or mailed) must be received by November 3rd, 1PM. You can enter in person or by mail by writing your name, complete address, daytime telephone number, email address, and date of birth, and mailing in an envelope with a \$50 check payable to BARC Developmental Services addressed to: BARC Developmental Services, Attn: Vacation Raffle P.O. Box 470, Holicong, PA 18928. Raffle ticket purchases are not donations and are not tax deductible. All entries become the sole property of BARC Developmental Services and will not be returned. Entrants may purchase as many tickets as they wish, subject to availability. A maximum of 1,500 tickets will be sold. Odds of winning are determined by the total number of entries received, with maximum odds of 1:1,500. Each day, entries received will be counted to determine if the total sold to date exceeds 1,500.

RANDOM DRAWING; WINNER NOTIFICATION: Entries will be certified, and the Grand Prize winner will be drawn at random by a third-party November 3rd, 2024. BARC Developmental Services will attempt to notify the preliminary winner by telephone and by email, and the preliminary winner will have 10 days from the drawing date to provide proof of eligibility, claim, and accept the Grand Prize. If the Grand Prize remains unclaimed or unaccepted after such 10-day period, the preliminary winner will be deemed to have forfeited the Grand Prize and an alternate winner will be selected. A winner's list may be obtained by emailing info@barcprograms.net.

GRAND PRIZE:

A vacation up to \$7,000 value provided through partnership with BarMar Travel of Quakertown, PA. \$1,000 spending cash. A one-night park & stay package*. (A \$200 value). *Based on transportation selection.

BARC Developmental Services will pay BarMar Travel on behalf of the Grand Prize Winner up to but not exceeding \$7,000. No prize substitution or cash equivalent of prize except at the sole discretion of The BARC Developmental Services. Transfer of grand prize subject to eligibility and at the discretion of BARC Developmental Services. All unspecified expenses are the winner's sole responsibility.

USE OF THE GRAND PRIZE: The Grand Prize must be used November 3rd, 2025, or the Grand Prize will be forfeited.

PUBLICITY RIGHTS: By accepting the Grand Prize, the winner agrees to allow the Released Parties (as defined below) or their designee the perpetual right to use winner's name, biographical information, photos, likeness, and statements for the promotion, trade, commercial, advertising, and publicity purposes, worldwide, at any time or times, in all media now or hereafter developed, including but not

limited to radio, television, the internet, without notice, review, or approval and without additional compensation, except where prohibited by law.

TAMPERING; LIMITATIONS OF LIABILITY: The Released Parties will not be responsible or liable for: (1) typographical or other inadvertent errors in these official rules or in other materials relating to the raffle, including any incorrect or inaccurate information, whether caused by entrants, tampering, hacking, printing errors, or by any of the equipment or programming associated with or utilized in the raffle; (2) unauthorized human intervention in any part of the entry process of the raffle; (3) technical or human error which may occur in the administration of the raffle or the processing of entries; (4) lost, stolen, illegible, incomplete, misdirected, late, damaged, destroyed, or delayed entries or postage due mail that may limit the entrant's ability to participate in or win the Grand Prize; (5) the announcement of the Grand Prize winner; (6) any problems or technical malfunction of any network, computer equipment or systems, online systems, servers, ISPs, software, failure of email; (7) user cheating or fraud by any entrant; (8) 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 the Grand Prize. If, for any reason, the raffle is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, technical failures or any other causes beyond the control BARC Developmental Services which, in BARC Developmental Services sole discretion could corrupt or affect the administration, security, fairness, integrity or proper conduct of the raffle, BARC Developmental Services may, in its sole discretion, cancel, suspend, terminate, or modify the raffle, or any part of it, and return/refund all entries or select the winner in a random drawing comprised of all eligible entries received prior to (and/or after, if appropriate) the action taken by BARC Developmental Services. BARC Developmental Services, in its sole discretion, reserves the right to disqualify any person who makes false or deceptive entries, tampers with the entry process or the operation of the raffle, or otherwise violates these official rules. Any activities intended to disrupt or interfere with the proper play of the raffle or defraud BARC Developmental Services in any way may be fully prosecuted of the law.

AGREEMENT TO OFFICIAL RULES; RELEASE; INDEMNIFICATION: By purchasing a raffle ticket, each purchaser/entrant unconditionally agrees to and accepts these official rules and the decisions of BARC Developmental Services, which are final and binding. Each purchaser/entrant agrees to release, indemnify, defend, and hold BARC Developmental Services Inc., and each of their respective parent, subsidiary, or affiliated companies, and each of their respective shareholders, employees, directors, officers, affiliates, representatives, agents, successors, and assigns (collectively, "Released Parties") against any and all liability, claims, actions, losses, damages, lawsuits, costs, and expenses (including, without limitation, reasonable attorneys' fees) of any kind whatsoever arising directly or indirectly for injuries (including death), damages, or losses to persons and property, which may be sustained in connection with the raffle, participation in the raffle, receipt or use of the Grand Prize, or while preparing for, participating in, and/or traveling to any Grand Prize-related activity. The Released Parties are not responsible for any injury or damage, whether to purchaser/entrant or any other person or to any property, related to or resulting from purchaser/entrant's participation in the raffle, and/or acceptance or use of any element of the Grand Prize. By participating in the raffle, purchaser/entrant expressly assumes all liability and responsibility for purchaser/entrant's participation and agrees that participation is solely at purchaser/entrant's own risk. The Released Parties make no warranty, guaranty, or representation of any kind concerning the Grand Prize and disclaim any implied warranty. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.

APPLICABLE LAWS: The raffle and these official rules shall in all respects be governed by and be interpreted in accordance with the laws of Pennsylvania without regard to the conflict of law principles of any jurisdiction. The raffle is conducted in Pennsylvania. The Grand Prize winner will be subject to any tax withholding requirements established by the IRS. BARC Developmental Services will complete and file IRS form W-2G, if applicable, for the Grand Prize winner in accordance with IRS regulations for federal income tax withholding purposes (for prizes that are valued at \$600 or more and at least 300 times the amount of the wager). Except as otherwise provided herein, the winner assumes all responsibility for any state, county, or federal taxes, fees, or withholdings. The winner is advised to consult his/her own tax advisor with respect to the liabilities that may arise from winning the Grand Prize.

PRIVACY POLICY: Any personally identifiable information collected during entrant's participation in the raffle will be collected and used by BARC Developmental Services for purposes of the proper administration and fulfillment of the raffle as described in these Official Rules. Entry into the raffle constitutes consent to be added to direct mail and internet marketing databases for BARC Developmental Services. Any use of entrants' personally identifying information will be in accordance with BARC Developmental Services privacy policy.

DISPUTE RESOLUTION: Each purchaser/entrant agrees that any and all disputes, claims, controversies, or causes of action arising out of or relating to this raffle or the Grand Prize ("Claims") shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Bucks County, Pennsylvania before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and under no circumstances will a purchaser/entrant be permitted to obtain awards for, and each purchaser/entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses (including costs associated with entering this raffle, but in no event attorney's fees). Each purchaser/entrant's sole and exclusive remedy for any claim against the Released Parties arising out of the sale of a raffle ticket or the conduct of a Released Party shall be limited to the return of the purchase price paid for the purchaser/entrant's raffle ticket(s). In no event shall a Released Party be liable to any party or purchaser/entrant for any loss or injury 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, even if advised of the possibility of such damages.

QUESTIONS: If you have any questions or concerns, please contact BARC Developmental Services at info@barcprograms.net.

BARC Developmental Services: BARC Developmental Services Inc., is a registered 501(c)3 charitable organization existing under the laws of Pennsylvania. A copy of the latest Financial Report and Registration filed by this organization may be obtained by contacting: BARC Developmental Services, PO BOX 470, Holicong, PA 18928, or by contacting any of the state agencies.