

**PACE ACADEMY, INC.**  
**PARENTS CLUB 2023-2024 TUITION RAFFLE**  
**OFFICIAL RULES**

1. **SPONSOR**: This Parents Club 2023-2024 Tuition Raffle (“Raffle”) is sponsored by Pace Academy, Inc., a non-profit educational corporation duly organized under the laws of the State of Georgia, with its principal place of business located at 966 West Paces Ferry Road NW, Atlanta, Georgia 30327 (“Pace”).

2. **AGREEMENT TO RULES**: By purchasing a ticket for this Raffle (“Raffle Ticket”), each eligible Participant (“Participant”) represents that he or she meets all of the below-stated eligibility requirements and agrees to be bound by these Official Rules, by all applicable laws, ordinances, and regulations, and by the decisions of Pace or its authorized representative(s) with respect to this Raffle, these Official Rules, and Pace’s sole interpretation of these Official Rules, which shall be final. By entering this Raffle, Participant agrees to release Pace and its parents, its subsidiaries, and related or affiliated entities, and its and their past, present, and/or future directors, administrators, officers, trustees, directors, employees, agents, attorneys, insurers, reinsurers, representatives, assigns, advertising and promotion agencies, and media, including social media (“Raffle Entities”), from any and all liability, loss, or damage arising out of Participant’s participation in this Raffle or with respect to the awarding, receipt, possession, use and/or misuse of the Prize (as defined below).

3. **ELIGIBILITY**: This Raffle is open only to legal residents of the United States who are of legal age in their state of residence prior to the beginning of this Raffle Period (as defined below).

4. **RAFFLE PERIOD**: Raffle Tickets will be sold between January 17, 2023 at 9:00 AM Eastern Time and March 25, 2023 at 8:15 PM Eastern Time (“Raffle Period”). Pace’s official clock shall determine the applicable time(s).

5. **HOW TO ENTER**: Raffle Tickets may be purchased for One Hundred and No/100 Dollars (\$100.00) per ticket. Only one (1) Participant may be entered in this Raffle per Raffle Ticket sold. If the name of more than one (1) person is provided on an entry form and the corresponding Raffle Ticket is selected as a winning ticket, then the person named first will be deemed as the holder of record of that Raffle Ticket and declared the winner. Pace is not responsible for resolving any disputes that may arise from different individuals listed on a winning entry form or Raffle Ticket. An individual may purchase as many Raffle Tickets as he or she may wish. Raffle Tickets may be purchased online through Greater Giving. All entries must include payment by credit card. Pace reserves the right to reject any entry form that is submitted without proper payment. Upon receipt and acceptance by Pace of a proper entry form, a receipt of purchase will be sent via electronic mail to the purchaser at the electronic mail address provided by the purchaser during the Raffle Ticket purchase process. It is the purchaser’s responsibility to provide a valid, deliverable electronic mail address to Pace. All Raffle Ticket purchases must be made during the Raffle Period. The Raffle Entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets, 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 technical problem. Raffle Ticket numbers will be assigned randomly,

and Participants will not be able to pick a number. All Raffle Ticket sales are final. There are no refunds, except as otherwise provided in these Official Rules.

**6. WINNER SELECTION BY RANDOM DRAWING:**

- a. Unless otherwise indicated by Pace, the winner will be selected on March 25, 2023 (“Selection Date”) at the annual Parents Club Gala and Auction, by random drawing from all eligible Raffle Tickets sold during the Raffle Period. Odds of winning depend upon the number of Raffle Tickets sold during the Raffle Period. The winner does not have to be present on the Selection Date to be eligible to receive the Prize (as defined below).
- b. The winner will be announced at the annual Parents Club Gala and Action, and Pace will send to the winner a notification within five (5) days of the Selection Date using the electronic mail address provided when the winning Raffle Ticket was purchased. The winner must respond to the notification within five (5) days from the date of transmission of the notification by Pace, following which the winner will receive prize redemption information. If the winner does not meet the eligibility requirements or does not timely respond to the notification, Pace reserves the right to award the Prize (as defined below) to another randomly selected winner.

**7. PRIZE:** The winner will receive a tuition credit for one student enrolled at Pace for academic year 2023-2024 (“Prize”), subject to the following terms and conditions:

- a. The Prize must be applied to the account of a student enrolled at Pace for academic year 2022-2023 **and** academic year 2023-2024.
- b. The Prize amount will be based on the scheduled Middle/Upper School tuition for academic year 2023-2024 as published by Pace in its sole and unilateral discretion.
- c. If, by the close of the Raffle Period, the total value of Raffle Tickets sold amounts to less than the 2023-2024 Middle/Upper School tuition as published by Pace in its sole and unilateral discretion, the value of the Prize will be limited to 50% of the total value of Raffle Tickets sold.
- d. Pace will only apply the Prize to tuition charges; additional fees, books, and other miscellaneous charges are not eligible for Prize credit. The Prize is not redeemable for cash.
- e. If the winner elects to apply the Prize to the account of a student receiving financial aid from Pace, the amount of the Prize will be limited to the balance due on the student’s account, net of financial aid. No additional cash or other Prize credit will be applied to the student’s account.

- f. If the winner elects to apply the Prize to the account of a student who does not return to Pace for academic year 2023-2024 for any reason whatsoever, the Prize will be forfeited.
- g. Participating in the Raffle does not guarantee admission or re-enrollment at Pace. Tickets may not be purchased for students applying for admission to Pace for the 2023-2024 academic year.

**8. TAXES:** Participant acknowledges that he or she has been informed that the Internal Revenue Service (IRS) has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts, and, therefore, the price of a Raffle Ticket does not qualify as a deductible charitable contribution. The winner is responsible for any and all federal, state and local taxes, fees, and other government assessments on the awarded Prize. Furthermore, the winner acknowledges that federal and/or state law requires that a tax withholding on certain Prize values must be collected from the winner upon award or distribution. Federal and/or state withholding laws are subject to change without notice. The withholding laws in effect at the time the Prize is claimed will be followed. Pace will cause an Internal Revenue Service Form W-2G to be issued to the the winner of the Prize, which the winner will be required to sign at a time and place determined by Pace in its sole discretion. As a condition to delivery of the Prize and within fourteen (14) days from notification to the winner of the Prize, the winner will be required to submit to Pace in full the estimated tax withholding payment for the Prize. Failure to make the estimated tax withholding payment within fourteen (14) days from notification to the winner of the Prize will subject the winner's Raffle Ticket to invalidation. In such event, a new winner will be randomly selected from the pool of remaining eligible Raffle Tickets. It is the winner's responsibility to consult his or her tax advisor with any questions.

**9. CLAIMING THE PRIZE:** The winner must provide Pace with all information required to claim the Prize (including tax identification information). The winner shall sign and return to Pace a liability/publicity release, affidavit of eligibility, and a tax indemnification guarantee (hereinafter collectively referred to as the "Required Documentation") by a date determined by Pace in form and substance satisfactory to Pace in order to be eligible to receive the Prize. If (i) any of the Required Documentation is not completed, signed, and/or returned within the stated time, (ii) the winner is deemed by Pace to be ineligible or not to have complied with these Official Rules, or (iii) the winner refuses to accept or fails to claim the Prize, then the Prize will be forfeited by the winner and an alternate winner may be selected from among all eligible entries timely received, if time permits. If a potential winner is not reachable at the electronic mail address provided to Pace or if a notification is returned as undeliverable, then the Prize will be forfeited and an alternate winner may be selected.

**10. TRANSFER OF THE RAFFLE TICKET:** Raffle Tickets may not be resold to any other person or entity. Any Raffle Ticket that has been resold is void. All individuals who resell, purchase, or receive a Raffle Ticket in violation of these Official Rules are ineligible to win the Prize.

**11. CANCELLATION; TERMINATION OF RAFFLE:** By purchasing a Raffle Ticket and choosing to participate in this Raffle, each Participant acknowledges and agrees that Pace has the right, in its sole discretion, to elect not to proceed with this 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.

**12. GENERAL:**

- a. This Raffle is void where prohibited or restricted by law.
- b. Internet entries will be declared made by the authorized account holder of the electronic mail address submitted at the time of entry. "Authorized account holder" means the natural person who is assigned to an electronic mail address by an internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning electronic mail addresses for the domain associated with the submitted electronic mail address.
- c. Pace reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle or Pace website, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY AN PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PACE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The Raffle Entities are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Raffle that may limit the ability to participate or by any human error that may occur in the processing of the entries in this Raffle. Pace reserves the right to modify or cancel this Raffle if it becomes technically corrupted. In such event, Pace will award the Prize by random drawing from eligible entries received prior to cancellation.
- d. The Prize is non-extendable, non-transferable, and non-cashable. Pace shall have no responsibility or obligation to a winner who is ineligible for the Prize or is unable to or who does not accept the Prize for any reason.

**13. PUBLICITY RELEASE:** Subject to applicable law, the winner irrevocably grants Pace the right to use the winner's name, voice, photograph, and/or biographical data for advertising, promotional, and/or publicity purposes, worldwide, in perpetuity, in all forms of media, including social media, and Pace's website, without any obligation or consideration except for the awarding of the Prize to the winner.

**14. PRIVACY:** Information submitted in connection with this Raffle will be treated in accordance with these Official Rules.

**15. RELEASE OF LIABILITY:** By entering this Raffle, each Participant agrees that the Raffle Entities will have no liability whatsoever for and are released and held harmless from any injury, loss, or damages of any kind to persons, including, but not limited to, death, personal injury, or property damage, due in whole or in part, directly or indirectly, from the acceptance, possession, use, non-use, or misuse of the Prize or participation in this Raffle or participation in any Raffle- or Prize-related activity. Winner assumes all liability for participation in all aspects of this Raffle.

**16. FORCE MAJEURE:** Except as otherwise expressly set out in these Official Rules, the Raffle Entities shall not be liable or responsible for any failure to perform, or delay in performance of, any of their respective obligations that are caused by events outside of their reasonable control. Pace is not responsible if this Raffle terminates or any Prize cannot be used or redeemed due to pandemic, Acts of God, war, terrorism, explosions, fires, floods, or other natural calamities, bad weather, strikes, riot, civil disruption, internet failures, acts of the winner, or for any other occurrences that are outside of Pace's reasonable control.

**17. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION:** The parties agree that if any controversy or claim arising out of or relating to these Official Rules cannot be settled through direct discussions, they will endeavor first to settle the controversy or claim by a mediation administered by the American Arbitration Association ("AAA") under its then-applicable Commercial Arbitration Rules and Mediation Procedures. If the dispute is not otherwise resolved through direct discussions or mediation, the parties agree that the controversy or claim, including the scope or applicability of this agreement to arbitrate, will then be resolved by final and binding confidential arbitration in Atlanta, Georgia to be administered by AAA in accordance with its then-applicable Commercial Arbitration Rules and Mediation Procedures, including without limitation, the rule providing that each party will pay its pro rata share of AAA fees and expenses and the rules providing for limited discovery and other exchange(s) of information. The AAA rules are available at [www.adr.org](http://www.adr.org). The AAA rules for selection of a single arbitrator will be followed. The parties further agree to the exclusive jurisdiction and venue of a court of competent jurisdiction Atlanta, Georgia with respect to the appeal of any decision rendered during arbitration.

**18. WAIVER OF TRIAL BY JURY: TRIAL BY JURY IS HEREBY WAIVED WITH RESPECT TO ANY DISPUTE OR LITIGATION ARISING FROM OR RELATED TO THESE OFFICIAL RULES OR ANY SUBJECT MATTER RELATED THERETO. THE PROVISIONS IN THIS PARAGRAPH ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THESE OFFICIAL RULES.**

**19. LIMITATION OF LIABILITY:** Notwithstanding the above, each Participant agrees that (i) any and all disputes, claims, and causes of action not waived arising out of or in connection with this Raffle or the Prize shall be resolved individually, without resorting to any form of class action, (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Raffle, but in no event attorneys' fees, and (iii) under no circumstances may a Participant 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 expenses, and any and all rights to have damages multiplied or otherwise increased. IN NO EVENT SHALL THE RAFFLE ENTITIES BE LIABLE FOR

DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO ANY INDIVIDUAL ENTRANT IN THE RAFFLE.

**20. SEVERABILITY:** The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

**21. WINNERS' LIST:** To obtain a list of winners, send a self-addressed, stamped envelope within thirty (30) days of the Selection Date to: Pace Academy, Inc., c/o Chief Financial Officer, 966 West Paces Ferry Road NW, Atlanta, Georgia 30327.

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