



Please read these Official Rules before entering the San Antonio Sports Ultimate Fan Pass Raffle (the “Raffle”). By purchasing a ticket, you represent that you meet all of the below-stated requirements and agree to be bound by these Official Rules, and by the decisions of San Antonio Sports, (the “Sponsor”), a 501(c)(3) charitable organization, or its representative.

Tickets are \$100 each and provide purchaser with one (1) entry into a drawing to win the following collectively the “Prizes”):

#### **San Antonio Spurs**

- 2 Plaza Level season tickets 2023-24 season
- 2 Courtside seats for (1) Spurs home game
- Autographed Keldon Johnson Jersey

#### **San Antonio FC**

- 2 season tickets
- 2 First Row Seats for (1) SAFC match
- 2 SAFC bobbleheads

#### **UTSA Football**

- 2 season tickets (2023 season)

#### **UIW Athletics**

- 2 Season Tickets to UIW’s Ticketed Sports: Football, Men’s & Women’s Basketball, Volleyball, Baseball and Softball (2023 Season)
- Luxury Suite for one UIW Home Football Game for 10 (includes food & beverages)
- Pre-game Tailgate Spot & Parking Pass for all Home Football Games (2023 Season)
- UIW Fan Swag Bag

#### **San Antonio Missions Baseball**

- 2 season tickets to the 2024 Missions Baseball Season
- 1 VIP game experience to include early access to batting practice, throwing out the first pitch and standing with the team during the national anthem
- Merchandise package to include 2 hats and 2 t-shirts

#### **Valero Alamo Bowl**

- 2 tickets to the 2023 Valero Alamo Bowl
- 2 tickets to the 2023 Simmons Bank Pregame Party
- 2 tickets to the 2023 Kick-off Luncheon presented by USAA
- 1 Parking Pass for the 2023 Valero Alamo Bowl
- 2 Postgame field credentials
- 2022 VAB Football signed by Washington and Texas Head Coach

#### **Valero Texas Open**

- 2 Tickets to 2024 Valero Texas Open Hospitality Suite (18th Green Centennial Club)
- Callaway Driver
- Men’s Golf Shirt, Golf Balls, VTO Hat and Valero-branded Golf Accessories



There are 600 tickets available for purchase for the Raffle – may the odds forever be in each sports fan's favor. All of the Raffle proceeds benefit local non-profit, San Antonio Sports.

The winner of the Raffle will be drawn at San Antonio Sports' annual fundraising gala, San Antonio Sports Hall of Fame Tribute, May 13, 2023 at Henry B. Gonzalez Convention Center (the "Drawing"). If for any reason extenuating circumstances prevent the drawing on that date and location, the winner shall be drawn within seven days of May 13, 2023, at a location and in a manner determined by Sponsor in its sole discretion.

Winner need not be present to win.

Seat locations for Prizes are the sole discretion of each collegiate and professional team and event

By participating in the Raffle, you agree to the following:

1. Prize(s). The Prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. . If, for any reason, Prizes cannot be awarded, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute any Prize (or portion of Prize) with a prize of comparable or greater value or cash value.

2. Eligibility and Limitations. Participants and winner must be a U.S. resident. The Raffle is only open to anyone eighteen (18) years of age and older as of the date of purchase. Only one winner per ticket is allowed. Need not be present to win. Employees of the Sponsor are not eligible to participate and win.

All federal, state, and local laws and regulations apply. By entering the Raffle, you represent and warrant to Sponsor that you meet these criteria. You further represent and warrant that your participation in or attempted participation in the Raffle does not violate any federal, state, or local law or regulation that governs your entry into the Raffle. By participating in the Raffle, you unconditionally accept and agree to comply with and abide by these Rules and Regulations and Sponsor's interpretation of and decisions under these Official Rules, which will be final and binding in all respects.

3. Entry. You may enter the Raffle, if you meet the eligibility requirements, by agreeing to follow and be bound by all of these Official Rules and purchasing Raffle ticket. All Raffle ticket purchases must be completed prior to the Drawing. The Sponsor is not liable for any lost, later, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause or person responsible including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem.

4. Drawing. The Raffle winner will be selected in a random drawing from among all eligible Raffle tickets purchased during the Raffle Period. The winner will be drawn at San Antonio Sports's annual fundraising gala, The San Antonio Sports Hall of Fame Tribute, May 13, 2023 at the Henry B. Gonzales Convention Center. If for any reason extenuating circumstances prevent the drawing on that date and location, the winner of the Raffle shall be drawn within seven days of May 13, 2023, at a location and in a manner determined by Sponsor in its sole discretion.

5. How to Claim a Prize. To claim the Prizes, the holder of the winning Raffle ticket (a "Prize Claimant") must contact Sponsor and present the winning Raffle ticket receipt in person to 100 Montana Street, Suite 311, San Antonio, TX 78232, they can contact a San Antonio Sports Representative by calling 210-820-2100 within thirty (30) days of the Drawing. The Raffle ticket is the only valid receipt for claiming the Prizes and must be redeemed either in person or via mail. Each Prize Claimant must provide Sponsor with all information required to claim the Prizes, such information to be determined in



Sponsor's sole discretion (including tax identification information). If the holder of the winning Raffle ticket does not come forward to claim the Prizes within 30 days of the Drawing, cannot be contacted, or is disqualified for any reason, the Sponsor reserves the right to determine an alternate winner or not to award the Prizes to anyone, in its sole discretion.

The Prize Claimant will receive a Drawing Award Receipt ("Affidavit") in the form approved by Sponsor which must be executed and returned to Sponsor prior to receipt of the Prizes. The Affidavit will include consent to the use of the Prize Claimant's name, photograph, and likeness for advertising and publicity purposes without additional compensation.

In the event a Prize Claimant: (a) does claim the Prize, as described in Section 5 above, within thirty (30) days of Drawing; (b) is ruled ineligible for any reason; (c) refuses the prize: or (d) does not return an executed Affidavit within thirty (30) days of the Drawing, the Prizes will be deemed forfeited by such Prize Claimant and Sponsor shall have the right to determine, in its sole discretion an alternate winner, or to retain Prizes for the benefit of Sponsor. Sponsor has no obligation to contact potential winners or the winner of the Raffle.

Prizes will be delivered by any means and at whatever times as may be determined by Sponsor in Sponsor's sole discretion. Different Prizes may be delivered at different times and by different means.

6. PR, Publicity, Promotion; Use of Personal Information. By participating in the Raffle, where allowed by law, all participants and winner(s) grant the Sponsor exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other Raffles and waive any claims to royalty, right, or remuneration for such use. By participating in the Raffle, where allowed by law, participants agree that Sponsor may disclose personal information obtained from participants in the Raffle to third parties and use such information for marketing and other purposes.

7. Release. BY PARTICIPATING IN THE RAFFLE, EACH PARTICIPANT, PRIZE CLAIMANT, AND POTENTIAL PRIZE CLAIMANT OR WINNER, WAIVES ANY AND ALL CLAIMS OF LIABILITY AGAINST THE SPONSOR, ITS EMPLOYEES AND AGENTS, COMMITTEE MEMBERS, VOLUNTEERS, PARTNERS, VENDORS, REPRESENTATIVES, SPONSORS, AND INDEPENDENT CONTRACTORS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES AND AGENTS, INCLUDING ADVERTISING, PUBLIC RELATIONS, DIRECT MARKETING AND PROMOTION AGENCIES (COLLECTIVELY, "INDEMNITEES"), FROM ANY AND ALL LIABILITY WITH RESPECT TO PARTICIPATION IN THE RAFFLE, EXECUTION OF THE RAFFLE, CANCELLATION OR MODIFICATION OF THE RAFFLE OR PRIZES, ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE, OF ANY PRIZES, PARTICIPATING IN OR TRAVELING TO ANY RAFFLE OR PRIZE LOCATION, AND POSSESSION OR USE OF THE PRIZES AWARDED, AND ALSO ACKNOWLEDGE THAT THEY DID NOT RECEIVE ANY REPRESENTATIONS, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE. ANY LIABILITY OF INDEMNITEES SHALL BE LIMITED TO THE RAFFLE TICKET PRICE PAID. UNDER NO CIRCUMSTANCES WILL RAFFLE PARTICIPANTS BE PERMITTED TO OBTAIN ANY AWARD FOR, AND RAFFLE PARTICIPANTS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED THE COST OF THE RAFFLE ENTRY, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.



8. Taxes: The cost of a raffle ticket is not deductible as a charitable contribution. Federal withholding taxes on the value of the Prizes will be paid by the Sponsor and is not the responsibility of the purchaser. Prize Claimant is solely responsible for any and all additional federal, state and local income or excise taxes incurred on account of the Prizes.

9. Conduct, Judging, and Decisions. By participating in the Raffle, participants agree to be bound by the decisions of Sponsor personnel. Persons who violate any rule, gain unfair advantage in participating in the Raffle, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Raffle and the Sponsor's decisions concerning such disputes shall be final. If the conduct or outcome of the Raffle is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Sponsor, the Sponsor reserves the right to terminate this Raffle, or make such other decisions regarding the outcome as the Sponsor deems appropriate. All decisions will be made by the Sponsor and are final. The Sponsor may waive any of these rules in its sole discretion.

10. Disputes and Governing Law. The Raffle shall be governed by the laws of the State of Texas without giving effect to any choice of law or conflict of law rule of any jurisdiction. IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN BEXAR COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO DAMAGES PROVIDED FOR IN THESE OFFICIAL RULES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

11. The Official Rules may not be waived, modified, or supplemented except by Sponsor. No modification of these rules shall be enforceable unless made by Sponsor. Sponsor reserves the right to modify or amend the Official Rules without notice at any time.

12. THIS RAFFLE IS SUBJECT TO ALL APPLICABLE INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS, AND IS VOID WHERE PROHIBITED, TAXED, OR OTHERWISE RESTRICTED.