

**Terms and Conditions**  
**Pick Up Truck for the Cure Raffle**  
**(Benefiting Tulane Cancer Center's Prostate Cancer Research Fund)**

Please read these Terms and Conditions before participating in the Pick Up Truck for the Cure Raffle ("Raffle"). By purchasing a ticket, you consent and agree to be bound by these Terms and Conditions and represent that you meet all eligibility requirements. This Raffle is operated by The Administrators of the Tulane Educational Fund, a Louisiana 501(c)(3) charitable organization located at 6823 St. Charles Avenue, New Orleans, Louisiana 70118, through the Tulane Cancer Center, located at 1430 Tulane Avenue, New Orleans, LA 70112 (hereafter "Tulane").

**Terms and Conditions:**

- **Applicable Laws:** All participants, claimants, payees, and transactions are subject to these Terms and Conditions and to all applicable federal, state, and municipal laws, rules, and regulations, including without limitation any rules and regulations set forth by the Louisiana Office of Charitable Gaming, New Orleans Bureau of Revenue, and U.S. Treasury Department and Internal Revenue Service.

**Eligibility:** To be eligible to participate and/or win an award, one must be at least eighteen (18) years of age and a U.S. citizen or permanent resident. Tulane Cancer Center School of Medicine faculty, staff, students and contractors and their immediate families are not eligible to participate and/or win an award. Employees, contractors, and agents of Gerry Lane Buick-GMC and its dealers, its parent, subsidiaries, affiliates, and promotional and advertising agencies, and members of their immediate families, are not eligible to participate and/or win an award. Participation is strictly limited to persons meeting the eligibility requirements and consenting to these Terms and Conditions.

- **Drawing:** The winning ticket and two alternate tickets will be selected by Tulane in a random drawing tentatively to be held June 1, 2020. Tulane will notify the winner by phone within 24 hours of the drawing. Alternates will be notified in the order selected and only if the winner does not validly claim the award within the thirty (30) day claims period described below. The number of the winning ticket will also be posted to the Raffle website: [www.pickuptruckforthecure.org](http://www.pickuptruckforthecure.org). Tickets will not be eligible for or included in any subsequent raffles. The results of the drawing are final.
- **Ticket Price and Quantity:** The price of each ticket is \$100.00, exclusive of any tax and fees. Tulane will sell a minimum of 300 tickets and a maximum of 500 tickets for the Raffle. If the minimum of 300 tickets has not been sold by 5:00 PM CST on the day before the drawing, tentatively May 31, 2020, the Raffle will not take place and all purchasers will be refunded the full price of their ticket(s).
- **Transfer of Tickets:** Purchasers may opt to give away or transfer a ticket to other eligible persons free of charge, but in doing so waive any claim to the award. The purchaser may not resell a ticket or give it away for the purpose of allowing another person to resell the ticket. Any ticket which has been resold shall be void.
- **How to Purchase:** Tickets may be purchased exclusively via credit or debit card online at [www.pickuptruckforthecure.org](http://www.pickuptruckforthecure.org). Ticket sales will end either at 5:00 PM CST the day before the drawing, tentatively May 31, 2020, or when the maximum of 500 tickets have been sold, whichever occurs first. Upon completion of the online transaction, the purchaser will receive an electronic receipt to the email address provided. The electronic receipt shall serve as proof of purchase.
- **Disclaimer of Liability:** EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT TULANE IS NOT

LIABLE FOR ANY LOST, LATE, MISDIRECTED, UNDELIVERED, OR DESTROYED TICKETS REGARDLESS OF THE PERSON RESPONSIBLE OR CAUSE, INCLUDING WITHOUT LIMITATION ANY PROBLEM OR TECHNICAL MALFUNCTION OF ANY COMPUTER OR OTHER ELECTRONIC DEVICE, SOFTWARE, ELECTRONIC PLATFORM, PAYMENT SYSTEM, INTERNET CONNECTION, CONNECTIVITY NETWORK OR SERVER.

- **How to Claim the Award:** The winner will have thirty (30) days from the drawing date to validly complete all requirements of the claims process. To complete the claims process, the claimant must present: (i) a valid proof of purchase with a ticket number matching the number selected as the winner; (ii) a valid photo identification and W-9; (iii) an Award Acceptance Release Form, to be provided by Tulane; and (iv) a certified check in an amount sufficient to cover all federal and state tax withholdings. Federal law may require the claimant to complete an IRS Form 5754 if claiming the award on behalf of another. Claimant must also present to Gerry Lane Buick-GMC a valid driver's license, proof of insurance, and the costs of sales tax, registration, license, and title. If the claimant does not validly complete all requirements within the 30 day claims period, he or she irrevocably forfeits any rights to the award. For more information regarding the claims process, please contact the Tulane Cancer Center at (504) 988-6064.
- **Award:** The certified winner may select an in-stock GMC Canyon truck at Gerry Lane Buick-GMC. The certified winner is entitled to a basic model only. All package or vehicle upgrades may be purchased solely at winner's expense. Any package or vehicle upgrades are to be negotiated between the winner and Gerry Lane Buick-GMC.
- **Taxes:** The winner is solely responsible for any and all federal, state, and local taxes, fees, and other charges associated with the acceptance of the award and acquisition of the vehicle. The federal tax withholding, where applicable, is approximately 25% of the vehicle's estimated retail value; the state tax withholding, where applicable, is approximately 6% of the vehicle's estimated retail value. The retail value for the prize will be determined by Gerry Lane Buick-GMC and will not be independently appraised by Tulane. Tulane will comply with all federal and state tax reporting and withholding obligations. The U.S. Internal Revenue Service has taken the position that amounts paid for chance-based raffle tickets are not gifts and, therefore, the price of a ticket does not qualify as a deductible charitable contribution.
- **Grant of License:** Entry in the raffle constitutes permission to Tulane to use winner's name, image, and likeness without compensation and for any promotional purposes. Participant releases and waives any claims and demands against Tulane arising from its use of his or her name, image, or likeness.
- **Disclaimer of warranties:** TULANE AND EACH OF ITS AGENTS, OFFICERS, ADMINISTRATORS, DIRECTORS, AND EMPLOYEES, SUBSIDIARIES, AND AFFILIATES, DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, REGARDING THE VEHICLE SELECTED BY THE WINNER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES AGAINST REDHIBITION AND OF FITNESS FOR USE. The selected vehicle shall be covered by the manufacturer's and/or Gerry Lane Buick-GMC's limited warranty, as set forth in the vehicle's owner's guide. TULANE MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES WITH RESPECT TO GERRY LANE BUICK-GMC'S PERFORMANCE, INCLUDING WITHOUT LIMITATION ITS DELIVERY OF THE AWARD TO THE CERTIFIED WINNER. Tulane will issue appropriate refunds of tickets sales in the event of dealer's non-performance.
- **Waiver and Indemnification:** Each participant releases, waives, discharges, covenants not to sue, and agrees to protect, defend, indemnify, and hold harmless Tulane and each of its agents, officers, administrators, directors, and employees from any claims, demands, actions, liabilities, losses, costs, expenses, including without limitation attorneys' fees, arising out of his or her participation in the Raffle or acceptance of the award.

- **Governing Law:** The Raffle and these Terms and Conditions shall be governed by the laws of the State of Louisiana without respect to its conflict of law provisions.
- **Severability:** If any provision of these Terms and Conditions is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision or this Terms and Conditions as a whole, which shall remain in full force and effect.
- **Contact:** For more information about the Raffle, please contact: Keadren Green, Senior Center Administrator, (504) 988-6064, kgreen2@tulane.edu.

