

# Annual Wolfson Children's Hospital Bass Tournament

## Bass Boat Drawing

### Official Rules

1. Sponsor. The 2019 Bass Boat Drawing (the "Drawing") to be held in connection with the 30th Annual Wolfson Children's Hospital Bass Tournament is sponsored by Baptist Health System Foundation, Inc. ("Sponsor"), 841 Prudential Drive, Suite 1300, Jacksonville, Florida 32207, to benefit Wolfson Children's Hospital. Questions or comments regarding the Drawing may be addressed to Angela Holden at [Angela.Holden@bmcjax.com](mailto:Angela.Holden@bmcjax.com) or by calling 904.202.2844. A copy of Sponsor's official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free within Florida 800.435.7352, but such registration does not imply endorsement, approval or recommendation by the State.

2. Timing & Location. Tickets for the Drawing will be available until approximately 5 p.m. EDT on Saturday, May 18, 2014, the "Distribution Period", at which time the Drawing will be held and a winner chosen. The Drawing will begin at the aforementioned time in connection with the weigh-in of the 30th Annual Wolfson Children's Hospital Bass Tournament at the Palatka City Docks, Palatka, Florida.

3. Eligibility. The Drawing is open to legal residents of the fifty (50) United States and the District of Columbia (unless otherwise prohibited in such jurisdictions), who are at least eighteen (18) years old at the time of entry. **NO PURCHASE, DONATION OR CONTRIBUTION IS NECESSARY TO WIN. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE CHANCES OF WINNING.** SUGGESTED DONATION FOR TICKETS IS TEN AND NO/100 DOLLARS (\$10) EACH. Ticket stub constitutes receipt. Odds of winning depend on the number of tickets distributed during the Distribution Period. The Drawing is subject to all applicable federal, State and local laws, regulations and ordinances. ENTRY AND PARTICIPATION CONSTITUTES ENTRANTS' FULL, UNCONDITIONAL AND IRREVOCABLE AGREEMENT TO ALL OF THESE OFFICIAL RULES AND SPONSOR'S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE DRAWING. Winning the Grand Prize is contingent upon fulfilling all requirements set forth herein (in addition to obtaining the winning ticket). Sponsor reserves the right to limit the number of tickets distributed to any individual.

4. Grand Prize. The following Grand Prize shall be distributed, which is donated by Bullet Boats and Mercury Marine (collectively, the "Donors"):

- One (1) new fully rigged 21ft 10inch, 2018 Bullet Boat Model 21XRS with a Mercury 250 Pro XS motor and trailer

NO MORE THAN ONE (1) GRAND PRIZE WILL BE AWARDED. GRAND PRIZE IS NOT REDEEMABLE FOR CASH OR EXCHANGEABLE FOR OTHER MERCHANDISE. GRAND PRIZE OFFERED ON AN "AS IS" BASIS ONLY.

5. Conduct of Drawing. Each ticket obtained entitles the entrant to one (1) chance to win the Grand Prize. At the time of the Drawing, one (1) winning ticket will be randomly drawn from all valid and eligible entries. The first ticket drawn wins the Grand Prize, subject to the verification requirements of Section 7 below. If not present, the winner will be notified by telephone and/or mail. If multiple Grand Prize claims result from printing or other error, a random drawing to award the Grand Prize will be held among all legitimate Grand Prize claims.

6. Taxation. Sponsor has determined that no portion of any donation or contribution associated with a Drawing ticket constitutes a deductible charitable donation. Recipient of Grand Prize is responsible for IRS back-up withholding and applicable taxes, if any. The estimated fair market value of the Grand Prize is \$59,000.

7. Verification and Disqualification. The eligibility of all entrants is subject to verification by Sponsor, whose decision is final and binding in all matters related to the Drawing. An entrant is not a winner of the Grand Prize, unless and until the entrant's eligibility have been verified by Sponsor. Without limiting Section 10 below, the potential winner may be required to sign an affidavit of eligibility and/or a liability and publicity release before claiming the Grand Prize. The Grand Prize must be claimed by the potential winner within thirty (30) days of notice from Sponsor. If the potential Grand Prize winner fails to claim the Grand Prize within the required time period or fails to execute any eligibility affidavit or liability and publicity release (if required by Sponsor), then the potential Grand Prize winner irrevocably forfeits the Grand Prize. In the event that the potential Grand Prize winner forfeits the Grand Prize or is otherwise disqualified, Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries.

SPONSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, SUBSIDIARIES, AFFILIATES AND ADVERTISING/PROMOTION AGENCIES AND DONORS (COLLECTIVELY, THE "RELEASEES") ARE NOT RESPONSIBLE OR LIABLE FOR (I) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY

ENTRANTS, PRINTING ERRORS, THIRD-PARTIES OR BY ANY OF THE EQUIPMENT UTILIZED IN CONNECTION WITH THE DRAWING, OR (II) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE DRAWING OR THE PROCESSING OF ENTRIES. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to have tampered, or to be tampering with, the entry process or the operation of the Drawing or to have acted, or to be acting, in violation of these Official Rules. Any ticket that is lost, defaced, mutilated, forged, illegible, altered, tampered with, mechanically or electronically reproduced, contains printing or other errors or is not legitimately obtained is void. Sponsor reserves the right to cancel or modify the Drawing if fraud, errors, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Drawing, as determined by Sponsor in its sole discretion. In such event, Sponsor will award the Grand Prize at random from among the eligible entries received up to the time of such impairment. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and costs (including without limitation attorneys' fees) from any such person to the fullest extent permitted by law.

8. Limitations of Liability. ENTRANTS AGREE THAT THE RELEASEES ARE NOT LIABLE FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATING IN THE DRAWING AND ACCEPTANCE, POSSESSION AND USE OF THE GRAND PRIZE. THE RELEASES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GRAND PRIZE AND SPONSOR AND DONORS DISCLAIM ALL IMPLIED WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTRANTS ACKNOWLEDGE THAT THE LIMITATIONS AND DISCLAIMERS SET FORTH HEREIN ARE MATERIAL TO THE RELEASEES' DECISION TO CONDUCT THE DRAWING (AND ARE AGREED TO IN CONSIDERATION FOR THE OPPORTUNITY TO PARTICIPATE IN THE DRAWING), AND ARE, THEREFORE, ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL THE RELEASEES BE LIABLE FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE CLAIMANT'S ACTUAL OUT-OF-POCKET EXPENSES (*I.E.*, THE EXPENSE OF ENTERING THIS DRAWING). IN NO EVENT WILL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS (I) TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND (II) TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, WHETHER CLAIMS ARE BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT THE RELEASEES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Disputes. The Drawing is being held and the Grand Prize is being offered in Palatka, Florida, and all disputes, claims and causes of action arising out of or in connection with (i) the Drawing or the Grand Prize, (ii) the construction, validity, interpretation or enforceability of these Official Rules, or (iii) any rights or obligations of the Releasees or entrants (collectively, "Disputes"), shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. VENUE FOR ANY DISPUTES SHALL LIE IN JACKSONVILLE, DUVAL COUNTY, FLORIDA, WITHOUT REGARD TO ANY *FORUM NON CONVENIENS* PRINCIPLES THEREOF, AND ENTRANTS IRREVOCABLY SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING THEREIN. Entrants agree that any Disputes must be resolved individually, without resort to any form of class action (expressly waiving any right of participation therein). If any provision of these Official Rules is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall NOT affect the validity of the remaining provisions of these Official Rules, which shall remain in full force and effect. No waiver of any term or condition under these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition under these Official Rules.

10. Publicity. By accepting the Grand Prize, the winner consents to the unrestricted use of his/her name, portrait, photograph and likeness for advertising purposes without additional compensation of any kind.

11. Results. The winner of the Grand Prize will be announced immediately after the Drawing. Requests for the name of the Grand Prize winner may be made via e-mail to [Angela.Holden@bmcjax.com](mailto:Angela.Holden@bmcjax.com), but must be received by June 30, 2019.