

## **SEEDS Arts and Education, Inc. Isca Dreams Raffle Terms and Conditions**

### **Isca Dreams Giveaway Description:**

The Isca Dreams Raffle is administered by SEEDS Arts and Education, Inc. The raffle will grant one lucky winner the ownership of the Unit N2 townhouse located at Via Degli Oleandri, 88060 Isca Marina CZ Italy. Raffle tickets will be available until January 31, 2020, after which the winning ticket (and winner) will be randomly selected. This Raffle includes coach air travel from LAX to Rome, coach train from Rome to Isca, lodging at the property in Isca Dreams, the legal fees associated with the transfer of title of the property from the current owners to the winners, not to exceed US\$5,000. Incidentals of travel, such as food, are not covered. Raffle will only be held if a total of 1000 donations of US\$250 each are received by SEEDS Arts and Education, Inc.

### **Eligibility:**

In order to be eligible, you must be at least 18 years old and make a donation of US\$250 donation for one (1) raffle ticket in support of SEEDS Arts and Education, Inc. A person may make multiple donations of US\$250 to receive an entry for each such donation.

### **Official Prize:**

The prize for this raffle is the ownership of the property known as N2 Via Degli Oleandri, 88060 Isca Marina CZ Italy, located in the Isca Dreams complex. This Raffle includes coach air travel from LAX to Rome, coach train from Rome to Isca, lodging at the property in Isca Dreams, the legal fees associated with the transfer of title of the property from the current owners to the winners, not to exceed US\$5,000. Incidentals of travel, such as food, are not covered.

### **Winner Selection:**

The raffle will end on January 31, 2020 and the winner will be announced soon after the raffle end date. The winner will be chosen in a random drawing and will be notified by phone and email.

### **Verification of Winner:**

All potential winners are subject to verification by SEEDS Arts and Education, Inc., whose decisions are final and binding in all matters related to the Raffle. An entrant is not a winner, unless and until entrant's eligibility has been verified and entrant has

been notified that verification is complete. SEEDS will not accept photographs or other evidence of winning in lieu of its validation process. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning are contingent upon fulfilling all requirements. The potential winner will be notified by mail, email, or phone. The potential prize winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (“Affidavit”) (except where prohibited), which must be received by SEEDS Arts and Education within thirty (30) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of the prize cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), or prize is returned as undeliverable, such potential winner forfeits the prize. In the event the prize winner is disqualified for any reason, SEEDS will award the prize to an alternate winner by random drawing among all remaining eligible entries. Winner must present valid identification when asked to prove eligibility.

#### **Release:**

By receipt of any prize, winner agrees to release and hold harmless SEEDS Arts and Education, Inc., Annelies Schools, and their respective employees, directors, owners, agents, attorneys, and representatives (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Raffle or receipt, use, or misuse of any prize.

#### **Privacy:**

Except where prohibited, participation in the Raffle constitutes winner’s consent to SEEDS Arts and Education, Inc. and Anneliese Schools and its agents use of winner’s name, likeness, or photograph for promotional purposes in any media, worldwide, without further payment or consideration. The winner’s name will be announced publicly unless the winner requests in writing that they wish their name to be kept private.

#### **General Conditions:**

SEEDS Arts and Education, Inc. reserves the right to cancel, suspend and/or modify the Raffle, or any part of it, if any fraud, or other factor beyond SEEDS’ reasonable control impairs the integrity or proper functioning of the Raffle, as determined by SEEDS in its sole discretion. In such event, SEEDS reserves the right to award the prize at random from among eligible entries received up to the time of the impairment. SEEDS reserves the right, in its sole discretion to disqualify any individual, without compensation, it finds to be tampering with the entry process or the operation of the Raffle or any other promotion or in an unsportsmanlike or disruptive manner. Any

attempt by any person to deliberately undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, SEEDS reserves the right to seek damages from any such person to the fullest extent permitted by law. SEEDS' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All necessary travel arrangements are the sole responsibility of the winner.

### **Limitation of Liability:**

The Released Parties are not liable for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Raffle; (2) unauthorized human intervention in any part of the entry process of the Raffle; (3) technical or human error which may occur in the administration of the Raffle or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Raffle or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Raffle.

### **Disputes:**

Except where prohibited, entrant agrees that: (1) 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 exclusively by a state or federal court located in Orange County, California; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant claims all rights to claim, indirect, punitive, incidental, and consequential damages and any other 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and SEEDS in connection with the Raffle, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.