

# HOUSTON TEXANS FOUNDATION 50/50 JACKPOT

## Official Rules

### (2019 NFL Season)

**1. General.** By participating in the Houston Texans Foundation 50/50 Jackpot (the “Raffle”), entrants agree to be bound by these Official Rules and the decisions of the Houston Texans Foundation (the “Foundation”) and Houston NFL Holdings, L.P., d/b/a Houston Texans (the “Club”), which shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state, and local laws and is void where prohibited. The Raffle is a fundraising tool to support the charitable efforts of the Foundation. The Foundation encourages entrants to participate in the Raffle responsibly.

**2. Eligibility.** The Raffle is open to all legal residents of the United States who are eighteen (18) years old or older as of the date of the entry, except for employees (full-time or part-time) of (a) the Foundation, Club or Club’s affiliate, Lone Star Sports & Entertainment, (b) the presenting sponsor of the Raffle (if any), and (c) Bump 50:50, the raffle solution provider for the Raffle, along with the family members of such employees (each such eligible person individually referred to herein as an “Entrant”). For purposes of the Raffle, “family members” shall mean the spouse, parents or children of such employees. The Foundation or its agents has the right to request photo identification from any person desiring to enter the Raffle. Entrants are subject to these Official Rules.

**3. How to Purchase Raffle Tickets.** Official Raffle tickets (“Raffle Tickets”) will be available for purchase in-person at NRG Stadium (the “Stadium”) with the physical address of Two NRG Park, Houston, Texas 77054, at every Houston Texans home game from the time the Stadium gates are open to the public until approximately five (5) minutes remaining on the scoreboard in the Fourth Quarter of such game (the “Raffle Period”).

You may enter the Raffle by purchasing Raffle Tickets at the following prices: Five (5) Raffle Tickets for Ten Dollars (\$10.00), Twenty (20) Raffle Tickets for Twenty Dollars (\$20.00), Eighty (80) Raffle Tickets for Forty Dollars (\$40.00), or Two Hundred Fifty (250) Raffle Tickets for One Hundred Dollars (\$100.00) from designated Foundation representatives stationed at various kiosks inside the Stadium and roaming throughout the Stadium. Raffle Tickets may be purchased with cash (United States Dollars) or debit cards. No discounts or complimentary Raffle Tickets will be provided. Each Raffle Ticket is a receipt for Entrant’s purchase and represents an entry in the Raffle for that game and is not eligible for any past or future Drawings (defined below). There is no limit to the number of Raffle Tickets an Entrant may purchase. All Ticket purchases are final; no refunds or replacements will be issued.

**4. Drawing.** Every transaction is electronically tallied. The running total from the Raffle sales will be periodically displayed and updated on designated ribbon boards inside the seating bowl and kiosk televisions. One (1) Raffle Ticket number (“Winning Ticket”) will be selected in

a random drawing from among all eligible entries received as of the conclusion of the Entry Period (“Drawing”). The Winning Ticket will be announced over the Stadium’s Public Address System and posted on the designated ribbon boards inside the Stadium seating bowl and the kiosk televisions. The Winning Ticket will also be listed online at [www.houstontexans.com/5050](http://www.houstontexans.com/5050). Entrants do not need to be present at the Stadium at the time of the Drawing to win.

**5. Prize.** There will be a maximum of one (1) Winning Ticket selected during each Drawing. The holder of the Winning Ticket of each Drawing (the “Official Winner”) will be subject to these Official Rules and will be awarded fifty percent (50%) of the total proceeds from Raffle Tickets sold for that Drawing, less reasonable expenses incurred by the Foundation for the operation of the Raffle as permitted by law (the “Prize”) and required tax withholdings. The remaining proceeds shall be retained by the Foundation for its charitable purposes. No substitution of Prizes will be allowed for any potential Official Winner. Prizes will not be split amongst various parties.

**6. Claiming a Prize.** All Prize claims must be made within seven (7) calendar days after the applicable Raffle Drawing date (“Claims Period”) by emailing the following items to [5050@houstontexans.com](mailto:5050@houstontexans.com): (a) photograph or photo copy of the winning ticket and (b) photograph or photo copy of a valid form of ID (“Initial Documentation”). Upon receipt and satisfactory review of such items, a Foundation representative will email the Official Winner the documentation that must be executed and returned to the Foundation (e.g., affidavit/release and IRS forms)(“Additional Documentation”). The Official Winner must schedule and attend a meeting with a Foundation representative at the Houston Texans offices within thirty (30) days after the Official Winner sends the initial email to the Foundation claiming the Winning Ticket. At the in-person meeting, the Official Winner must deliver the completed and signed Additional Documentation and the original Winning Ticket (not a photo copy or photograph) (the Foundation representative will provide the Official Winner with a photo copy of such Winning Ticket, upon request). Any transportation required for the Official Winner to submit a Winning Ticket shall be the Official Winner’s sole responsibility and will not be furnished by the Foundation. The Official Winner must provide the Foundation with all information required to claim the Prize (including tax identification). The Foundation has no obligation to contact potential winners.

Prizes will be sent to the Official Winner's mailing address via check within approximately thirty (30) days after the receipt of the Winning Ticket and Additional Documentation. No cash payments will be made.

In the event that the Official Winner: (a) does not email the Initial Documentation to the Foundation at [5050@houstontexans.com](mailto:5050@houstontexans.com) within seven (7) calendar days after the Drawing; (b) does not schedule and attend a meeting with the Foundation representative at the Houston Texans offices within thirty (30) days after the Entrant sends the initial email to the Foundation claiming the Winning Ticket and provides the Additional Documentation and original Winning Ticket; (c) is ruled ineligible for any reason; or (d) refuses the Prize, the Prize will be deemed forfeited and will be retained by the Foundation for charitable use. In the unlikely event that an error or problem

in the administration of a Raffle results in more than one Entrant holding a Winning Ticket, the person holding the Ticket that was purchased the earliest shall be deemed the Official Winner.

For the sake of clarity, the Foundation will award the Prize to only one (1) Official Winner, even if multiple persons combined their funds to purchase the Winning Ticket or otherwise have an agreement to share the Prize. Absent fraud, theft or other criminal act, the person who holds the original Winning Ticket will be deemed the Official Winner, as determined by the Foundation in its sole and absolute discretion.

**7. Taxes.** Official Winners will be subject to applicable IRS rules, regulations, and guidelines. Official Winners shall be responsible for any and all travel, costs, federal, state and local income or excise taxes, fees, assessments and like charges associated with a Prize. Federal law requires that a tax withholding on certain prize values must be collected by the Foundation from Official Winners prior to award and distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.

**8. Raffle Tickets are Not Tax Deductible.** The IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of the Raffle Tickets does not qualify as a deductible charitable contribution for personal income tax purposes.

**9. Odds.** The odds of a specific Raffle Ticket being the winning Raffle Ticket depend on the total number of Raffle Tickets purchased for each individual Drawing.

**10. Transfer of Raffle Tickets or Prize.** Entrants who purchase Raffle Tickets may opt to give away their Raffle Tickets to other Entrants, but in doing so the purchaser waives any claim he/she might otherwise have to the Prize. Purchasers of Raffle Tickets may not re-sell their Raffle Tickets to other parties, and may not knowingly give Raffle Tickets away to others for the purpose of allowing those other parties to re-sell such Raffle Tickets. All Raffle Tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive Raffle Tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize. A Winner may transfer his/her Prize to a third party provided that the following conditions are met: (a) the transferee would have otherwise been considered an Entrant to enter the Raffle; (b) the transferee shall be responsible for all taxes and costs described in these Official Rules; and (c) the transferee shall be bound by these Official Rules.

**11. Disclaimer.** The Foundation, in its sole discretion, reserves the right to disqualify any person tampering with the Entry process, tampering, doctoring, forging or counterfeiting the Winning Ticket, or otherwise violating these Official Rules. The Foundation further reserves the right to cancel, terminate or modify the Raffle for any reason, including, but not limited to, any Raffle that is not capable of completion as planned, affected by tampering, unauthorized

intervention or technical failures of any sort, fraud, acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside the Foundation's control.

The Released Parties (defined below) are not responsible for: (1) Raffle Tickets which are lost, stolen, improperly issued, contain printing errors, counterfeited, illegible, given away, and altered or subject to other deficiencies which may limit an Entrant's ability to participate in or win any Raffle; or (2) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature which relates to the Raffle, including without limitation, errors in Raffle-related materials or in the administration of the Raffle, such as errors in processing Entrants, determining Official Winners, or announcing or delivery of Prizes; or any portion of the Raffle that is compromised, then the Foundation reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle. Released Parties make no warranty, guaranty or representation of any kind concerning any Prize and disclaimed any implied warranty. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Release of Liability.** By entering the Raffle, all Entrants agree to: (a) be bound by these Official Rules; and (b) release, waive, discharge, covenant not to sue and indemnify the Foundation, Club, the National Football League, Bump 50:50, and the presenting sponsor of the Raffle (if any), and each of their respective affiliates, and the directors, officers, employees and agents of each, from any and all liability with respect to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from participation in the Raffle, or from any travel or activity related to the receipt or use of any Prize.

**13. Publicity Release.** By entering the Raffle, you agree that the Foundation, Club or their designees may use your name, photograph, voice, and/or other likeness in any manner and for any purpose in any media now known or hereafter developed, worldwide and in perpetuity, without additional consideration or your prior review, unless prohibited by law. Each Winner agrees to execute all documents that the Foundation, Club or its designees may require to be signed in connection with this publicity release.

**14. Governing Law.** The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Texas. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules shall remain enforceable to the fullest extent permitted by law. The venue for any cause of action arising out of the Raffle or these Official Rules shall be located in Harris County, Texas.

**15. Winners' List.** For a list of Winning Tickets and Prize amounts for Drawings, requests may be mailed with a self-addressed stamped envelope to: Houston Texans Foundation Attn: 50/50 Jackpot, NRG Stadium, Two NRG Park, Houston, Texas 77054. Such requests must be received by March 31, 2020. Winning Tickets will also be posted at [www.houstontexans.com/5050](http://www.houstontexans.com/5050).