

2025 Riverbanks-Botswana Trip for Two Raffle

OFFICIAL RULES

The 2025 Botswana Trip for Two Raffle (the "**Raffle**") is a fundraiser conducted by Riverbanks Society, the 501(c)(3) charitable organization (the "**Society**") supporting the needs of Riverbanks Zoo and Garden (the "**Zoo**"). By purchasing an entry to the Raffle ("**Raffle Entry**"), each eligible participant (a "**Participant**") represents that s/he meets all the below-stated eligibility requirements and agrees to be bound by these Official Rules, all applicable laws, ordinances and regulations, and by the decisions of the Society or its authorized representative(s).

1. **RAFFLE PERIOD:** Raffle Entries will be accepted beginning at 9:00 AM EDT on Tuesday, April 1, 2025, and concluding at 11:59 PM EDT on Wednesday, April 30, 2025, unless sold out or stated otherwise (the "**Raffle Period**").
2. **ELIGIBILITY:** The Raffle is open to all individuals twenty-one (21) years of age or older who reside in the State of South Carolina. Paid Zoo staff and members of the Society Board of Directors and Riverbanks Park Commission and their immediate families are not eligible to enter or win. The Raffle is subject to all applicable federal, state and local laws.
3. **ENTRY:** Raffle Entries may be purchased remotely during the Raffle Period at <https://www.riverbanks.org> by use of a mobile phone, laptop, desktop or tablet and valid credit card. Raffle Entries will also be available for purchase at the Riverbanks Zoo and Garden Members' Night Out event on Friday, April 11, 2025 and at the Wine Tasting at Riverbanks Botanical Garden event on Friday, April 25, 2025 (the "**Events**"). The purchase cost of each Raffle Entry is \$100.00. Each Raffle Entry purchased will be considered one (1) entry into the Raffle. A Participant may purchase as many Raffle Entries as s/he wishes. All Raffle Entry purchases must be made during the Raffle Period. Raffle Entries are not eligible for any past or future raffle drawings. All purchases of Raffle Entries are printed and entered into a drum for a manual drawing of the winning entry. Neither the Society, the Zoo, their representative(s) nor any related or affiliated entities are liable for any lost, late, misdirected, incomplete, illegible, undelivered or destroyed Raffle Entries regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system or server or other technical problem. No refunds will be made except as otherwise determined by the Society in its sole discretion.
4. **WINNER SELECTION:** After the conclusion of the Raffle Period, the winning Raffle Entry (the "**Winning Entry**") will be selected on Thursday, May 1, 2025 at random from among all eligible Raffle Entries purchased during the Raffle Period. In the event of a weather delay or postponement of either of the Events, the Society may, in its sole discretion, modify any pre-determined schedule with respect to the Raffle Period and/or the drawing of the Winning Entry. The drawing of the Winning Entry shall be conducted by the Society whose decision is final and binding.
5. **WINNER ANNOUNCEMENT:** The Winning Entry will be posted on social media and on <https://www.riverbanks.org> for a minimum of ten (10) days following the end of the Raffle Period. In addition, the Society will provide contact information for a representative at the

Society handling the claiming of the Prize (the "**Society Representative**") using the same or similarly reasonable method as the Winning Entry announcement.

6. **PRIZE:** The Participant who purchased the Winning Entry with the corresponding name, address, and email (a "**Prize Claimant**") will receive the one (1) trip for two (2) to travel with representatives of the Zoo to Botswana on the trip (the "**Trip**") scheduled for July 17, 2025 to July 29, 2025 (the "**Prize**"). The approximate fair market value of the Prize is \$38,990.00. No substitution, assignment or transfer of the Prize is permitted, and no cash payment is permitted in lieu of the Prize.

Winning trip to Botswana is for two travelers sharing accommodations. The Prize includes: reimbursement for air transportation to and from O.R. Tambo International Airport (JNB), Johannesburg, South Africa, of up to \$2,500 per person; land and air transportation in Africa during the Trip; all safari game drives during the Trip (conducted in customized 4-wheel drive safari vehicles, which have been designed to maximize game viewing, safety and comfort); accommodations and meals; and all service charges, hotel taxes as imposed by government agencies, and park and reserve entrance fees. All hotel, lodge and tented camp accommodations are based on two people sharing a room. At the permanent camps and lodges, accommodations will have comfortable beds, flush toilets, hot showers and electricity. Full-board table d'hôte meals (with some picnic lunches) are included. Prior to departure, you will receive extensive information on all aspects of the safari, including health and safety, passports and visas, packing recommendations, electricity, currency and local customs. Air transportation in Africa is provided through chartered and scheduled airlines, and may involve flying in light aircraft.

Winning trip to Botswana does not include: Reservations for transportation between your home and the destination (although you will be reimbursed by the Society for up to \$2,500 per person for air transportation to Botswana), passports and visas, travel insurance, immunizations and medical precautions, required medical testing (unless listed in the itinerary), gratuities, excess baggage charges, airline fuel surcharges, beverages (unless listed in the itinerary) and items of a personal nature (such as medical expenses; room service, spa services (unless listed in the itinerary), souvenirs, laundry (unless listed in the itinerary), telephone and internet charges, and any activities not included in the safari itinerary or those activities listed as optional.

7. **CLAIMING A PRIZE:** Prize Claimant need not be present at the time of the drawing to win. The Winning Entry will be notified by phone and/or email at the number or email address **provided when the Raffle Entry was purchased.** The Society shall attempt to notify the winner within one (1) day after the drawing. The winner shall claim the Prize within five (5) days after being notified of the results of the drawing. The Prize Winner must present a valid Raffle Entry receipt (received via email upon purchase or at the time of purchase if purchased at one of the Events) and valid ID. If the Prize is not claimed within the 5-day period, then the Prize shall be deemed to be forfeited by the Winning Entry and will be retained by the Society. The Society has no obligation to contact alternative potential winners.

8. **ODDS:** Odds of winning are based on the total number of Raffle Entries ultimately purchased during the Raffle Period, which is limited to no more than 750 entries.
9. **TAXES:** Each Participant acknowledges that he or she has been informed that the Internal Revenue Service (the "**IRS**") guidelines state that amounts paid for chances to participate in raffles, lotteries or similar programs are not gifts and, therefore, the price of a Raffle Entry does not qualify as a deductible charitable contribution.

The Prize Claimant is responsible for any and all federal, state and local taxes, fees and other government assessments that may apply for the awarded Prize and the Tax Payments referenced below. Furthermore, the Prize winner acknowledges that federal and state law requires that tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the Prize is claimed will be followed by the Society. IRS regulations provide that winners of a noncash prize, such as the trip to Botswana, with a fair market value that exceeds \$5,000 after deducting the price of the wager must receive an IRS Form W-2G from the person awarding the prize. As a result, the Society will issue a W-2G to the Prize Claimant. Taxes will be withheld in accordance with IRS and South Carolina Department of Revenue guidelines. The Society will include, in addition to the Prize, a cash sum paid directly to the IRS and South Carolina Department of Revenue from the Society equal to the taxing authorities' mandatory percentage of the FMV of the Trip to be applied to the applicable taxes related to the Prize as a tax withholding ("**Tax Payments**"). To the extent the Society's Tax Payments do not cover the full amount of the Prize Claimant's federal and/or South Carolina tax liability, the Prize Claimant shall be solely responsible for any excess tax liability over and above the Tax Payment related to income taxes associated with the Prize and the Tax Payments. The Society shall not be responsible for, and will not make any tax payments related to other state, local or city taxes, fees or government assessments on the awarded Prize or the Tax Payments, and Prize Claimant shall be fully responsible for such other state, local or city taxes, fees and assessments.

10. **TRANSFER OF RAFFLE ENTRY:** Raffle Entries may not be resold or transferred to any other party or copied or otherwise duplicated. Any Raffle Entry which has been resold, transferred, copied or otherwise duplicated shall be void. All individuals who re-sell, purchase, copy, duplicate or receive a Raffle Entry in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize, and may be deemed ineligible to participate in future raffles by the Society.
11. **PARTICIPANT'S GRANT OF LICENSE:** By participating in the Raffle or accepting the Prize, each Participant hereby irrevocably and perpetually grants to the Society, the Zoo and its designees a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of the Participant in connection with any participation in the Raffle or receiving the Prize (collectively, the "**Images**"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Each Participant waives any compensation for any use of such Images. Each

Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from the Society, the Zoo, and their designees uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality or exploitation of the Participant's name or likeness.

12. **RELEASE OF LIABILITY AND INDEMNITY:** By participating in the Raffle, the Participant on Participant's behalf and on behalf of the Participant's spouse, assigns, guardians, administrators, executors and legal representatives hereby releases, waives, discharges, covenants not to sue and indemnifies the Society and the Zoo, together with each of its respective past, present or future predecessors, successors, assigns, direct or indirect subsidiaries, affiliates, related entities and persons, and each of their respective owners, members, trustees, directors, commissioners, managers, employees, volunteers, agents, consultants, contractors, representatives, sponsors and insurers (collectively, "**Released Parties**") from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of the Prize, use of the Prize and participation in the Trip, or any exercise by the Zoo of any of its rights set forth herein, including, but not limited to, any claims related to (i) any damages or injury to the Participant or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize, participating in the Trip or any related activities, (ii) any failure to report and pay any taxes, fees or government assessments arising from acceptance of the Prize, (iii) any lost, stolen or duplicated Raffle Entry, (iv) the use of any of the systems or technologies in conducting the Raffle; and (v) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, participation in the Trip, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.
13. **DISPUTES AND GOVERNING LAW:** The Raffle and these Official Rules shall be governed in all respects by the laws of the United States of America and by the laws of the State of South Carolina without giving effect to any choice of law or conflict of law or rule of any jurisdiction. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THESE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION SHALL TAKE PLACE IN RICHLAND COUNTY, SOUTH CAROLINA. THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM SHALL BE HEARD AND RULED UPON BY ONE (1) ARBITRATOR WHO SHALL BE SELECTED BY THE SOCIETY.
14. **PARTICIPANTS EXPRESSLY WAIVE ALL RIGHTS TO COURT AND JURY TRIAL.** Each Participant agrees that: (1) any and all disputes, claims and causes of action not waived arising out of or in connection with the Raffle, or any Prizes awarded, shall be resolved individually, **without resorting to any form of class action**; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorneys' fees; and (3)

under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential damages and any other damages (other than for actual out-of-pocket expenses) and further waives any and all rights to have damages multiplied or otherwise increased. IN NO EVENT SHALL THE SOCIETY OR ANY OF THE RELEASED PARTIES BE LIABLE FOR DAMAGES THAT EXCEED THE VALUE OF THE RAFFLE ENTRIES PURCHASED BY THE RESPECTIVE PARTICIPANT. The Raffle is void outside the State of South Carolina and outside the United States and where prohibited by law. These Official Rules are intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and, if any portion of the Official Rules is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

15. **DISQUALIFICATION; CHANGES:** The Society reserves the right in its sole discretion to disqualify any individual who (i) tampers or attempts to tamper or unduly interfere with the operation or integrity of the Raffle, (ii) resells, transfers, copies or otherwise duplicates a Raffle Entry, (iii) violates the Official Rules, or (iv) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Society reserves the right to, in its sole discretion, cancel, suspend and/or modify the Raffle or these Official Rules or disqualify any individual or Raffle Entry for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, APPLICATION OR OTHER TECHNOLOGY OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF THESE OFFICIAL RULES AND POTENTIALLY OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SOCIETY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND PURSUE ANY OTHER REMEDIES THAT MAY BE AVAILABLE.
16. **SPONSOR; WINNERS LIST:** The sponsor of the Raffle is the Riverbanks Society, the 501(c)(3) charitable organization existing under the laws of the State of South Carolina and supporting the needs of Riverbanks Zoo and Garden. To obtain written notice of the Winning Entry, please send a written request to: Riverbanks Society, 500 Wildlife Pkwy, Columbia, South Carolina 29210-8014, together with a stamped, self-addressed envelope. The Winning Entry also will be posted at <https://www.riverbanks.org>.