



Dragonheart Vermont “Lucky Dragon Draw 50/50” OFFICIAL RULES

By participating, entrants agree to be bound by these Official Rules and by the decisions of Dragonheart Vermont, Inc. (Dragonheart Vermont), which shall be binding and final as to all matters related to the Lucky Dragon Draw 50/50 (LDD50/50). Official Rules will be posted online under the online at www.dragonheartvermont.org. The Official Rules should be read before ticket purchase.

Dragonheart Vermont is a 501(c)(3) non-profit charitable organization. The address at which Dragonheart Vermont may be contacted is: 899 Dorset Street, S Burlington VT 05403. The LDD50/50 is conducted pursuant to Vermont law, and is void outside of Vermont.

LDD50/50 DATE AND PERIOD; HOW TO ENTER: Dragonheart Vermont will sell online tickets to LDD50/50 during the time frame of April 10, 2021 through May 15, 2021. Ticket sales will cease at 11:59 p.m. PT on May 15, 2021.

ELIGIBILITY TO ENTER: While available, LDD50/50 tickets may be purchased only by persons 18 years or older in accordance with these Official Rules. By purchasing a LDD50/50 ticket, the entrant agrees to abide by all terms of the Official Rules applicable thereto. The LDD50/50 prize(s) shall be subject to all Federal, State, Local and Municipal Laws and Regulations. Some restrictions apply. Void where prohibited or restricted by law. Not valid in Alabama, California, Hawaii, Kansas, Utah, Washington, Iowa, Minnesota and Montana.

PURCHASING LDD50/50 TICKETS: While supplies last, LDD50/50 tickets will be sold online from April 10 through May 15, 2021. There is no limit to the number of LDD50/50 tickets an eligible individual may purchase.

- One (1) LDD50/50 ticket for a total price for \$10.
- Five (5) LDD50/50 tickets for a total price of \$20.
- Twenty (20) LDD50/50 tickets for a total price of \$50.
- One Hundred (100) LDD50/50 tickets for a total price of \$100.

NUMBER OF LDD50/50 TICKETS: There is no minimum and no maximum number of tickets that must be sold.

ODDS: The odds of winning the prize depends on the number of valid tickets sold.

PRIZE/PAYMENT: The LDD50/50 prize consists of and is limited to a cash prize equal to fifty percent (50%) of the net LDD50/50 ticket sales revenue. Net LDD50/50 ticket sales shall be unilaterally determined by Dragonheart Vermont in its sole discretion. Fifty percent (50%) of the net proceeds of the LDD50/50 will benefit Dragonheart Vermont.

Subject to the terms and conditions of these Official Rules, a check in the amount of the prize, net of any withholding or other taxes or assessments required or permitted to be withheld by Dragonheart Vermont under applicable federal, state or local laws, rules or regulations, will be mailed to the Official Winner (defined below) within forty-five (45) days after the date of the Drawing (defined below), after Dragonheart Vermont has verified the winning LDD50/50 ticket and Official Winner has satisfied all terms and conditions of these Official Rules, including return of all forms and documents to Dragonheart Vermont (which may be required to withhold federal taxes in accordance with IRS regulations, and will do so as a pre-condition of winner receiving prize money). The Official Winner is otherwise solely responsible for any and all costs, fees, additional taxes, or expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, Official Winner will be issued an IRS Form 1099 for the amount of the prize. No substitution, assignment, refund or transfer of a prize is permitted, except by Dragonheart Vermont.

TRANSFER OF LDD50/50 ENTRIES: Persons who purchase LDD50/50 tickets may opt to give away their LDD50/50 tickets, but in doing so they give up any claim they might otherwise have to the prize if they give away a winning LDD50/50 ticket. Purchasers of LDD50/50 tickets may not resell their LDD50/50 tickets to other parties and may not knowingly give such LDD50/50 tickets away to others for the purpose of allowing those other parties to re-sell such LDD50/50 tickets. All LDD50/50 tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell LDD50/50 tickets in violation of these Official Rules shall be ineligible to participate in the LDD50/50 or to win the prize.

DRAWING: Each Potential Winner (defined below) will be selected in a random drawing from eligible entries received (the "Drawing"). The potential winner need not be present to win. A Drawing will be held one day after the conclusion of the LDD50/50. If for any reason whatsoever the Drawing cannot be held at that time, it will be held within a reasonable time thereafter. Entries that are not selected in the Drawing are not valid for future drawings. The winner will also be posted on www.dragonheartvermont.org within twenty-four (24) hours of the drawing and will remain posted on the website for thirty (30) calendar days.

DETERMINATION OF OFFICIAL WINNER(S): Dragonheart Vermont shall have the sole discretion to determine whether a Potential Winner is an official winner of a prize (an "Official Winner"). Dragonheart Vermont's decision concerning the identity of Official Winner shall be final and binding. To become an Official Winner: (1) the Potential Winner must be eligible to participate in the LDD50/50 under these Official Rules and must not be in violation of these Official Rules as determined in Dragonheart Vermont's sole judgment; (2) the Potential Winner's winning entry must be inspected and verified by Dragonheart Vermont by the deadline specified above; (3) the Potential Winner must execute and return to Dragonheart Vermont an affidavit of eligibility and liability/publicity release on a form to be provided by Dragonheart Vermont before the prize is awarded; and (4) the Potential Winner must provide Dragonheart Vermont with all tax identification information required by federal, state or local law and, where applicable, provide Dragonheart Vermont with payment for any required withholding taxes due prior to that Potential Winner's receipt of a prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if Dragonheart

Vermont is unable for any reason to identify the Potential Winner, then the Potential Winner's prize will be deemed forfeited and become the property of Dragonheart Vermont. Any entry that Dragonheart Vermont determines, in its sole judgment, was stolen, unissued, ineligible, altered counterfeit in whole or in part, defective, printed in duplicate or printed/produced in error will be void.

Dragonheart Vermont shall unilaterally use the following rules to determine the identity of any Potential Winner and of the Official Winner: Dragonheart Vermont conclusively presume that the purchaser of that LDD50/50 ticket is the lawful owner of that LDD50/50 ticket.

GENERAL CONDITIONS: The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) entries or payments that are delayed, misdirected, undelivered, not fully captured, or garbled; (4) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the LDD50/50 (collectively, as described in clauses (1) through (4), "Errors"), including without limitation Errors in LDD50/50-related materials or in the administration of the LDD50/50, such as Errors in processing entries, identifying Potential Winners, determining the Official Winners, or announcing or delivering a prize. In addition, the Released Parties are not responsible if any portion of the LDD50/50 is compromised, in Dragonheart Vermont's sole judgment, by non-authorized activity or other causes which, in Dragonheart Vermont's sole judgment, corrupt or impair the administration, security or fairness of the LDD50/50, or the proper submission or capture of entries (collectively, a "Compromising LDD50/50"). In the LDD50/50 of a Compromising LDD50/50, Dragonheart Vermont reserves the right, in its sole discretion, to suspend, modify or terminate the LDD50/50. If the LDD50/50 is not terminated, Dragonheart Vermont reserves the right to select winners from all eligible, non-suspect entries received before the known occurrence or discovery of such Compromising LDD50/50. All entry purchases shall be final, and no refunds or replacements will be issued by Dragonheart Vermont. Dragonheart Vermont reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the LDD50/50 process or the operation of the LDD50/50 or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Dragonheart Vermont's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. Dragonheart Vermont has sole and final decision on admissibility of entries and the determination of Official Winners.

RELEASE OF LIABILITY: By entering, each entrant agrees to abide and be bound to these Official Rules, and to release, indemnify and hold harmless:

Dragonheart Vermont and each of its respective directors, officers, owners, shareholders, subsidiaries, members, partners, agents, representatives, employees, successors, parents, heirs, executors, administrators and affiliates (individually a "Released Party" and collectively, the "Released Parties") from and against any and all liability, claims, losses, damages or causes of action of any kind (however named or described) with respect to or arising out of (i) entrant's participation in the LDD50/50 or winning any prize, or (ii) entrant's acceptance, possession, misuse or use of any prize or participation in the LDD50/50 or any LDD50/50 related activity. In addition, each Official Winner agrees to release, indemnify and hold the Released Parties harmless from any and all losses, damages, rights, claims and actions of any kind rising in

connection with or as a result of participating in the LDD50/50 or the Official Winner's acceptance or use of any prize.

LIMITATION OF LIABILITY: A LDD50/50 entrant's sole and exclusive remedy for any Released Party's breach of duty or conduct related to the LDD50/50 shall be limited to the return of the purchase price paid for his or her LDD50/50 tickets. No Released Party shall be liable to any person for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, arising out of the LDD50/50.

PUBLICITY RELEASE: Each Official Winner, by accepting his or her prize, grants Dragonheart Vermont and its designees and affiliates, full permission, except where legally prohibited, to use that Official Winner's name, address (city and state only), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

DISPUTES; SEVERABILITY: Each LDD50/50 participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with LDD50/50, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a state court located in Burlington, Vermont and each LDD50/50 participant submits to sole and exclusive personal jurisdiction of said courts in Vermont for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred to purchase the LDD50/50 tickets, but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket costs to purchase the LDD50/50 tickets, and entrant waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants or Dragonheart Vermont in connection with the LDD50/50 shall be governed by, and construed in accordance with, the laws of the State of Vermont, without giving effect to any choice of law or conflict of law rules of provisions which would cause the application of the laws of any jurisdiction other than the State of Vermont. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.

COMPLIMENTARY TICKETS: Parties entering into LDD50/50 that make at least two posts on Instagram and/or Facebook using the hashtag (#LuckyDragonDraw) will be eligible for drawing for an additional ticket. Per Instagram and Facebook rules, this promotion is in no way sponsored, administered, endorsed by, or associated with Instagram, Inc. or Facebook, Inc. By entering, entrants confirm that they are 18+ years of age, not residents of Alabama, California, Hawaii, Kansas, Utah, Washington, Iowa, Minnesota and Montana, release Instagram and Facebook of responsibility, and agree to Instagram's/Facebook's terms of use.