

## **Rubitrux Southern Miss Jeep Raffle**

### **Official Rules and Regulations**

The University of Southern Mississippi Athletic Foundation, Inc. (“Foundation”) is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting the Rubitrux Southern Miss Jeep Raffle to raise funds for charitable purposes (the “Raffle”). The Rules and Regulations of the Raffle are set forth below. By purchasing a Raffle ticket, the ticket purchaser (“Holder”) agrees to be bound by these rules and regulations. The Foundation’s interpretation and application of these rules and regulations shall be final.

#### **1. Prize**

1.1 The prize for this Raffle is a 2024 Jeep Wrangler Rubicon (the “Jeep”) valued at approximately \$94,000.00. The Jeep comes base model factory equipped. Foundation shall also provide a cash prize, in an amount of its sole discretion, to assist Winner with taxes and shipping costs associated with the sale of the Jeep in Mississippi (“Cash Prize”) (the Jeep and Cash Prize are collectively referred to herein as the “Prize”)

#### **2. Drawing**

2.1 The Drawing for the Raffle will be held on November 18, 2024. Tickets will not be sold after November 17, 2024 (the “Deadline”). The drawing may be open to the public, but the winner does not need to be present to win. Winner must be present to accept the Jeep on November 23, 2024.

2.2 The chances of winning are based on the number of tickets sold. You understand and acknowledge that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes may not be considered gifts by the Internal Revenue Service (IRS), and consequently would not qualify as deductible charitable contributions.

2.3 Notwithstanding anything in this Rules and Regulations, the Winner is solely responsible for any and all costs, insurance, taxes and any non-standard options chosen by the Winner and negotiated with Rubitrux, LLC for the Prize shall be the sole responsibility of the Winner. Consult your tax advisor. The Foundation shall have no responsibility or liability for any taxes, costs, insurance, delivery fees or other associated expenses. Winner must provide proof of insurance prior to the Jeep being transferred to the Winner. This offer is void where prohibited by law, and all federal, state, and local laws and regulations apply.

2.4 By entering this Raffle, entrants accept and agree (1) to be bound by all the rules, limitations and restrictions set forth here and (2) that their names and/or likenesses may be disclosed to and used by the news media and may otherwise be used by The University of Southern Mississippi, the Foundation, or Rubitrux, Inc. for publicity purposes and in presentation of prize and announced online. Other rules and regulations may apply. Please contact the Foundation if you have questions. The Foundation’s interpretation and application of the rules and regulations shall be final.

2.5 By entering this raffle, each participant releases The University of Southern Mississippi, the Foundation, Rubitrux, Inc., or their respective directors, officers, employees and agents from any and all liability for injuries, losses or damages of any kind caused by participating in the raffle or winning the Jeep or resulting from acceptance, possession, use or misuse of the prize, and the winner agrees to indemnify and hold The University of Southern Mississippi, the Foundation, Rubitrux, Inc., their directors harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of participating in the raffle or the winner's acceptance or use of the prize.

### **3. Tickets:**

3.1 Individual raffle tickets are \$100.00 each, with an additional \$5.00 processing fee. The Raffle Winner ("Winner") shall be chosen at random based on information provided on each ticket consistent with Mississippi law. Only one method of payment, one name, one email address, and one phone number are permitted per ticket. Only one eligible person may be entered in the raffle per ticket sold. The person identified on each raffle ticket shall be the "Holder." If the name of more than one person is submitted with a ticket purchase, and that ticket is selected as a winning ticket, then the person named first on the ticket will be deemed the Holder of record of that ticket and declared the winner. Division of the Prize by a group purchasing a ticket in common shall be the sole responsibility of the Holder should that ticket be selected as a Winner. Individuals purchasing tickets must be at least 18 years of age.

3.2 The Foundation reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds." All defective or physically altered raffle tickets will be immediately disqualified by the Foundation, in its discretion, if such defect or alteration renders the ticket unreadable or questionable. Prior to the Prize drawing, the Foundation will make a reasonable effort to notify the individual and/or entity that submits such an entry form or one which has been rejected because the credit card or check did not clear that the entry has been rejected by attempting to make contact through the information provided at the time of submitting the purchase request. All orders for tickets must be received and/or purchased by the Deadline. The Foundation assumes no responsibility for lost, late, misdirected or non-delivered e-mail or phone messages, or any other failure to receive orders or deliver receipts on, after, or prior to the Deadline.

3.3 A raffle participant's sole and exclusive remedy for the Foundation's breach of these terms shall be limited to the return of the purchase price paid for his or her raffle ticket(s). In no event shall The University of Southern Mississippi, the Foundation, Rubitrux, Inc., or their respective directors, officers, employees, agents or representatives be liable to any party 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, even if advised of the possibility of such damages.

#### **4. How to Purchase Tickets:**

4.1 An individual can purchase as many Raffle tickets as he or she may wish, subject to availability. No more than 4,000 tickets will be sold.

4.2 To purchase Raffle tickets: tickets may be purchased online at [REDACTED] or in-person at The University of Southern Mississippi Ticket Office, 2949 West 4<sup>th</sup> Street Hattiesburg, MS 39401. The Foundation reserves the right to reject any entry form that is submitted with payment that does not constitute “good funds” or that results in the Foundation being paid the full amount owed for the Raffle ticket. You understand that you are not entitled to a refund unless your purchase is after the Deadline. No other refunds are available except in the sole discretion of the Foundation. The Foundation assumes no responsibility for lost, late, misdirected, or any other failure to receive orders or deliver receipts prior to the Deadline.

#### **5. Selection of Winners:**

5.1 The Prize drawing will be held on November 18, 2024 with all eligible Raffle tickets. The Winner will be notified according to the contact information provided to the Foundation at the time of ticket purchase. If the Foundation is unable to contact or locate the Winner within 72 hours of selection based on the information provided at the time of purchasing the Raffle ticket, the Foundation will draw another ticket utilizing the same method to determine the Winner.

5.2 Winner must be physically present at the last home football game on November 23, 2024 to accept the Prize. In the event the winner cannot be physically present on November 23<sup>rd</sup>, the Foundation reserves the right to select a new winner.

5.3 In order to collect the Prize, a Raffle ticket winner may be required to sign and deliver to the Foundation: (a) a sworn affidavit of eligibility in accordance with these Rules and applicable law, including without limitation that he or she is at least 18 years old at the time he or she purchased the winning Raffle ticket; (b) such written information as is required by any applicable tax and/or real estate laws, including without limitation his or her Social Security Number; (c) proof of identity in forms satisfactory to the Foundation showing that the person claiming the prize is the same person who is named on the winning Raffle ticket.; and (d) the winning Raffle ticket stub. The Prize winner may be required to submit a I-1099, W-2G, Form 5754 or similar tax form (provided by Rubitrux, LLC.) for tax withholding purposes. In the event the winner fails to provide all information required by these Rules and otherwise reasonably requested by the Foundation, the Foundation reserves the right to select a new winner.

#### **6. Winning Odds:**

6.1 The odds of winning a prize will depend on the number of Raffle tickets sold. If fewer tickets are sold, the chance of winning the Grand Prize improves. No more than 4,000 tickets will be sold.

## **7. Eligibility:**

7.1 Anyone who is a legal resident of the United States and 18 years of age or older at the time of the purchaser's Raffle ticket purchase may enter. All federal, state, and local laws and regulations apply. The Raffle is void where prohibited or restricted by law.

## **8. General Terms and Conditions:**

8.1 The Jeep, will be transferred to the prize winner "as is, where is, and with all faults." The Foundation does not make or provide any representation, guarantee or warranty, expressed or implied, in connection with the Jeep and accepts no liability or responsibility regarding the construction or condition of the Jeep. The Foundation does not warrant that the Jeep is of mercantile quality or that it can be used for any particular purpose. The Foundation does not warrant that the Cash Prize is fully sufficient to pay taxes and shipping costs associated with the sale of the Jeep in Mississippi. No express warranties are given and no affirmation of the Jeep or Cash Prize by words and/or actions will constitute a warranty.

8.2 The Foundation makes no guarantee that the Internal Revenue Service (IRS) will accept that value of the car for the purpose of determining any income tax that may be due from the winner. The Foundation takes no responsibility for any tax liabilities. Consult your tax advisor.

8.3 By purchasing a raffle ticket and choosing to participate in the raffle, each raffle participant acknowledges and agrees that the Foundation 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, a participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such participant for each raffle ticket purchased, without interest.