

## **Pacers Foundation 50/50 Raffle OFFICIAL RULES**

Promoter/Sponsor of this Pacers Foundation 50/50 Raffle is Pacers Foundation, Inc. ("Pacers Foundation"), with an address of 125 S. Pennsylvania Street, Indianapolis, IN, 46204, and Co-Sponsor is the G-Unity Foundation Inc. ("G-Unity Foundation"), with an address of 21731 Ventura Blvd. 300, Woodland Hills, CA 91364. By participating in the Pacers Foundation 50/50 Raffle at an Indiana Pacers home game during the 2024-25 NBA season or at an Indiana Fever home game during the 2024 WNBA season (each, a "Raffle"), each entrant agrees to be bound by the terms and conditions provided in these Official Rules as well as by all interpretations of these Official Rules by Pacers Foundation and by all other decisions of Pacers Foundation, including resolution of disputes in connection with this Raffle, which are final and binding in all matters relating to the Raffle.

### **ELIGIBILITY**

**Raffle Tickets (the "Raffle Ticket(s)") may only be purchased by individuals who are at the Gainbridge Fieldhouse facility at the time of Raffle Ticket purchase, and who are: (i) legal U.S. citizens (excluding residents of Rhode Island and Puerto Rico); and (ii) at least 18 years of age or older. Residents of Rhode Island or Puerto Rico are not eligible to enter. Employees and immediate families of employees (spouse, parents, siblings, and children) of AscendFS Delaware, Inc. ("Ascend"), G-Unity Foundation, Pacers Foundation, Pacers Basketball, LLC d/b/a Indiana Pacers and Pacers Sports & Entertainment ("Pacers"), Fever Basketball, LLC d/b/a Indiana Fever ("Fever"), the National Basketball Association and its Member Teams, the Women's National Basketball Association and its Teams, NBA Properties, Inc., WNBA Enterprises, LLC and each of their respective parents, subsidiaries, affiliates and related entities, as well as each of the aforementioned parties' respective directors, officers, owners, members, employees and agents are not able to enter or win.**

### **ENTRY PERIOD**

Each Raffle begins thirty (30) minutes before doors open at select Indiana Pacers home basketball games throughout the 2024-25 NBA season and select Indiana Fever home basketball games throughout the 2024 WNBA season (each, a "Game") and ends at the start of the 3<sup>rd</sup> quarter of the applicable Game, or such other time as determined by Pacers Foundation in its sole discretion (each an "Entry Period" and collectively the "Raffle Periods").

**\*Notwithstanding anything to the contrary herein, Pacers Foundation will conduct a progressive Raffle (the "Progressive Raffle") during all February 2025 Indiana Pacers regular season home games: 2/1/2025, 2/11/2025, 2/20/2025, 2/23/2025, 2/24/2025, and 2/26/2025 (each, a "Progressive Raffle Game" and collectively, the "Progressive Raffle Games"). The winner of the prize for the Progressive Raffle will be selected randomly from among all Raffle Tickets sold during the Progressive Raffle. All Raffle Tickets purchased during the Entry Period of each Progressive Raffle Game will be combined into one drawing that will occur during the Progressive Raffle Game on February 26, 2025. For the avoidance of doubt, no Drawings will occur during the Progressive Raffle Games on February 1, 2025, February 11, 2025, February 20, 2025, February 23, 2025, and February 24, 2025. The winning Raffle Ticket of the Progressive Raffle will be announced during the 3<sup>rd</sup> quarter or the start of the 4<sup>th</sup> quarter of the Progressive Raffle Game on February 26, 2025 at Gainbridge Fieldhouse via the Public Address System. The entrant that purchased the winning Progressive Raffle Raffle Ticket receives fifty (50%) of the net proceeds (total collected by Pacers Foundation minus any related expenses from the Raffle Ticket sales) for the Progressive Raffle. All remaining proceeds from the Progressive Raffle are retained by Pacers Foundation and/or the participating charitable organizations for the Progressive Raffle. The winning Raffle Ticket number will also be posted on pacers5050.com no later than forty-eight (48) hours after the conclusion of Progressive Raffle Game on February 26, 2025. Winner does not need to be present when the winner is announced at Gainbridge Fieldhouse to win. All non-winning Raffle Tickets purchased during the Progressive Raffle will be forfeited and only newly purchased Raffle Tickets during a future Entry Period will be eligible to win in that future Entry Period.\***

## **HOW TO ENTER**

Raffle Tickets will be sold for each Raffle throughout the Gainbridge Fieldhouse facility at the Game. To enter during an Entry Period, entrant must purchase a Raffle Ticket at the Game using one of the purchase methods described herein. **As outlined below and in accordance with all legal and regulatory requirements, Raffle Tickets may be purchased using debit/credit cards only (accepted payment method(s) subject to change as determined by Pacers Foundation in its sole discretion).** Raffle Tickets will be sold in the following amounts: three (3) raffle tickets for \$5, five (5) raffle tickets for \$10, forty-three (43) raffle tickets for \$20, or one hundred twenty (120) raffle tickets for \$40. Prices of Raffle Tickets are subject to change at any time, in Pacers Foundation's sole discretion. Raffle Tickets may be purchased throughout the Gainbridge Fieldhouse facility as follows during the applicable Entry Period:

- (i) **In-Person:** Eligible entrants may purchase Raffle Tickets in person from a Pacers Foundation representative at the Game at (1) any Raffle kiosk; or (ii) at other designated locations throughout the Gainbridge Fieldhouse facility; or
- (ii) **Electronically:** Eligible entrants may purchase Raffle Tickets electronically by visiting pacers5050.com and following the purchase instructions. Pursuant to Indiana Code 4-32.3-5-23(d), **this URL is geo-gated and is only accessible via mobile or tablet devices throughout the Gainbridge Fieldhouse facility during the Entry Period.**

There is no limit on the number of Raffle Tickets an individual may purchase during an Entry Period. All Raffle Ticket purchases must be completed by the end of the applicable Entry Period to be eligible for the applicable Drawing.

Each Raffle Ticket is a receipt for the entrant and will reflect the number of entries purchased in a single transaction. Each Raffle Ticket will include unique ticket numbers (or Raffle draw numbers) for each entry purchased. **ALL RAFFLE TICKET PURCHASES ARE FINAL, AND NO REFUNDS OR REPLACEMENTS WILL BE ISSUED UNDER ANY CIRCUMSTANCE. RAFFLE TICKETS ARE ONLY VALID FOR THE RAFFLE DRAWING HELD ON THE DATE OF PURCHASE.**

## **WINNER SELECTION**

There will be one (1) winner per Entry Period. The winner of the prize for each Entry Period will be selected randomly from among all Raffle Tickets sold after the conclusion of the applicable Entry Period (each, a "Drawing"). The winning Raffle Ticket number will be announced during the 3<sup>rd</sup> quarter or the start of the 4<sup>th</sup> quarter of the applicable Game at Gainbridge Fieldhouse via the Public Address System. The winning Raffle Ticket number will also be posted on pacers5050.com no later than forty-eight (48) hours of the conclusion of the applicable Game at Gainbridge Fieldhouse. Winner does not need to be present when the winner is announced at Gainbridge Fieldhouse to win. All non-winning Raffle Tickets in an applicable Entry Period will be forfeited and only newly purchased Raffle tickets during a future Entry Period will be eligible to win in that future Entry Period.

There are two (2) ways to claim a prize: (a) if winner is present at Gainbridge Fieldhouse when the winning Raffle Ticket number is announced, the holder of the winning Raffle Ticket must bring the winning ticket and valid ID to Guest Relations located on the main concourse in order to receive additional information on how to claim the prize; or (b) if winner is not present at Gainbridge Fieldhouse when the winning Raffle Ticket number is announced, the winner should contact Rico Francis, Pacers Foundation Social Impact Director at (317) 917-2781 or [rfrancis@Pacers.com](mailto:rfrancis@Pacers.com) within thirty (30) days of the applicable winning Drawing in order to receive more information on how to claim the prize. Each holder of a winning Raffle Ticket must provide Pacers Foundation with all information required to claim a prize (including tax identification information). In the event the winner does not contact Pacers Foundation within thirty (30) days of the applicable winning Drawing, is ruled ineligible for any reason, or declines the prize, the prize will be forfeited and will be retained by Pacers Foundation for use in a future Raffle. Pacers Foundation has no obligation to contact potential winners.

It is the sole responsibility of the entrant to notify the Pacers Foundation if his or her contact information and/or e-mail address changes. To do so, send an e-mail to [rfrancis@pacers.com](mailto:rfrancis@pacers.com) with the new contact information. Pacers Foundation, Pacers, Fever, the National Basketball Association and its Member Teams, NBA Properties, Inc., the Women's National Basketball Association and its Teams, WNBA Enterprises, LLC, and each of their respective parents, subsidiaries, affiliates, directors, officers, owners, shareholders, members, employees sponsors, licensees, successors, assigns and agents are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Raffle, including, without limitation, (i) errors or difficulties which may occur in connection with the administration of the Raffle, the processing of Raffle Tickets, the announcement of prizes, or in any Raffle-related materials and (ii) the incorrect or inaccurate capture of winner information online, or for lost, late, incomplete, damaged, destroyed, delayed, stolen or misdirected winner information. For purposes of this Raffle, an electronic entry is "received" when the Raffle servers record the entrant's valid ticket purchase. Proof of sending (such as an automatic computer receipt confirming entry or a "thanks for entering" message) does not constitute proof of actual receipt of an entry for purposes of this Raffle.

Winners will be required to sign a Declaration of Eligibility attesting to the fact that he/she is 18 years of age or older, as well as other terms and conditions as designated by Pacers Foundation and consent to the use of his/her likeness in order to collect the prize.

### **PRIZE DESCRIPTION**

The Entrant that purchased the Raffle Ticket with the corresponding winning Raffle Ticket number receives fifty percent (50%) of the net proceeds (total collected by Pacers Foundation minus any related expenses from the Raffle Ticket sales) for the applicable Entry Period. All remaining proceeds from the Raffle are retained by Pacers Foundation and/or the participating charitable organization for the applicable Raffle.

All prizes will be delivered via check within thirty (30) days of the winner delivering the winning Raffle Ticket, executed Declaration of Eligibility, and all other required documents to Pacers Foundation. For security and safety reasons, no cash payments will be made to the Raffle winners. Unclaimed winnings will be retained by Pacers Foundation for use in a future Raffle.

Persons who purchase a Raffle Ticket may opt to give away their Raffle Ticket to other eligible persons, but in doing so the purchaser waives any claim he/she might otherwise have to the prize. Purchasers of any Raffle Tickets may not re-sell their Raffle Tickets to other parties, and may not give a Raffle Ticket away to another person for the purpose of allowing that person to re-sell such Raffle Ticket. Any Raffle Ticket which has been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive a Raffle Ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a prize. A winner may transfer his/her prize to a third party provided that the following conditions are met: (a) the transferee would have otherwise been eligible to enter the Raffle; (b) the transferee shall be responsible for all taxes and costs described in these Official Rules; and (c) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the winner. The winning Raffle Ticket numbers will be posted by Pacers Foundation on the web page of [pacers5050.com](http://pacers5050.com).

**THE PACERS FOUNDATION IS NOT RESPONSIBLE FOR ANY STOLEN OR LOST RAFFLE TICKETS.**

### **TAXES**

The prize winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with the Raffle, unless otherwise indicated. **RAFFLE TICKETS ARE NOT DONATIONS AND ARE NOT TAX DEDUCTIBLE.**

## **ODDS OF WINNING**

The odds of winning will depend on the number of eligible entries received in each Entry Period.

## **RELEASE OF LIABILITY AND INDEMNIFICATION**

By entering, each entrant agrees to follow the Raffle Official Rules and forever releases, discharges, and waives any and all claims, liabilities and actions of any kind, howsoever caused or arising and whether by negligence, any intentional act or otherwise, that entrant may have or that may arise against Meta, Instagram, Ascend, G-Unity Foundation, Pacers Foundation, Pacers, Fieldhouse Management, LLC d/b/a Gainbridge Fieldhouse, Gainbridge Insurance Agency, LLC, the City of Indianapolis, the Marion County Convention and Recreational Facilities Authority, the Capital Improvement Board of Managers of Marion County, Indiana, the National Basketball Association and its Member Teams, the Women's National Basketball Association and its Teams, NBA Properties, Inc., WNBA Enterprises, LLC and each of their respective parents, subsidiaries, affiliates and related entities, as well as each of the aforementioned parties' respective directors, officers, owners, shareholders, members, employees, representatives, successors, assigns and agents (collectively, the "Released Parties"), with respect to or arising out of either (i) entrant's participation; or (ii) the receipt or use of the prize awarded in the Raffle. By entering, each entrant further agrees to defend, indemnify and hold harmless the Released Parties and their insurers against any and all damages, costs, judgments, and/or expenses (including but not limited to attorneys' fees and/or other legal fees) they may incur as a result of claims made against them in connection with either (i) entrant's participation; or (ii) the receipt or use of the prize awarded in the Raffle. By entering, each entrant agrees to follow all Gainbridge Fieldhouse rules and regulations.

This Raffle is in no way sponsored, endorsed by, or administered by, or associated with Meta or Instagram. You understand that you are providing your information to Pacers Foundation and not Meta or Instagram.

## **PUBLICITY RELEASE:**

Except where prohibited by law, in consideration for being permitted to participate in this Raffle and the opportunity to win the prizes offered in this Raffle, each entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of the entrant's name, likeness, voice, photograph, performance, personal statements and/or biographical information in any and all advertising, promotions and other publicity conducted by Ascend, G-Unity Foundation, Pacers Foundation, Pacers, Fever and/or the National Basketball Association and its Member Teams, Women's National Basketball Association and its Team, NBA Properties, Inc., WNBA Enterprises, LLC and each of their respective parents, subsidiaries, affiliates, agents, licensees, successors and assigns.

## **RAFFLE CANCELLATION, SUSPENSION OR MODIFICATION**

Pacers Foundation reserves the right to cancel, modify or suspend the Raffle and/or change dates relating to the promotion in case of schedule changes, acts of God, force majeure events, computer viruses, bugs, corruption or unfairness of the security or administration of the Raffle, or for any other reason at the sole discretion of the Pacers Foundation.

## **VOID WHERE PROHIBITED**

Participation in this Raffle is void where prohibited by law.

## **DATA PRIVACY**

Personally identifiable information that is submitted by entrants as part of the Raffle will solely be used to administer the Raffle, select the prize winners, and fulfill the prizes, and will be treated in accordance with the Ascend Privacy Policy found here: <https://www.ascendfs.com/privacy-policy> and the Pacers Family Privacy Policy found here: <https://www.gainbridgefieldhouse.com/home/privacy-policy>.

## **DISPUTES**

By entering the Raffle, each entrant agrees that to the maximum extent permitted by applicable law: (a) any and all disputes, claims and causes of action arising out of or connected with the Raffle or any prize awarded, will be

resolved individually, without resort to any form of class action; and (b) entrant hereby knowingly and expressly waives all rights to seek punitive, incidental, exemplary, indirect, consequential or special damages, lost profits, and/or any right 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 entrants, and the Pacers Foundation in connection with the Raffle will be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The forum and venue for any dispute shall be in Indiana.

**INDIANA GAMING LICENSE NUMBER 015571**

**INDIANA GAMING REFERENCE NUMBER 161271**