History Adventure Raffle

Official Rules

1. Eligibility: This History Adventure Raffle ("Raffle") is being conducted by the Vermont Historical Society, Inc., a non-profit 501(c)3 organization under the laws of the State of Vermont. The Raffle is open to individuals who purchase a raffle ticket at the Museum in Montpelier, History Center in Barre, online at www.vermonthistory.org/raffle, or by raffle ticket brigade. Participants must be 18 years old at the time of purchase and must reside within the territorial boundaries of the United States. Individuals who purchase a raffle ticket are referred to in these Guidelines as "You" or "you." You certify that you are at least 18 years old at the time of your purchase. The Vermont Historical Society (VHS), its employees, their immediate family members and/or those living in the same household of each are not eligible to participate in the Raffle. The Raffle is subject to all applicable federal, state, and local laws. Void where prohibited. 2. Agreement to Guidelines: You agree to be fully unconditionally bound by these Guidelines. In addition, you agree to accept the decisions of VHS, as final and binding as it relates to the content. 3. Raffle Period: Entries will be accepted online and in person starting on about February 20, 2023 at 8:00 AM and ending May 1, 2023 at 12:00 PM. All online entries must be received by April 30, 2023 at 11:59 PM (Eastern). How to Enter: The Raffle must be entered by purchasing a raffle "ticket" using the online form provided on this site: www.vermonthistory.org or in person. The entry must fulfill all Raffle requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to these Guidelines may be disqualified at the sole discretion of VHS. The price of each ticket for this Raffle has been set at \$60.00 or 2 for \$100.00. You may purchase as many raffle tickets as you would like, and you must fill in the information requested. If you use fraudulent methods or otherwise attempt to circumvent these Guidelines, your submission may be removed from eligibility at the sole discretion of VHS. 5. Prizes: The approximate retail value of the prize is \$5,500. You are not guaranteed to win and your chance of winning is dependent on the total number of eligible entries received. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by VHS. No cash or other prize substitution permitted except at VHS's discretion. The prize is nontransferable. Any and-all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for VHS to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. 6. Odds: The odds of winning depend on the number of raffle tickets you purchase, and the number of eligible entries received. 7. Winner selection and notification: Winners of the Raffle will be selected in a random drawing under the supervision of VHS. Winners will be notified via e-mail to the e-mail address they entered the Raffle with within two (2) days following the winner selection. Each winner must present Valid Identification, to the Vermont Historical Society office in Barre in person or via email to receive their prize. VHS shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be awarded to another entrant. The receipt by winner of the prize offered in this Raffle is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL GUIDELINES BY ANY WINNER (AT VHS'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE RAFFLE AND ALL PRIVILEGES AS WINNER WILL

BE IMMEDIATELY TERMINATED. 8. Rights Granted by you: By entering this raffle, you agree that VHS and its officers, employees licensees, agents, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Raffle, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. 9. Terms: VHS reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Raffle should (in its sole discretion) a virus, bugs, nonauthorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Raffle. In such case, VHS may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by VHS. VHS reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle or website or violates these Guidelines. VHS has the right, in its sole discretion, to maintain the integrity of the Raffle, to void votes for any reason, including, but not limited to: entries from individuals not at least 18 years old at the time of entry; entries from a computer or other device located outside the territorial boundaries of the United States; or an individual's use of bots, macros or scripts or other technical means for entering. Any attempt by a person to deliberately damage any web site or undermine the legitimate operation of the Raffle may be a violation of criminal and civil laws and should such an attempt be made, VHS reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Raffle, you agree to receive email newsletters periodically from VHS. You may opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter. 10. Limitation of Liability: By entering the Raffle, you agree to release and hold harmless the Vermont Historical Society and its employees, officers, directors, contracted advertising and promotion agencies, representatives, contracted sales agents, successors and assigns from any and all liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from any circumstance, including: (i) your participation in the Raffle and/or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; and (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries. 11. Disputes: THIS RAFFLE IS GOVERNED BY THE LAWS OF THE STATE OF VERMONT, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Raffle, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before the Vermont Superior Court, Civil Division, Washington Unit. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Raffle), and you further waive all rights to have damages multiplied or increased.