

## UFC Foundation – UFC FN – Grasso vs. Shevchenko 2 – 50/50 RAFFLE OFFICIAL RULES

By participating, entrants agree to be bound by these Official Rules and by the decisions of the UFC Foundation, which shall be binding and final as to all matters related to this raffle. Official Rules will be posted online under the online raffle site's "Official Rules" tab, online at [UFC5050.com](http://UFC5050.com). The Official Rules should be read before ticket purchase.

**SPONSOR:** The sponsor of the raffle is the UFC Foundation, a 501(c)(3) non-profit charitable organization. The address at which the UFC Foundation may be contacted is: 6650 South Torrey Pines Drive, Las Vegas, NV 89118. This raffle is conducted pursuant to Nevada law and is void outside of Nevada.

**RAFFLE DATE AND PERIOD; HOW TO ENTER:** The UFC Foundation will conduct one (1) in-venue raffle during a designated time frame of Friday, September 15 through Saturday, September 16. Raffle tickets will be sold online during this time frame and at T-Mobile Arena, during the event on Saturday, September 16. Ticket sales will cease before the 3<sup>rd</sup> fight of the main card, with the exact time to be determined in the sole judgment of the UFC Foundation.

**ELIGIBILITY TO ENTER:** While available, raffle tickets may be purchased only by persons 18 years or older in accordance with these Official Rules. Purchased raffle tickets are only valid for the Drawing (defined below) that takes place on the date on which the raffle ticket was purchased.

**PURCHASING RAFFLE TICKETS:** While supplies last, raffle tickets will be sold online and in-venue from Friday, September 15 through Saturday, September 16. There is no limit to the number of raffle tickets an eligible individual may purchase. No discounts or complimentary tickets will be given.

- Five (5) raffle tickets for a total price for \$10.
- Twenty (20) raffle tickets for a total price of \$20.
- Eighty (80) raffle tickets for a total price of \$40.
- Three Hundred (300) raffle tickets for a total price of \$100.

**NUMBER OF RAFFLE TICKETS:** There is no minimum and no maximum number of tickets that must be sold.

**ODDS:** The odds of winning the prize depends on the number of valid tickets sold.

**PRIZE/PAYMENT:** The raffle prize consists of and is limited to a cash prize equal to fifty percent (50%) of the gross raffle ticket sales revenue. Gross raffle ticket sales shall be as determined by the UFC Foundation in its sole discretion. Fifty percent (50%) of the proceeds of each raffle will benefit the UFC Foundation.

Subject to the terms and conditions of these Official Rules, a check in the amount of the prize, net of any withholding or other taxes or assessments required or permitted to be withheld by the UFC Foundation under applicable federal, state or local laws, rules or regulations, will be mailed to the Official Winner (defined below) within forty-five (45) days after the date of the Drawing (defined below), after the UFC Foundation has verified the winning raffle ticket and Official Winner has satisfied all terms and conditions of these Official Rules, including return of all forms and documents to the UFC Foundation (which may be required to withhold federal taxes in accordance with IRS regulations, and will do so as a pre-condition of winner receiving prize money).

The Official Winner is otherwise solely responsible for any and all costs, fees, additional taxes, or expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, Official Winner will be issued an IRS Form 1099 for the amount of the prize. No substitution, assignment, refund or transfer of a prize is permitted, except by the UFC Foundation.

**TRANSFER OF RAFFLE ENTRIES:** Persons who purchase raffle tickets may opt to give away their raffle tickets, but in doing so they give up any claim they might otherwise have to the prize if they give away a winning raffle ticket. Purchasers of raffle tickets may not resell their raffle tickets to other parties and may not knowingly give such raffle tickets away to others for the purpose of allowing those other parties to re-sell such raffle tickets. All raffle tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell raffle tickets in violation of these Official Rules shall be ineligible to participate in the raffle or to win the prize.

**DRAWING:** Each Potential Winner (defined below) will be selected in a random drawing from eligible Entries received (the "Drawing"). The potential winner need not be present to win. A Drawing will be held on the date of **UFC Fight Night: Grasso vs. Shevchenko 2** (Saturday, September 16), before the 3<sup>rd</sup> fight of the main card. If for any reason whatsoever the Drawing cannot be held at that time, it will be held within a reasonable time thereafter.

Entries that are not selected in the Drawing are not valid for future drawings and will be discarded. The winning ticket number will also be posted on [www.ufc.com/foundation](http://www.ufc.com/foundation) within 24 hours of the drawing and will remain posted on the website for 30 calendar days. The winning ticket number will be announced before the 3<sup>rd</sup> fight of the main card of **UFC Fight Night: Grasso vs. Shevchenko 2** on Saturday, September 16. The owner of the winning Raffle tickets (a "Potential Winner") must claim the Prize no later than 5 p.m. PST on the 30<sup>th</sup> calendar day after the date of the Drawing. Potential Winner will forfeit the Prize if he or she does not present the winning ticket to the UFC Foundation by 5 p.m. PST on the 30<sup>th</sup> calendar day after the date of the Drawing, at which time, if the Prize is not claimed, it will become the property of the UFC Foundation and will not be remitted to the Potential Winner (**October 16, 2023**).

**DETERMINATION OF OFFICIAL WINNER(S):** The UFC Foundation shall have the sole discretion to determine whether a Potential Winner is an official winner of a prize (an "Official Winner"). The UFC Foundation's decision concerning the identity of Official Winner shall be final and binding. To become an Official Winner: (1) the Potential Winner must be eligible to participate in the raffle under these Official Rules and must not be in violation of these Official Rules as determined in the sole judgment of the UFC Foundation; (2) the Potential Winner's winning entry must be inspected and verified by the UFC Foundation by the deadline specified above; (3) the Potential Winner must execute and return to the UFC Foundation an affidavit of eligibility and liability/publicity release on a form to be provided by the UFC Foundation before the prize is awarded; and (4) the Potential Winner must provide the UFC Foundation with all tax identification information required by federal, state or local law and, where applicable, provide the UFC Foundation with payment for any required withholding taxes due prior to that Potential Winner's receipt of a prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if the UFC Foundation is unable for any reason to identify the holder of a winning raffle ticket, then the Potential Winner's prize will be deemed forfeited and become the property of the UFC Foundation. Any entry that the UFC Foundation determines, in its sole judgment, was stolen, unissued, ineligible, altered counterfeit in whole or in part, defective, printed in duplicate or printed/produced in error will be void.

The UFC Foundation shall use the following rules to determine the identity of any Potential Winner and of the Official Winner of each prize: UFC Foundation conclusively presume that the person who is in possession of that raffle ticket is the lawful owner of that raffle ticket and that ticket's winning number, and the UFC Foundation shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning raffle ticket. In the unlikely event that an error or problem in the administration of the raffle results in two (2) or more raffle ticket purchasers holding winning raffle tickets that contain identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning entry.

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) entries or payments that are delayed, misdirected, undelivered, not fully captured, or garbled; (4) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the raffle (collectively, as described in clauses (1) through (4), "Errors"), including without limitation Errors in raffle-related materials or in the administration of the raffle, such as Errors in processing entries, identifying Potential Winners, determining the Official Winners, or announcing or delivering a prize. In addition, the Released Parties are not responsible if any portion of the raffle is compromised, in the sole judgment of the UFC Foundation, by non-authorized activity or other causes which, in the UFC Foundation's sole judgment, corrupt or impair the administration, security or fairness of the raffle, or the proper submission or capture of entries (collectively, a "Compromising Event").

In the event of a Compromising Event, the UFC Foundation reserves the right, in its sole discretion, to suspend, modify or terminate the raffle. If the raffle is not terminated, the UFC Foundation reserves the right to select winners from all eligible, non-suspect entries received before the known occurrence or discovery of such Compromising Event. All entry purchases shall be final, and no refunds or replacements will be issued by the UFC Foundation. The UFC Foundation reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the raffle process or the operation of the raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

Any attempt by any person to deliberately undermine the legitimate operation of this raffle is a violation of criminal and civil laws, and should such an attempt be made, the UFC Foundation reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The UFC Foundation's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. The UFC Foundation has sole and final decision on the admissibility of entries and the determination of Official Winners.

**RELEASE OF LIABILITY:** By entering, each entrant agrees to abide and be bound to these Official Rules, and to release, indemnify and hold harmless:

The UFC Foundation, Ultimate Fighting Championship and all event sponsors and each of their respective directors, officers, owners, shareholders, subsidiaries, members, partners, agents, representatives, employees, successors, parents, heirs, executors, administrators and affiliates (individually a "Released Party" and collectively, the "Released Parties") from and against any and all liability, claims, losses, damages or causes of action of any kind (however named or described) with respect to or arising out of (i) entrant's participation in the raffle or winning any prize, or (ii) entrant's acceptance, possession, misuse or use of any prize or participation in this raffle or any raffle related activity. In addition, each Official Winner agrees to release, 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 participating in the raffle or the Official Winner's acceptance or use of any prize.

**LIMITATION OF LIABILITY:** A raffle entrant's sole and exclusive remedy for any Released Party's breach of duty or conduct related to the raffle shall be limited to the return of the purchase price paid for his or her raffle tickets. In no event shall any Released Party be liable to any person 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, arising out of the raffle.

**PUBLICITY RELEASE:** Each Official Winner, by accepting his or her prize, grants the UFC Foundation, Ultimate Fighting Championship, and each entity's designees and affiliates, full permission, except where legally prohibited, to use that Official Winner'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 on the Internet and world wide web, in perpetuity.

**TRADEMARKS:** All trademarks are the property of their respective owners and may not be used except with express written consent of the trademark owners.

**DISPUTES; SEVERABILITY:** Each raffle participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this raffle, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Las Vegas, Nevada, and each raffle participant submits to sole and exclusive personal jurisdiction of said courts in Nevada for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred to purchase the raffle tickets, but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket costs to purchase the raffle tickets, and entrant waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants or the UFC Foundation in connection with the raffle shall be governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules of provisions which would cause the application of the laws of any jurisdiction other than the State of Nevada. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.