

**Medina Hospital Foundation
BASH (Benefitting A Superior Hospital) Raffle
Official Rules**

Medina Hospital Foundation, a tax-exempt 501(c)(3) organization is sponsoring a fundraising raffle in accordance with the laws of the State of Ohio. The Raffle shall be known as the Medina Hospital Foundation BASH Raffle (“the Raffle”). All proceeds of the Raffle will go to the Medina Hospital Foundation and will be used to support Medina Hospital’s mission to provide patient care, research and education in the community it serves. The rules and regulations of the Raffle are set forth below. By purchasing a raffle ticket (“Ticket”), the purchaser agrees to be bound by these rules and regulations. The interpretation and application of the rules and regulations by Medina Hospital Foundation and its legal counsel shall be final.

Eligibility:

The Raffle is open to all legal residents of the United States, who are 18 years of age or older as of the date of entry. All federal, state and local laws and regulations apply. Void where prohibited by law.

To Enter:

Medina Hospital Foundation will sell Tickets at a cost of \$50.00 (fifty dollars) per Ticket or \$100.00 (one hundred dollars) per 3 (three) Tickets (if the Tickets are purchased in a group of 3 by a single purchaser). Ticket sales will begin August 11, 2017 and end October 21, 2017 at 7:00 P.M. Eastern Standard Time. Tickets may be purchased in one of the following ways:

1. At the office of Medina Hospital Foundation, located at 1000 E. Washington Street, Medina, OH, 44256, during regular business hours, or
2. At the Medina Hospital gift shop, located at 1000 E. Washington Street, Medina, OH, 44256, during regular business hours,
3. At various locations throughout the community as listed online at www.MedinaHospitalFoundation.org,
4. Online at www.MedinaHospitalFoundation.org. Follow all of the on-screen instructions, or
5. At the BASH on October 21, 2017 up until the time of the drawing.

The odds of winning a Prize will depend on the final number of Tickets sold. Per IRS rules, amounts paid for raffle tickets are not gifts to the charitable organization and do not qualify as deductible charitable contributions.

Prizes:

Grand Prize: The Grand Prize is a two-year lease for a 2018 Kia Cadenza (the “Kia”), approximately valued at \$10,700 (MSRP). Medina Hospital Foundation reserves the right, at its sole option, to substitute a prize of comparable value.

- The Grand Prize winner must enter into a written Lease Agreement with the Leasing Agent and subject to the Leasing Agent's approval of the winner's credit worthiness, the winner assumes and must pay all fees and charges, including, but not limited to, local, state, and federal taxes when the prepaid two-year lease on the Kia is transferred to the winner.
- In addition, all costs incurred during the lease period, such as gasoline and oil, maintenance not specifically covered under the vehicle warranty, adequate insurance as required by the Lease Agreement, etc. are the winner's sole responsibility.
- The Grand Prize is awarded “as is” with no warranty or guarantee, either express or implied by Medina Hospital Foundation except as specifically provided by the vehicle manufacturer.
- Medina Hospital Foundation assumes no responsibility for the Grand Prize winner's tax and/or legal obligations and suggests the winner consult his/her tax and/or legal advisor.

- If the winner is eligible to receive the Kia and elects to receive the Kia, the winner agrees to take delivery of the Kia at Bill Doraty Kia, 2925 Medina Road, Medina Ohio 44256 within 30 (thirty) days of being notified he or she is the Grand Prize Winner, or assumes responsibility for costs associated with transporting the Kia to the winner's location of choice. The Grand Prize is not transferable.

Other Prizes: Other prizes to be awarded include but are not limited to, custom crafted jewelry, a diamond pendant and use of a loge to a 2018 Cleveland Indians game. A complete list of prizes to be awarded can be found at www.medinahospitalfoundation.org.

All winners, including the Grand Prize Winner, must claim their prize within 30 days of notification otherwise such prize will be forfeited. In the event that a prize winner does not claim the prize or is determined to be ineligible to receive the prize, no other prize will be awarded or substituted. Winners are responsible for all costs and taxes associated the respective prize. Medina Hospital Foundation assumes no responsibility for any tax liabilities or fees. Winners must provide Medina Hospital Foundation with all necessary information required for tax purposes prior to delivery of the prize. Failure to do so within ten (10) days of request shall result in an automatic forfeiture of such winner's prize.

Random Drawing:

The Prize Drawings will take place at or about 7:00 PM eastern time on Saturday, October 21, 2017, at Weymouth Country Club in Medina, Ohio. One Ticket will be selected at random per prize in accordance with Ohio laws by Medina Hospital Foundation. The first Ticket selected will win the Grand Prize. A number will be attached to the Ticket relating to the number on entry receipt. Each prize, including the Grand Prize, will be awarded to the individual whose name matches the number on the Ticket selected (each a "Winner"). Winners do not need to be present to win. Winners will be announced at the BASH on Saturday, October 21, 2017, online at www.medinahospitalfoundation.org and in the Medina Hospital Foundation newsletter. Winners will be notified by the telephone and/or email addresses listed on the Winner's entry form. Winners must be 18 years of age or older and must prove eligibility.

By purchasing a Ticket, individuals enter the raffle activity and agree to be bound by all the rules and limitations of the Raffle. The Raffle is subject to all federal, state, and local laws and regulations and is void where prohibited by law. If declared a winner, such individual agrees that their name and/or likeness may be disclosed to and used by the news media and may otherwise be used by Medina Hospital Foundation for promotional purposes without additional compensation. By entering the Raffle, each participant releases the corporate entities of Medina Hospital Foundation and Bill Doraty Kia and their respective parent or affiliated companies, directors, officers, employees, volunteers and agents from any and all liability for injuries, losses or damages of any kind caused by participating in the Raffle or winning any prize, or resulting from acceptance, possession, use or misuse of any prize. Moreover, all prize winners agree to indemnify and hold harmless Medina Hospital Foundation and its respective directors, officers, employees, volunteers and agents from any and all losses, damages, rights, claims and actions of any kind arising in connection with or as a result of participating in the Raffle or the winner's acceptance of use of any prize. **The winner of the Kia and/or their family, heirs, associates or other interested parties agree to indemnify and hold harmless the corporate entities of Medina Hospital Foundation and Bill Doraty Kia and their respective parent or affiliated companies, directors, officers, employees, volunteers and agents from any and all losses, damages, rights, claims and actions of any kind arising in connection with or as a result of the winner's acceptance or use of the Kia.**

Only one eligible person may be entered in the Raffle per Ticket sold. If the name of more than one person is submitted with a Ticket purchase, and that Ticket is selected as a winning Ticket, then the person named first will be deemed the holder of record of that Ticket and declared the winner. Division of the prize by a group purchasing a Ticket in common shall be to the sole responsibility of the person named as the holder of record of that Ticket, should that Ticket be selected as a winner.

Medina Hospital Foundation reserves the right to reject any Ticket purchase that is submitted with payment that does not constitute "good funds." As soon as practically possible after receipt, Medina Hospital Foundation will make a reasonable effort to notify the individual and/or entity that purchases a Ticket or Tickets with check or credit card which has been rejected because the credit card or check did not clear that the entry has been rejected, by attempting to make contact through the information provided at the time of Ticket purchase.

A Raffle participant's sole and exclusive remedy for Medina Hospital Foundation's breach shall be limited to the return of the purchase price paid for his or her Ticket(s). In no event shall the corporate entities of Medina Hospital Foundation and Bill Doraty Kia and their respective directors, officers, employees, volunteers and agents be liable to any party for any loss or injuries to earnings, profits or goodwill, for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages by counsel.

By purchasing a Ticket and choosing to participate in the Raffle, each raffle participant acknowledges and agrees that Medina Hospital Foundation has the right, in its sole discretion, to elect not to proceed with the raffle for any reason whatsoever or for no reason, and in such event, a participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such participant for each raffle ticket purchased, without interest.

The name and logo of Medina Hospital Foundation, Medina Hospital and Bill Doraty Kia are registered trademarks, and no other person or entity is authorized to copy or otherwise use them without the express written consent of Medina Hospital Foundation, Medina Hospital and Bill Doraty Kia.

A copy of the contest rules and regulations is available online at: www.medinahospitalfoundation.org. A copy of contest rules and regulations is also available by sending a self-addressed stamped envelope to:

Medina Hospital Foundation
1000 E. Washington Street
Medina, OH 44256