# **Black Mafia's Fundraising Event**

Thank you all for supporting our Non-Profit!

### <u>Sponsor</u>

- This fundraising event is supported by Black Mafia's Non-Profit.
- Please refer to Black Mafia's website to fill out contact forms for any questions, comments, or concerns.

#### <u>Eligibility</u>

- Our fundraising raffle is only open to those who reside within one of the fifty (50) States of America who are at least eighteen (18) years old at the time of entry.
- If the winner is of legal age but is still considered a minor in his/her/their jurisdiction of residence, Black Mafia reserves the right to award the prize in the name of his/her/their parent or legal guardian on the winner's behalf and fulfill any other requirements imposed on winner set forth herein.

## Entry Period

- Entries will be applicable from February 1<sup>st</sup>, 2024 at 12:00am through to, and ending on, February 29, 2024 EST at 11:59pm EST. Entries that are submitted before or after the entry period will be viewed as a standard donation to Black Mafia's Non-Profit and no refunds will be given.
- All donations made during the entry period will be accepted into the raffle's drawing pool unless you state in writing that you do not want to participate in the raffle.

## How To Enter

- The method of entry is through Black Mafia's Paypal charity <u>link</u>. Please ensure your full contact details are provided by checking Paypal's, "Share my name and email with this charity," button.
- For every five dollars (\$5), one ticket with an entrant's name is to be added to the raffle's drawing bucket.
  - EX: \$5 = 1 entry. \$10 = 2 entries. \$15 = 3 entries. Etc.

### Prize Drawing

- On or about March 2<sup>nd</sup>, 2024, a guarantor from Black Mafia will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The drawing will be streamed via Yamazonia's twitch <u>channel</u> and VOD will be uploaded to https://BlackMafiaNp.com.
- Black Mafia will attempt to notify potential winners via e-mail on or about March 2<sup>nd</sup>, 2024. If the potential winner does not respond within five (5) days after the date of the first attempt to contact him/her/they/them, or prize is returned as undeliverable, Black Mafia will select an alternate winner in their place at random from the remaining non-winning, eligible entries.

#### <u>Prizes</u>

- Prizes will be available for viewing through an Excel Spreadsheet link located on Black Mafia's website.
- "As-Is" or refurbished items are exactly that and cannot be exchanged for something new or refunded as you are aware that any item(s) is open-box.

## **General Conditions**

- Black Mafia reserves the right in its' sole discretion to disqualify any individual we find to be tampering with the entry process, or to be acting in violation of these Official Rules, or a individual that behaves in an unsportsmanlike and disruptive manner up to and including transgressions against protected classes under federal law.
  - These include race, creed, color, national origin, sexual orientation, military status, sex, age, marital status, domestic violence victim status, disability, pregnancyrelated conditions, predisposing genetic characteristics, familial status and gender identity.
- Should such an attempt be made, Black Mafia reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Black Mafia to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## Release and Waiver of Liability

 By participating in the event, entrants agree to release and hold harmless Black Mafia and its' employees, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the fundraising event, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the event or receipt or use of the prize (including any travel or activity related thereto) including, but not limited to: (a) any technical errors associated with the event; (b) unauthorized human intervention in the event; (c) all printing and typographical errors; (d) lost, late, incomplete,

garbled, illegible, undelivered, stolen, damaged, delayed, postage due or misdirected mail, entries, any other errors or problems in connection with the event; (e) injury, death, losses or damages of any kind, to personas or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the event or acceptance, receipt, or misuse of the prize (including traveling or any activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the event, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the event. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **Disputes**

- Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected, with the event or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New Jersey.
- All issues and questions the construction, validity, interpretation, and enforcement of these Official Rules, entrants' rights and obligations, or the rights and obligations of Black Mafia in connection with the event, shall be governed by, construed in accordance with, the laws of Black Mafia, without giving effect to any chance of law or conflict of rules, which would cause the application of the laws of any jurisdiction.

## <u>Privacy</u>

• All information collected from entrants is subject to Black Mafia's privacy policy and will not be shared or sold with any other individual(s) or any other company.

#### Agreement to Official Rules

 Participation in this event constitutes entrants' full and unconditional agreement to, whether read in full or not, and acceptance of these rules and the decisions of Black Mafia are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.