

Operation Breakthrough 2024 Car Raffle – Official Rules 10.5.2024

- 1) **DESCRIPTION:** The Operation Breakthrough 2024 Car Raffle (the "Raffle") is a charitable raffle whereby tickets are sold online at www.operationbreakthrough.org from 6:00 p.m. Central Time ("CT") on October 5, 2024 through 6:00 p.m. CT on December 9, 2024 (the "Raffle Period"). Tickets are \$100.00. One (1) lucky entrant will win a custom restored and converted 1969 Chevrolet Chevelle SS electric vehicle with an estimated value of \$150,000 (see further details in Section 5, below).
- 2) Operation Breakthrough, Inc. ("Operation Breakthrough" or "Sponsor"), a Missouri nonprofit corporation, is committed to providing a safe, loving and educational environment for children in poverty and to empowering their families through advocacy, emergency aid and education. Raffle proceeds will be distributed to Operation Breakthrough at the conclusion of the Raffle.
- 3) **ELIGIBILITY:** Participation is only open to legal residents of the States of Kansas or Missouri (the "Eligible Territory") who are U.S. licensed drivers eighteen (18) years of age or older as of the date of entry. Employees and board members of Sponsor nor an individual domiciled with any such employee, or the immediate families and household members of each of the foregoing, are not eligible to enter or win. Subject to all applicable Federal, state and local laws. The Raffle is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation.
- 4) **HOW TO ENTER:** To enter the Raffle, eligible individuals located in the Eligible Territory at the time of purchase must, during the Raffle Period, purchase Raffle ticket(s) online by visiting www.operationbreakthrough.org and following the directions to purchase. To be valid, a raffle ticket(s) with unique number(s) will be emailed to the purchaser's email address within 24 hours of purchase. A copy of the same raffle ticket will be kept on premise for the official drawing. Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an e-mail address, the winning entry will be declared by the Authorized Account Holder (defined below) of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. Entrants may be asked to opt-in to receive communications from Sponsor. Such opt-in is not required to enter or win a prize.
- 5) **DRAWING AND GRAND PRIZE CEREMONY:** One (1) first place winner (the "Grand Prize Winner") will be selected in a random drawing from among all eligible entries received during the Raffle Period. The drawing will be held in the State of Missouri at Operation Breakthrough, broadcast on a Facebook Live video feed (the "Grand Prize Ceremony"), on or

about December 10, 2024 (the "Drawing Date") and will be conducted by Sponsor whose decision is final and binding. If the potential Grand Prize Winner is not present for participation in the Grand Prize Ceremony in person, the potential Grand Prize Winner authorizes Sponsor to display the name of the Grand Prize Winner during the Grand Prize Ceremony. Grand Prize Winner's participation in the Grand Prize Ceremony is not a condition of the Winner's receipt of the Prize Vehicle. The winner will be formally notified by email or telephone within twenty-four (24) hours of the end of the Drawing Date. Subject to verification of eligibility and compliance with these Official Rules, the potential first place winner will be declared the official Prize Vehicle winner (the "Grand Prize Winner") of the Raffle. If the potential Grand Prize Winner cannot be reached after a reasonable effort has been made five (5) business days from the first notification attempt, the person will be disqualified, and an alternate potential Grand Prize Winner will be drawn at random from the remaining eligible entries, until one (1) Grand Prize Winner meeting all qualifications has been selected.

6) PRIZES:

- a) The Grand Prize Winner will receive one custom restored and converted 1969 Chevrolet Chevelle SS electric vehicle with an estimated market value of \$150,000 (excluding taxes, license, title and registration fees) (the "Grand Prize"). Below is a detailed description of the Grand Prize specifications and modifications as per Sponsor:

"The 1969 Chevrolet Chevelle SS has been masterfully restored and converted into a high-performance electric vehicle, merging classic muscle car aesthetics with cutting-edge Electric vehicle technology. The centerpiece of this transformation is the 2016 Tesla Model S large rear drive unit, paired with an 87kWh battery pack, providing impressive electric power. The vehicle features modern conveniences such as electric power windows and locks, air conditioning (an upgrade from the original model), and a Dakota Digital Dash Instrument Cluster that seamlessly integrates the Electric vehicle system while preserving the charm of the original design. A 1200-watt Bluetooth stereo system with hands-free voice-activated options ensures a premium audio experience."

The build began with meticulous attention to the vehicle's frame, which was straightened, reinforced, and modified to accommodate the Tesla powertrain. Approximately 65% of the metal was replaced to eliminate rust, and the car was repainted to its original 1969 Garnet Red, resulting in a flawless exterior finish. Inside, new interior carpet and noise control materials were installed, along with completely new upholstery and a headliner, revitalizing the cabin's look and feel.

Enhancements continue with LED front headlights featuring daytime running halo lights, new 17-inch wheels, and Mickey

Thompson Street Comp tires for improved performance and style. This conversion stands out due to the thorough integration of the electric vehicle system with the updated dash, designed to display vehicle information while retaining the classic cluster appearance. Additionally, the builders engineered a specialized heating and cooling system for the lithium battery pack and a cooling system for the large drive unit, ensuring optimal performance and longevity. The electric vehicle system was also ingeniously integrated with the original 1969 stock automatic shifter assembly, maintaining the authentic driving experience of this iconic muscle car."

- i)** The first place winner of the Grand Prize will be required to sign an Affidavit of Eligibility/Publicity Release prior to being declared the Grand Prize Winner.
- b)** Taxes (including, but not limited to, federal and state income tax, and state and local sales tax, as applicable), license, title, and registration fees or other costs associated with the Prize Vehicle will be the sole responsibility of the Grand Prize Winner. The Internal Revenue Service takes the position that no portion of the Raffle ticket price will qualify as a charitable contribution for federal income tax purposes.
 - i)** The IRS requires payment by Sponsor of withholding tax equal to twenty-four percent (24%) of the net value of the Prize Vehicle (the "Federal Withholding Tax Amount"). The Grand Prize Winner is required to pay to Sponsor the Federal Withholding Tax Amount which must be deposited with Sponsor before the Prize Vehicle is claimed. If a potential winner does not provide payment of the Federal Withholding Tax Amount within ten (10) days of the date of the Raffle, Sponsor may select an alternate potential winner in his or her place at random from all other eligible entries. Additional drawings will continue as necessary until one (1) Grand Prize Winner has met all qualifications.
- c)** The designated Raffle ticket is the only valid receipt for claiming a prize.
- d)** The Grand Prize Winner will take possession of the Prize Vehicle at the Operation Breakthrough headquarters in Kansas City, Missouri at a time mutually agreed upon between the Grand Prize Winner and Sponsor but no later than the later thirty (30) days or receipt of the transferred title following the Raffle drawing. The Grand Prize Winner is responsible for any costs associated with picking up the Prize Vehicle and shall bear all risk of loss or damage to the Prize Vehicle after the Grand Prize Winner's receipt of the vehicle. Proof of insurance must be provided to the Sponsor by the Grand Prize Winner.
- e)** Sponsor reserves the right, and the Grand Prize Winner will grant the right to Sponsor, to show the Prize Vehicle once annually at an Operation Breakthrough fundraiser or other professional event. This retained and granted right will survive with the Prize Vehicle upon any subsequent transfer of ownership by the Grand Prize Winner to any third party.

Sponsor will be responsible for the costs associated with any such showing, and shall bear all risk of loss or damage to the Prize Vehicle, and shall purchase insurance associated with the Prize Vehicle for any such time that Sponsor has possession of the Prize Vehicle.

f) Notwithstanding anything to the contrary set forth herein, if Sponsor does not sell a minimum of Two-Thousand Five-Hundred (2500) Raffle tickets, the Prize Vehicle will not be awarded and instead the Grand Prize will be paid in cash out of Raffle proceeds and split 50 / 50 with Sponsor. The amount of cash to be paid will be allocated pursuant to a formula determined by Sponsor in its sole discretion.

7) **ODDS:** The odds of winning a prize depend on the total number of entries received during the applicable Raffle Period.

8) **WAIVER OF LIABILITY/PUBLICITY RELEASE:** By entering the Raffle, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against Sponsor, the Operation Breakthrough Foundation and their affiliate organizations, Facebook, Inc., the NFL, the Kansas City Chiefs, Travis Kelce, Eighty-Seven & Running and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any other company associated with the Raffle, and all of their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from participation in the Raffle, receipt or use of any prize (or any portion thereof), or any travel or activity related thereto. By entering the Raffle, each entrant gives his/her express permission to be contacted by Sponsor by telephone, email, and/or postal mail for Raffle purposes. The Grand Prize Winner, by acceptance of the prize, grants to Sponsor the right to publicize his/her name, city and state of residence, prize information, photograph, voice, statements, and/or other likeness for advertising, promotional, trade, and any other purpose, in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

9) **GENERAL RULES:** Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due, or garbled entries, transmissions, email, or mail; lost, interrupted, or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections; availability, accessibility, miscommunications, or failures of computer, satellite, telephone, cable, or wireless transmissions or lines; computer hardware or software malfunctions, failures, or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines, telephone systems, wireless towers, or cellular tower equipment; any error, omission, interruption, defect, or delay in wireless or other transmission, processing, or communication; printing, typographical, or other errors

appearing within these Official Rules, in any Raffle-related advertisements, or other materials; or any other errors, problems, or difficulties of any kind, whether human, mechanical, electronic, or other, relating to the Raffle, including, without limitation, errors or difficulties which may occur in connection with administration of the Raffle, processing of entries, announcement of the winner, or any Raffle-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users (e.g., hacking) or by any equipment or programming associated with or utilized in the Raffle. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer and/or wireless device related to or resulting from participating in this Raffle or downloading materials from or use of the Raffle website. Persons who tamper with or abuse any aspect of the Raffle or website; attempt to undermine the legitimate operation of the Raffle by cheating, deception, or other unfair playing practices; intend to annoy, abuse, threaten, or harass any other entrant or any representative of Sponsor, the NFL, or Kansas City Chiefs; or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Raffle and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty, or representation of any kind concerning any prize (or any portion thereof) and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Raffle (or any portion thereof) in the event Sponsor is prevented from executing the Raffle as contemplated herein by any event beyond Sponsor's control, including but not limited to: fire; flood; earthquake; explosion; public health epidemic or crisis; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Sponsor also reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Raffle (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes or events corrupt administration, security, fairness, integrity, or proper operation of the Raffle. In the event of cancellation, Sponsor may elect to identify the winner and award the prize by way of random drawing from among all non-suspect, eligible entries received up to the time of cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Raffle.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS RAFFLE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT AND SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S)

RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

10) DISPUTES: As a condition of entering this Raffle, each entrant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Raffle or the prize awarded (each, a "Claim") shall be (i) arbitrated on an individual basis only and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party and (ii) settled by binding arbitration in Jackson County, Missouri before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, U.S.A, applicable to contracts entered into and performed exclusively in that State. IN NO EVENT SHALL SPONSOR OR THE OTHER RELEASED PARTIES BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED FIVE HUNDRED AND 00/100 DOLLARS (\$500) TO ANY INDIVIDUAL ENTRANT IN THIS RAFFLE.

11) WINNER NAME: For the name of the Grand Prize Winner, send a self-addressed stamped envelope to: "Operation Breakthrough 2024 Car Raffle" Grand Prize Winner, 3039 Troost Ave., Kansas City, MO 64109. Requests must be received within ninety (90) days after the end of the Raffle Period.

12) SPONSOR: The Sponsor of the Raffle is Operation Breakthrough Inc., 3039 Troost Ave, Kansas City, MO 64109. This Raffle is in no way sponsored by the NFL, the Kansas City Chiefs, or any of their respective employees. NFL and / or Kansas City Chiefs trademarks, service marks, and copyrights are proprietary to the NFL and the Kansas City Chiefs, respectively. All rights reserved.