- 1. The Flamingo Float ("Float") is a random drawing raffle; it is sponsored by and all net proceeds benefit the Children's Dream Fund ("Sponsor"), 1600 23rd Avenue North, St. Petersburg, Florida 33731. Sponsor is a registered 501(c)(3), EIN 59-2145821.
- 2. The Float is open to persons aged 18 and over, unless noted otherwise. Employees of Sponsor, of its members, and immediate family members of Sponsor are not eligible to win. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this sweepstakes. All federal, state and local laws apply. Void where prohibited. Raffle purchases are not tax deductible.
- 3. To enter, eligible entrants must purchase a raffle chance ("adopt a flamingo") at a \$10 minimum donation per raffle ticket is suggested but not required or 6 flamingos for \$30 online (<u>Tampa Bay's Flamingo Float | The Children's Dream Fund</u>) at race site or via mail, by form available from Sponsor or through promotional partners. Please note that in addition to the donation a small credit card convenience fee will be added. Adoptions may be suspended at any time by Sponsor. Entries received after the deadline will be processed as a donation to Children's Dream Fund.
- 4. Odds of winning depend on total number of qualified entries and are not guaranteed. A minimum of 10,000 rubber flamingos will be launched on the Hillsborough River at approximately 10:30 am on Saturday, December 7, 2024, in Tampa, Florida at Armature Works. Date and location are subject to change without notice. No attempt to free or interfere with any flamingo will be permitted, unless deemed necessary by Sponsor. Sponsor reserves the right to manually maneuver rubber flamingos along the course and terminate the race and determine the winners by random selection. Only rubber flamingos provided by Sponsor will be entered, and all flamingos remain the property of Sponsor.
- 5. Prizes will be awarded in order to eligible entrants, as name appears on adoption form or online entry, whose entry number corresponds with number of the first six (6) rubber flamingos in order of finish.
- 6. Grand Prize: All new 2024 Ford Bronco MSRP \$50,000 (approximate). With Support from Caddy's, Jarrett Scott Ford and other corporate donors. Grand Prize winner must have a valid U.S. driver's license and proof of insurance to take delivery of Grand Prize and will be responsible for, without limitation, all taxes, title and documentary fees. Sponsor assumes no liability or

responsibility in connection with the safety or performance of any prize. The Grand Prize is used and awarded in "as is" condition, with all faults. The Grand Prize will have accrued mileage. Winner does not have the choice of color or options. Winner must take delivery of the Grand Prize within (30) days of notice of availability from the Sponsor at a time and date to be determined by the winner with approval of the Sponsor. Grand Prize is non-transferable and there is no cash option in lieu of the Grand Prize. Grand Prize winner is responsible for all taxes (federal, state, local) and fees (including title, license, insurance and vehicle documentary fees) prior to delivery and for all costs associated with any other expenses related to the acceptance and use of the prize not specified herein. In addition, Grand Prize winner must supply taxpayer identification number (Social Security number) prior to receipt of the Grand Prize. Sponsor must receive tax installment prior to delivery of Grand Prize and winner will be issued IRS forms for value of prize. Acceptance of the Grand Prize constitutes permission to use winner's name and/or likeness for advertising purposes without further compensation necessary, unless prohibited by applicable law.

2nd place: Hotel Stay at JW Marriott Tampa and tickets to a Tampa Bay Lightning Game.

3rd place: Hotel Stay at the St. Petersburg Vinoy paired with tickets to a Tampa Bay Rays Game.

4th Place: Hotel Stay at the JW Marriott Clearwater Beach and a half-day fishing charter.

5th Place: (6) Tickets to Busch Gardens with meal vouchers.

6th place: (1) Round of Golf for Four (4) at Cypress Run Golf Course and a \$250 gift certificate to their pro shop.

7. Winner need not be present to win. Winners will be notified by telephone, email or U.S. mail at the phone, email or address indicated on entry form or provided online. Winners will be announced on Flamingo Float event website at The Children's Dream Fund | Helping Sick Kids Dream... Every Day (childrensdreamfund.org) as soon as all the winners have been verified. In the case of insufficient contact information and/or if Sponsor is unable to contact winner and if winner does not contact Sponsor to claim prize within 15 days (December 7, 2024) of race date at 1600 23rd Avenue North, St. Petersburg, Florida 33731, or if winner is deemed

ineligible to win, Sponsor may select an alternate winner through random drawing of entries.

- 8. By entering, winners consent to use of name, address and likeness for advertising, promotion and publicity purposes without additional compensation. No substitutions, cash equivalent prizes, transfer or exchange of prizes will be provided in lieu of prizes. Sponsor reserves the right to substitute if advertised prizes become unavailable.
- 9. Sponsor reserves the right to cancel without recourse the Flamingo Float or change any element thereof, with or without notice, at any time, for any reason. Should the Flamingo Float be cancelled at any time for any reason, Sponsor reserves the right to select winners in a random drawing from among entries received.
- 10. Waiver and Release. All entrants agree that in consideration of participating in the activities herein including, without limitation, the Float and related activities, the entrants acknowledge, appreciate, and agree that:
 - a. There is a risk of injury, including the potential for permanent disability and death, and while personal discipline may reduce this risk, the risk of serious injury does exist; and,
 - b. They knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees (as defined below) or others, and assume full responsibility for their participation; and,
 - c. They and their heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless Sponsor, its donors, parent, subsidiaries and affiliates (including their respective officers, directors, employees, representatives, and agents), from, without limitation, claims for any and all injuries, disability, emotional injury, sickness or disease, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, including attorneys' fees and costs.

This waiver, release and indemnity shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this release shall be commenced exclusively in the Circuit Court of the Thirteenth Judicial Circuit in and

for Hillsborough County, Florida.

11. Except as specified below, all logos are registered trademarks of Sponsor and use is prohibited without Sponsor's express written consent.