

## **ELIGIBILITY**

The *Kid's Choice Playhouse Raffle* ("playhouse raffle") is only open to legal residents of the Commonwealth of Virginia, age 18 years of age or older at date of entry. Subject to all applicable federal and state and local laws and regulations.

Employees or Board Members of Piedmont CASA, and any immediate family members or friends living in the same household (whether related or not), are not eligible to enter.

## **HOW TO ENTER**

To make a donation online, visit the [Kid's Choice Playhouse Raffle webpage](#) and follow the online donation instructions. Each \$10 donation to Piedmont CASA via the above-referenced website will result in an opportunity to win the playhouse. A \$25 donation will result in three opportunities to win the playhouse. There is no limit as to how many donations may be made. Donations will generate a random identification number which will identify the individual who made the donation. These identification numbers will then be used to identify the winner during the random electronic drawing.

Online entries must be received between 8:00 AM Eastern Time ("ET") on April 20, 2023, and 11:59 PM ET on May 5, 2023. Online entries are deemed to be made by the authorized account holder of the contact information and e-mail address submitted at time of entry. Entry data that has been tampered, or appears to have been tampered with, will be disqualified.

## **CONSUMER DISCLOSURES**

You have not yet won. The event ends May 5, 2023. Each \$10 donation to Piedmont CASA will result in one opportunity to win the playhouse. A \$25 donation will result in three opportunities to win the playhouse. Opportunity to be selected as a winner of the playhouse depends on the total number of eligible entries received.

## **WINNER SELECTION AND NOTIFICATION**

A random electronic drawing will be conducted May 6, 2023, from all eligible entries (see Eligibility clause) received by a representative of Piedmont CASA whose decisions are final and binding in all respects. Potential winners will be notified via email and telephone within one (1) day after the random drawing.

If a potential winner fails to respond within two (2) days, that potential winner will be disqualified and an alternate winner will be determined. In order to receive the playhouse, potential winners may be required to provide documentation that Piedmont CASA reasonably requires for prize fulfillment, such as, but not limited to, providing proof of identity. If this does not occur, the potential winner will be disqualified, and an alternate winner will be determined.

Pending any unforeseen changes, delivery of the playhouse to the winner will occur at a mutually agreed upon time during the first week of December. Piedmont CASA will deliver the playhouse to the winner up to thirty (30) miles from Piedmont CASA (818 East High Street, Charlottesville, VA, 22902). In the event that the winner lives more than thirty (30) miles from Piedmont CASA the winner agrees and is responsible for transportation for any distance beyond thirty (30) miles from Piedmont CASA

The playhouse will be delivered to a driveway, street, or other hard surface identified by the winner that can be reasonably reached via a small forklift. The winner agrees that Piedmont CASA is not responsible for making any arrangements for the delivery of the playhouse including, but not limited to, clearing a plot of land or removing part of a fence; these logistics will be up to the winner to coordinate after the delivery of the playhouse.

The winner agrees that Piedmont CASA is not responsible for any rules within an individual neighborhood or homeowner association covenant as it relates to restrictions or exclusions of additional structures. The

winner agrees that it is their responsibility to move the playhouse to the desired location or plot of land that the winner deems to be the final location of the playhouse.

Winner agrees that Piedmont CASA is not responsible or liable for any damage to the playhouses that occur during transit or delivery. Winner also agrees that Piedmont CASA is not responsible for any damage done while delivering the playhouse to a driveway, street, or other hard surface including, but not limited to, any damage to asphalt, pavement, lawn, grass, bushes, plants, irrigation, landscaping, or hardscaping.

No playhouse is redeemable for cash, exchange, or transfer. Each winner is solely responsible for all taxes on the playhouses and any other expenses (as applicable) including, but not limited to: registration, licenses and fees, insurance, optional equipment and any and all other unspecified costs associated with receiving the playhouse. LIMIT: One playhouse per person or household.

## **GENERAL**

By participating in the playhouse raffle, you (i) agree to be bound by these rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Piedmont CASA which are final and binding in all matters relating to the *playhouse raffle*. Except where prohibited by law, entry and acceptance of the playhouse constitute permission to use name, photograph, video, comments, (all at Piedmont CASA's discretion) for future advertising, publicity in any and all media now and in the future in perpetuity, without additional compensation, notification, release, or permission from the winner. Piedmont CASA is not responsible for any typographical or other error in the printing of the offer, administration of the *playhouse raffle*, or in the announcement of any winner.

Piedmont CASA is not responsible for any inability to implement the playhouse raffle random electronic drawing due to any "force majeure" event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. Piedmont CASA reserves the right to take action to: (i) permanently disqualify any person it believes has intentionally violated these official rules; (ii) suspend entries if the *Playhouse raffle* becomes unfairly impaired in any way and to select winners from among all eligible entries received prior to such action.

The *Playhouse raffle* shall be governed by and interpreted under the laws of the Commonwealth of Virginia, U.S.A. without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this *Playhouse raffle* shall be resolved individually, without resort to any form of class action. Any claims, judgments and/or awards shall be limited to actual out-of-pocket costs associated with participating in the *Playhouse raffle*. Any individual who makes a donation to the *Playhouse raffle* hereby waives any rights or claims to attorney's fees, indirect, special, punitive, incidental or consequential damages of entrant, whether foreseeable or not and whether based on negligence or otherwise.

## **RELEASE**

Any individuals who choose to participate in the *Playhouse raffle*, on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless Piedmont CASA in the fulfillment of the delivery of playhouses and/or the administration of the *Playhouse raffle*. This includes Piedmont CASA and its respective employees, officers, directors and builders of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or

unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from an individual's participation, acceptance, and use or misuse of any playhouse including property damage, personal injury, or death.

#### **PRIVACY**

By entering, you may be contacted by Piedmont CASA with future correspondences about the program and events. Information provided by you to participate in this event is subject to Piedmont CASA's privacy policy, located at <https://Piedmontcasa.org/privacy-policy/>

To Opt-Out of any future electronic correspondences you can unsubscribe from mailing lists. To Opt-Out of any future written correspondences, send your request to: [admin@Piedmontcasa.org](mailto:admin@Piedmontcasa.org) or Piedmont CASA, 3001 Hungary Spring Road, Suite A, Piedmont, VA 23228.

#### **NOTICE TO ONLINE ENTRANTS**

In the event of a dispute over the identity of an individual who made an online donation to the *Playhouse raffle*, the information will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

Donation entry materials/data that have been tampered with or altered, or mass donation entries or donation entries generated by a script, macro or use of automated devices are void. Piedmont CASA is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Piedmont CASA on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to an individual's or any other person's computer related to or resulting from the *Playhouse raffle*.

By participating in the *Playhouse raffle*, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Piedmont CASA, which are final and binding in all matters relating to the *Playhouse raffle*. Failure to comply with these official rules may result in disqualification from the *Playhouse raffle*. Piedmont CASA reserves the right to permanently disqualify from the *Playhouse raffle* any person it believes has intentionally violated these rules.

#### **LEGAL WARNING**

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A DONOR TO THE *PLAYHOUSE RAFFLE*, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE OR INTERFERE WITH THE OPERATION OF THE *PLAYHOUSE RAFFLE*, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PIEDMONT CASA RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.