



**OFFICIAL RULES:**

By participating in the Raffle, each person who buys (a "Purchaser") or holds a Raffle ticket (a "Ticket Holder") represents and warrants to Thayer Academy ("Sponsor") that he/she has read these Official Rules (the "Rules") and agrees to be bound by these Rules and by the decisions of Thayer Academy ("Sponsor"). Sponsor's interpretation and application of these Rules is conclusive and final. The Raffle is subject to all applicable federal, state and local laws. This Raffle is void wherever prohibited by law.

Sponsor reserves the right to modify these Rules and/or impose additional conditions, procedures, and requirements as may be necessary or required for the Raffle and the award of the Prize (defined below) to comply with the laws of the Commonwealth of Massachusetts (the "Commonwealth").

**SPONSOR:**

Thayer Academy, 745 Washington Street, Braintree, MA 02184. Nonprofit Tax ID Number 04-2105781.

**NET PROCEEDS:**

All net proceeds of the Raffle will benefit Thayer Academy, a Massachusetts nonprofit educational institution that is tax exempt under Section 501(c)(3) of the Internal Revenue Code. Because a portion of proceeds will be applied to credit card processing fees, approximately 97% of the proceeds from every Raffle ticket sold will be used to help fund Thayer Academy's financial aid program.

**PRIZE:**

The prize consists of a ticket package for the Boston Red Sox vs. New York Yankees London series (the "Games"), which is scheduled to take place on June 29, 2019, and June 30, 2019. The ticket package (collectively the "Prize") consists of a three (3)-night stay at the Sheraton Grand London Park Lane (the "Lodging"); two (2) tickets in Premium Seating to both Games; two (2) tickets to a VIP reception with Boston Red Sox players in attendance (the "Reception"); and ground transportation to and from the stadium, and to and from the VIP reception (collectively, the "Transportation"). One (1) Official Winner (defined below) will receive the Prize. THE PRIZE DOES NOT INCLUDE AIRFARE. The appraised value of the Prize is approximately \$5,500. The Prize is available for inspection on the Drawing Date (defined below).

The Prize will be awarded "as is," with no warranty or guarantee of any kind by Sponsor, either express or implied. The Official Winner may not substitute, assign, or transfer the Prize or redeem the Prize for cash.

**ELIGIBILITY TO ENTER:**

The following persons are NOT ELIGIBLE to participate in the Raffle or to win the Prize: Employees, officers, directors, or members of Sponsor who have been directly involved in the promotion or operation of the Raffle (each of which is an "Ineligible Party"), and any immediate family members of any Ineligible Party. "Immediate family members" means spouses, parents, grandparents, children, grandchildren, and siblings (and any of their respective spouses) of an Ineligible Party.

**TICKET HOLDERS:**

The Purchaser is, by default, considered to be the Ticket Holder. However, the Purchaser may designate a third party as the Ticket Holder provided that the third party is otherwise eligible under the Rules. That third party must agree to be designated as the Ticket Holder, and in doing so he/she also agrees to be bound by these Rules. A Purchaser who designates a third party as the Ticket Holder gives up any claim that he/she might have to the Prize if the designated third party becomes the Official Winner. Only one person may be designated as the Ticket Holder for each ticket. If a ticket names more than one person as a Ticket Holder and that ticket is the winning ticket, Sponsor will deem the person named first on the Ticket (defined below) as the Ticket Holder and declare that first person as the Potential Winner (defined below).

A Ticket Holder cannot give away, assign, or transfer his/her interest in a Ticket or in the Prize.

Sponsor reserves the right to require reasonable evidence of the eligibility of a Purchaser or Ticket Holder at any time and to void any Ticket sold to, or held by, a person who does not meet the eligibility requirements or who is otherwise legally precluded from holding a Ticket or participating in the Raffle.

**PROHIBITED PERSONS:**

A person cannot be a Purchaser or a Ticket Holder if such person is a person (a) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's "Specially Designated Nationals and Blocked Persons List") or under any statute or executive order or (b) who is acting, directly or indirectly, for or on behalf of any such person.

Anyone deemed by Sponsor, in its sole discretion, to be in a position to create even a perception of having an undue influence on the results of the Raffle, whether or not any such undue influence actually exists, is not eligible to participate or win.

Sponsor reserves the right, in its sole discretion, to void any and all orders or Tickets of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of the Raffle, or who is otherwise not in compliance with the Rules.

**PURCHASING RAFFLE TICKETS:**

The price of a single Raffle ticket (a "Ticket") will be \$25, regardless of method of purchase. Five (5) Tickets may be purchased for \$100, and fifteen (15) Tickets may be purchased for \$250, regardless of method of purchase. There are no other discounts, and there are no complimentary Tickets.

All Purchasers must provide their names, addresses, telephone numbers and (if available) e-mail addresses at the time of purchase, as well as the same for the Ticket Holder (if different from the Purchaser). All Purchasers and Ticket Holders consent to Sponsor sharing this information with the Commonwealth, as required by law. Sponsor shall be the sole judge of the validity and eligibility of all Tickets. Tickets which are or appear to be tampered with are void. All Ticket purchases shall be final, and no refunds or replacements will be issued by Sponsor. To be valid, all Tickets must be purchased no later than the dates specified below, based on the method of purchase.

**METHOD OF PURCHASE:**

Tickets may be purchased either in person or online. In-person tickets may be purchased at Thayer Academy Alumni House, 700 Washington Street, Braintree, Massachusetts, between the hours of 9:00 a.m. ET and 5:00 p.m. ET, Monday through Friday, beginning on Thursday, April 18, 2019, at 9:00 a.m. ET, and ending no later than Friday, May 10, 2019, at 4:30 p.m. ET, or, if Tickets are still available, at the General's Open Golf Tournament and Tennis Event on Monday, May 13, 2019, until 2:00 p.m. ET. Online tickets may be purchased at [www.Thayer.org](http://www.Thayer.org) (the "website") beginning on Thursday, April 18, 2019, at 8:00 a.m. ET, and ending no later than Monday, May 13, 2019, at 2:00 p.m. ET. To be valid, Tickets purchased online must be downloaded from the website at the time of purchase. Tickets will only be sold until the maximum number of Tickets is sold. Even if the maximum number is reached prior to the dates specified above, no additional Tickets will be sold. Sponsor, in its sole discretion, may, without notice, penalty, or offer of a refund, and as often as it determines to be necessary, alter the specified dates or times specified.

Purchasers, regardless of method of purchase, must be eighteen (18) years of age or older at the time of purchase. Ticket Holders must be eighteen (18) years of age or older at the time of the Drawing Date. Online tickets may only be purchased by residents of Massachusetts who are present in Massachusetts at the time of purchase. In-person Purchasers must sign their Tickets. Online Purchasers must type their electronic signature in the course of purchasing a Ticket, and this electronic signature will be electronically affixed to the Ticket(s) as required by the Commonwealth. This electronic signature is equivalent to a written signature. All Purchasers certify with their written and electronic signatures that they have read and agree to the Rules.

**RAFFLE TICKETS ARE NON-DEDUCTIBLE:**

No portion of the Ticket price may be deducted as a charitable contribution for federal income tax purposes.

**MAXIMUM NUMBER OF RAFFLE TICKETS:**

A maximum total of 1,500 Tickets will be sold. If 1,500 Tickets are sold, the Raffle shall be deemed "sold out" at that point and no additional Tickets will be sold. A minimum of 250 Tickets must be sold. If this minimum number of Tickets is not sold prior to the Drawing, the Drawing will not take place, and within thirty (30) days of the Drawing, Sponsor will refund the money to any Purchasers.

**ODDS:**

The odds of winning the Prize depend on the number of Tickets entered into the Raffle. If the maximum 1,500 Tickets are sold, the odds of winning for each Ticket are 1 in 1,500. If less than the maximum Tickets are sold, the odds of winning will be greater.

**TRANSFER OF RAFFLE ENTRIES:**

Ticket Holders may NOT give away or otherwise transfer any Ticket. Neither Purchasers nor Ticket Holders may resell any Ticket to another party, or knowingly give any Ticket away to another for the purpose of allowing another party to resell any Ticket. All Tickets which have been resold or otherwise transferred in violation of these Rules shall be void. All individuals who resell or otherwise transfer any Ticket in violation of these Rules shall be ineligible to participate in the Raffle or win the Prize.

**DRAWING:**

The winning Ticket number will be selected in a random drawing in the form of a helicopter ball drop (the "Drawing"). Each Ticket will correspond to a numbered golf ball, with the number on each Ticket matching the number on one golf ball and the number on each golf ball corresponding to the number on one Ticket. The golf balls will be dropped in the vicinity of a designated hole, and the number of the golf ball that first goes into the hole will be the number of the winning Ticket. If multiple golf balls go into the hole, only the number of the first ball to drop into the hole, in the sole judgment of Sponsor, will be the winning Ticket number. If no golf balls drop into the hole, the number of the ball closest to the hole, in the sole judgment of Sponsor, will be the winning Ticket number.

Once the balls have been dropped, no person may touch any of the dropped balls, directly or indirectly, except an individual involved in the promotion or operation of the Raffle, until the Raffle is complete and the Potential Winner has been announced. Any person who touches any dropped ball prior to the announcement of the Potential Winner will be ineligible for the Prize.

Sponsor reserves the right, in its sole discretion to change the method of Drawing.

The Drawing will be held at the General's Open Golf Tournament and Tennis Event at Black Rock Country Club in Hingham, MA, on Monday, May 13, 2019 (the "Drawing Date"). Sponsor, at its sole discretion, may, without any notice, penalty, or offer of a refund, and as often as Sponsor, in its sole discretion, determines to be necessary, change the Drawing Date, but in no circumstances will the Drawing take place later than Monday, May 20, 2019. The Raffle is being conducted pursuant to a raffle permit issued to Sponsor by the Town of Hingham.

**NOTIFICATION OF POTENTIAL WINNER:**

The winning Ticket number will be announced by Sponsor at the Drawing, and Sponsor will call the phone number of the corresponding Ticket Holder (the "Potential Winner") within one hour of the Drawing (the "Notification"). The Potential Winner has seven (7) calendar days from the time of Notification, to present his/her winning Ticket to claim the Prize. If the Potential Winner does not validly present the winning Ticket within seven days from Notification, he/she forfeits any right to the Prize, and Sponsor reserves the right to conduct another random drawing from the remaining pool of eligible Tickets. Sponsor shall draw additional numbers if needed before Friday, May 24, 2019, until a valid winner is selected.

**DETERMINATION OF OFFICIAL WINNER:**

Sponsor shall have the sole discretion to determine whether the Potential Winner is the official winner of the Prize (the "Official Winner"). Sponsor's decision concerning the identity of the Official Winner shall be final and binding. To become the Official Winner, the Potential Winner must be eligible to participate in the Raffle under these Rules and must not be in violation of these Rules as determined in Sponsor's sole judgment. Before the Prize is awarded, in order to become the Official Winner, the Winner must: (1) provide his or her winning Ticket within seven days of Notification to be inspected and verified by Sponsor; (2) provide to Sponsor satisfactory proof that he/she is the person named on the winning Ticket, including, but not limited to, proof of identification and proof of address; (3) execute and return to Sponsor an affidavit of eligibility on a form to be provided by Sponsor; and (4) execute IRS Form W-9 (W-8BEN for non-US residents) and provide Sponsor with payment for any required withholding taxes that are due, as described below under "TAXES." If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to the Potential Winner, or if Sponsor is unable for any reason to identify the holder of a winning Ticket or to contact the Potential Winner, then that Potential Winner's Prize will be deemed forfeited and, at Sponsor's sole discretion, an alternate Potential Winner will be selected, through another random drawing from the remaining pool of eligible Tickets. This process will be so repeated until an Official Winner is selected.

In the case of a Ticket that was purchased online, Sponsor shall conclusively presume that the Purchaser of the winning Ticket, as determined by credit card purchase records, is the lawful owner of that Ticket and thus the Potential Winner, unless another Ticket Holder was designated at the time of purchase, in which case Sponsor shall conclusively presume that the Ticket Holder of the winning Ticket is the lawful owner of that Ticket. In the case of a Ticket that was purchased in person, Sponsor shall conclusively presume that the Ticket Holder of the winning Ticket is the lawful owner of that Ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more Purchasers holding winning Tickets that contain identical Ticket numbers, then the Ticket that was purchased first, as conclusively determined by Sponsor's records alone, shall be deemed to hold the winning Ticket.

**AWARD OF PRIZE TO OFFICIAL WINNER:**

The Prize will be awarded to the Potential Winner who has been designated by Sponsor as the Official Winner. In order to claim the Prize the Official Winner must appear in person at Thayer Academy, 745 Washington Street, Braintree, Massachusetts, with the winning Ticket between the hours of 9:00 a.m. ET and 4:30 p.m. ET, Monday through Friday unless alternate arrangements are made and approved in writing by authorized Thayer Academy staff. At that time, Sponsor and the Official Winner will arrange for the means by which the Official Winner will claim the Prize.

**TAXES:**

All federal, state and local income taxes resulting from the Prize are the ultimate responsibility of the Official Winner. The taxable value of the Prize is considered to be ordinary income to the Official Winner for federal and state income tax purposes. In order to qualify as the Official Winner, and prior to receiving the Prize from Sponsor (or any portion thereof), the Potential Winner will be required by law to pre-pay a portion of the tax liability incurred in connection with the receipt of the Prize. As a condition of qualifying to be the Official Winner, the Potential Winner authorizes Sponsor to withhold the required amount and report the award of the Prize in accordance with applicable law. Because the Prize consists of a non-cash prize, applicable law requires that the Potential Winner pay twenty-nine (29%) percent of the fair market value of the Prize to Sponsor, which Sponsor will remit to the Internal Revenue Service ("IRS") and to the Commonwealth in the proportions required by law.

To mitigate these expenses, in addition to the Prize itself, the Raffle will provide a cash prize, paid directly to the IRS and to the Commonwealth, as the case may be, that is sufficient to cover the approximate withholding requirements of the IRS and the Commonwealth such that the Official Winner is not required to remit any funds to Sponsor to claim his/her prize. However, this cash prize is only meant to mitigate the Official Winner's tax liability, and the Official Winner, depending on his/her personal circumstances, may or may not be required to pay additional taxes to the IRS and/or the Commonwealth. Any additional taxes that may be due are the sole responsibility of the Official Winner. Please consult with your tax advisor to determine what your personal tax liability would be should you win the Prize.

**GENERAL CONDITIONS:**

The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Tickets which are stolen, lost, damaged, illegible, given away, or no longer in the purchaser's possession; (2) Tickets that have been or may have been tampered with or re-sold in violation of these Rules; (3) Tickets or payments that are delayed, misdirected, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website, Internet connection, computer, telephone, cable or satellite modem or connection, hand held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server ISP, or any equipment or programming used in or associated with the Raffle; (4) the inability of a Purchaser or prospective purchaser of a Ticket to connect or stay connected to the Internet, to log on to any website, or to participate in or complete any online communication or activity related to the Raffle; (5) 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 (5), "Errors"), including, without limitation, Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Tickets, identifying Potential Winners, determining Official Winners, or announcing or delivering the Prize (or any portion thereof); or (6) any injury or damage to any person's computer equipment related to or resulting from participation in this Raffle, the use of any website associated with the Raffle, or the downloading of any materials from such website(s). Anyone who tampers with or abuses the downloading of any aspect of the Raffle or associated website, as determined in Sponsor's sole judgment, will be disqualified from participation in the Raffle and will be deemed to have forfeited all claims to the Prize (or any portion thereof). If any portion of the Raffle is compromised, in Sponsor's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor's sole judgment, corrupt or impair the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of Tickets (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select winners from all eligible, non-suspect Tickets received before the known occurrence or discovery of such Compromising Event. If a Compromising Event causes a complete cancellation of the Raffle, Sponsor, in its sole discretion, may refund the Purchasers their money for their Ticket purchases, or if Sponsor, in its sole discretion, determines such refunds to be impossible, or too expensive to process, Sponsor may then announce on its website that the Raffle is null and void and that any and all Ticket purchases have been reclassified as donations to Sponsor. If Sponsor declares that any such Ticket purchases are now donations, they will then become tax deductible, as charitable contributions, to the fullest extent allowed by law.

Any attempt to deliberately damage any website associated with this Raffle in any way, or undermine the content or legitimate operation of this raffle, may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor will disqualify any such entrant and reserve the right to seek damages (including attorneys' fees) and/or other remedies from any such person or persons responsible for the attempt to the fullest extent permissible by law.

If Sponsor, in its sole determination, disqualifies a Potential Winner, the Potential Winner will not be entitled to any refund of any kind. If the Potential Winner is disqualified for any reason, an alternate Potential Winner will be selected from the remaining Tickets until such as time as an Official Winner has been selected. Once an Official Winner has been selected, if Sponsor, in its sole determination, determines that there is not enough time for the Official Winner to claim and receive all, or some, of the Prize, Sponsor may, in its sole discretion, replace all or a portion of the Prize with other prize items of similar or greater value, or with a cash payment. In no event will any such cash payment exceed the fair market value of the Prize.

**RELEASE OF LIABILITY:**

Purchasers and Ticket Holders, by participation in the Raffle, agree that the employees, officers, directors, or members of Thayer Academy (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for injuries, losses, costs, expenses, or damages of any kind, including damages for death, personal injury, property damage or property loss, or other harm resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle or the acceptance, receipt, possession, misuse or use of any Ticket or Prize, or any travel or activity related thereto. The Released Parties are not responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage, or any other natural or man-made disaster outside their control that may cause the cancellation or postponement of the Raffle, the inability of Sponsor to deliver any or all of the Prize, or that may cause the cancellation, postponement, or any other change or impairment of any aspect of the Prize, including, but not limited to, the Games, the Lodging, the Transportation, or the Reception.

The Official Winner and his/her guest(s) (if any) are only entitled to the Lodging and the Transportation on the dates and times specified by Sponsor (dates and times are subject to change). The Official Winner and guest(s) (if any) are responsible for their own airfare and must possess all required travel documents (e.g., valid photo ID, passport, visa, etc.) prior to departure. Lodging and Transportation are provided to the Official Winner and his/her guest(s) (if any) on an if-needed, if-used basis, and no additional compensation or substitution will be awarded for difference in Prize value if any such travel-related Prize item is not needed or used. The Ticket Holder acknowledges and agrees that the dates, times, and availability of the Games, Reception, Lodging, and Transportation are beyond the control of Sponsor and the Released Parties. All Transportation and Lodging details will be determined by Sponsor at its sole discretion.

**PUBLICITY RELEASE:**

The Official Winner, by accepting his/her Prize, grants Sponsor full permission, except where legally prohibited, to use the 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.

**COPYRIGHT:**

All Raffle materials are copyrighted by Sponsor, and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

**ARBITRATION:**

If there is a dispute of any kind regarding the award of the Prize or the conduct of the Raffle, Sponsor and all Purchasers and Ticket Holders agree to arbitrate such dispute individually, without resort to any form of class action. Such dispute shall be decided by binding arbitration in accordance with the rules of the American Arbitration Association then in effect and shall be governed by the United States Arbitration Act (9 U.S.C. §§ 1-16). Such arbitration shall be before an arbitrator appointed by the Boston, Massachusetts, office of the American Arbitration Association, and such arbitration shall be held and conducted in the Boston metropolitan area, and the costs of any such arbitration shall be shared equally by both parties. However, notwithstanding the foregoing, each party shall bear its own costs of representation. All Purchasers and Ticket Holders waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses (i.e., costs associated with ordering and purchasing Ticket(s)), and under no circumstances will Ticket Holders be permitted to obtain such damages. In the event that a Ticket Holder prevails in any such arbitration, his/her damages shall be limited to the actual amount that he/she paid for the Ticket(s) he/she purchased.

**GOVERNING LAW; SEVERABILITY:**

The Raffle and these Rules shall be subject to and governed by the laws of the Commonwealth. If there is a conflict between these Rules and the laws of the Commonwealth, the law of the Commonwealth shall govern. If a court of competent jurisdiction finds that any provision of these Rules, or their application to a particular person or circumstances, is invalid or unenforceable to any extent, then the remainder of these Rules, and the application of all of these Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.

**PLEASE NOTE:**

Depositing raffle tickets or related materials in the US Mail is a violation of federal law and could lead to criminal penalties.