# Charm City Sweepstakes benefitting the William L. and Victorine Q. Adams Gilchrist Center Baltimore 

## OFFICIAL RULES

## SUMMARY:

Sponsor: Gilchrist Hospice Care, Inc.
Beneficiary: William L. and Victorine Q. Adams Gilchrist Center Baltimore

Prize Details: One (1) grand prize winner of the Contest will win: The opportunity to throw the ceremonial first pitch at an Orioles home game at Camden Yards during the 2023 season. 4 tickets and VIP parking included.

Five (5) subsequent winners of the Contest will win one of five (5) runner up prizes.

Runner Up prize 1:
Join Baltimore Symphony Orchestra members onstage "Side by Side" at a rehearsal and attend their performance that night with 5 guests
Runner Up prize 2:
Experience a private VIP tour for 6 guests of the Giraffe House at the Maryland Zoo, along with general admission.

Runner Up prize 3:
Enjoy monthly home delivery of Baltimore's famous Goetze's Caramels once a month, for 6 months.
Runner Up prize 4:
Choose your own "Behind the Scenes" animal encounter adventure for 4 guests at The National Aquarium
Runner Up prize 5:
See Chris Stapleton live in concert at the newly reopened CFG Arena on July 15, 2023

## OFFICIAL RULES

DO NOT PROCEED WITH ENTERING SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT OF THE 48 CONTIGUOUS UNITED STATES, AT LEAST 21 YEARS OF AGE, AND PHYSICALLY LOCATED WITHIN THE UNITED STATES. NO PURCHASE OR DONATION NECESSARY TO ENTER OR CLAIM PRIZE. VOID WHERE PROHIBITED BY LAW.

Winners of the Contest will be selected in a random drawing on May 24, 2023. There will be 6 tickets drawn. The first ticket drawn will be deemed the GRAND prize winner. The second ticket drawn will be deemed the SECOND CHANCE winner. The third ticket drawn will be deemed the THIRD CHANCE winner. The fourth ticket drawn will be deemed the FOURTH CHANCE winner. The fifth ticket drawn will be deemed the FIFTH CHANCE winner. The sixth ticket drawn will be deemed the SIXTH CHANCE winner. Winners will be notified via the contact information provided at the time of ticket purchase and in the
order they are drawn. Each winner will have 24 hours to claim the prize. If a winner fails to claim their prize within 24 hours, the prize may be forfeited, and an alternate winner selected.

The selected GRAND prize winner will win the GRAND prize (as outlined below.) The SECOND Chance Winner will choose one (1) of five (5) available Runner up prizes (as outlined below). The THIRD Chance Winner will choose one (1) of four (4) available Runner up prizes. The FOURTH Chance Winner will choose one (1) of three (3) available Runner up prizes. The FIFTH Chance Winner will choose one (1) of two (2) available Runner up prizes. The SIXTH Chance Winner will receive the remaining available Runner up prize.

Grand Prize: The opportunity to throw the ceremonial first pitch at an Orioles home game at Camden Yards during the 2023 season. 4 tickets and VIP parking included.

Runner Up prize 1:
Join Baltimore Symphony Orchestra members onstage "Side by Side" at a rehearsal and attend their performance that night with 5 guests
Runner Up prize 2:
Experience a private VIP tour for 6 guests of the Giraffe House at the Maryland Zoo, along with general admission.
Runner Up prize 3:
Enjoy monthly home delivery of Baltimore's famous Goetze's Caramels once a month, for 6 months. Runner Up prize 4:
Choose your own "Behind the Scenes" animal encounter adventure for 4 guests at The National Aquarium
Runner Up prize 5:
See Chris Stapleton live in concert at the newly reopened CFG Arena on July 15, 2023

## ELIGIBILITY

The Contest begins on May 3, 2024 at 12 a.m. EST and ends on May 24, 2023 at 11:59 a.m. EST. Sweepstakes are open to all legal U.S. residents of the 48 contiguous United States and the District of Columbia who are at least 21 years of age on the day of entry and who are physically located within the 48 contiguous United States and the District of Columbia at the time of entry and participation. Void in Puerto Rico and all U.S. territories and possessions. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Sweepstakes are subject to all applicable federal, state, and local laws and regulations and shall be construed and evaluated according to the laws of only the United States. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each participant unconditionally accepts and agrees to comply with and abide by the terms and conditions stated in these Official Rules and the Terms of Service, which shall be final and binding in all respects, agrees to be bound by the decisions of Administrator, and warrants that such participant is eligible to participate in the Contest.

## HOW TO ENTER

(a) By Donating.

During the Contest Period, visit www.GilchristCares.org/Baltimore ("Contest Website") and donate to the Sponsor's campaign. You can receive entries based on the amount you donate per the following chart:

| Donation Amount | Number of Entries |
| :---: | :---: |
| $\$ 5.00$ | 1 entry |
| $\$ 8.00$ | 2 entries |
| $\$ 22.00$ | 5 entries |
| $\$ 33.00$ | 8 entries |
| $\$ 46.00$ | 12 entries |

All donations are final and nonrefundable.
(b) Without Donating.

To enter the Contest for free without donating to the Sponsor's campaign, visit the Contest Website and follow the on-screen instructions to complete the online entry form ("Form"). All fields must be completed. Incomplete entries are void. The Form is accessible here https://gbmc.formstack.com/forms/charm city sweepstakes and by following the link located in the "How To Enter" section of the Contest Website. Each valid submission of the Form earns one entry. You may submit the Form one time each day until the end of the contest.
(c) General. Proof of submission is not proof of receipt. Entries will not be acknowledged or returned. No responsibility is assumed for illegible, lost, late, incomplete, or misdirected entries. Incomplete, illegible, late, lost, or misdirected will not be accepted, acknowledged or returned. Sponsor may have similar offers at the same time as this Contest. Each contest is separate. Entry into one contest is not entry into any other contest or sweepstakes.

## SELECTION OF WINNER / ODDS OF WINNING

Selection of Winner. On or after 5/24/2023 at 12:00 p.m. (the "Drawing Date"), Administrator will select each potential Contest winner ("Potential Winner") in accordance with these Official Rules. The Administrator's database computer is the official timekeeping device for the Contest. The Potential Winner will be selected by random drawing from all eligible entries received by the Administrator during the Contest Entry Period. The Potential Winner will be notified by email and/or by telephone on or about the Drawing Date, using the email address or telephone number provided with the selected entry, and will be conditionally awarded the Contest Prize (hereinafter defined) subject to verification of eligibility and compliance with the terms and conditions of these Official Rules. If a Potential Winner does not respond within 24 hours after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such Potential Winner, such Potential Winner may be disqualified and an alternate Potential Winner may be selected. The notification will include instructions for how to contact the Administrator to provide name, address and other information that may be required to complete validation of eligibility and delivery of prize. No liability is assumed for any winner notification that is lost, intercepted or not received by a Potential Winner for any reason. At Sponsor's discretion, a background check ("Background Check") may be performed with respect to the Potential Winner as part of the process to confirm any Potential Winner's eligibility and compliance with these Official Rules and the Terms of Service, which Background Check such Potential Winner would have to
pass in order to receive the prize. By entering the Contest, entrant agrees to cooperate fully with any such Background Check, and to execute and deliver to Administrator all required authorizations and approvals for said Background Check to be conducted. Failure to cooperate may result in disqualification. If the prize includes the opportunity to meet a celebrity, attend a special event, or participate in any similar activity, or if Sponsor intends to publicize the winner in any way, and if a background check reveals that a Potential Winner or Guest has engaged in conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the Potential Winner may be disqualified and the prize may be awarded to an alternate Potential Winner, time permitting.

In the event that a Potential Winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate Potential Winner who will be selected by a random drawing from among all remaining eligible entries. The selected Potential Winner must execute all consents as provided by applicable law.

Odds of Winning. Odds of winning the Contest Prize (hereinafter defined) depend on the number of eligible entries received during the Contest Entry Period.

## VERIFICATION OF POTENTIAL WINNER

EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR. ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL WINNER AND OTHER MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Potential Winner may be required to complete and return a Declaration of Eligibility, Release of Liability and/or Publicity Release in the form(s) provided by Administrator (where permitted by law) (collectively, the "Declaration") by the date specified by Administrator, or such Potential Winner will be disqualified and an alternate Potential Winner may be selected. In the event: (a) Potential Winner cannot be reached within 24 hours of initial notification from Administrator, or for any reason after a reasonable effort has been exerted, or the Potential Winner notification or Declaration is returned as unclaimed or undeliverable; (b) Potential Winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) Potential Winner is found to be ineligible to enter the Contest or receive the prize, (e) Potential Winner cannot or does not comply with these Official Rules or Terms of Service, or (f) Potential Winner fails to fulfill the Prize-related obligations or fails to pass the Background Check in Administrator's reasonable discretion, the Potential Winner shall be disqualified from the Contest and an alternate Potential Winner may be randomly selected, at Administrator's sole discretion, from among the other eligible entries received. Administrator reserves the right to modify the notification and Declaration of Eligibility procedures in connection with the selection of an alternate Potential Winner, if any. A Potential Winner will be declared the Contest Winner (as defined below) when all of the conditions described above are fulfilled to the satisfaction of Sponsor. In the event of a dispute as to the identity of the entrant, any online entry will be deemed submitted by the authorized account holder of the e-mail account provided to Administrator at the time of entry and/or registration, provided such account holder must still meet the eligibility requirements for the Contest. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the

Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

## PRIZES

Prize Details: One (1) grand prize winner of the Contest will win the opportunity to throw the ceremonial first pitch at an Orioles home game at Camden Yards during the 2023 season. 4 tickets and VIP parking included. Five (5) Runner Up winners will receive one of the following remaining prizes:
Runner up prize 1:
Join Baltimore Symphony Orchestra members onstage "Side by Side" at a rehearsal and attend their performance that night with 5 guests
Runner up prize 2 :
Experience a private VIP tour for 6 guests of the Giraffe House at the Maryland Zoo, along with general admission.

Runner up prize 3:
Enjoy monthly home delivery of Baltimore's famous Goetze's Caramels once a month, for 6 months.
Runner up prize 4:
Choose your own "Behind the Scenes" animal encounter adventure for 4 guests at The National Aquarium
Runner up prize 5:
See Chris Stapleton live in concert at the newly reopened CFG Arena on July 15, 2023
Note: All Runner up prize winners must pick up prizes on or before June 30, 2023.

Beginning Date: 5/3/2023 12:00 a.m. EST
End Date: 5/24/2023 11:59 a.m. EST
Drawing Date: 5/24/2023 12:00 p.m. EST

No substitution or transfer of prizes is permitted, prizes cannot be redeemed for cash, and no cash alternative or prize substitution will be allowed except in Sponsor's sole discretion. Sponsor and Administrator are responsible only for prize delivery and not prize utility. Sponsor reserves the right to substitute for the listed Contest Prize, or any portion thereof, one of equal or greater value if any advertised prize becomes unavailable for any reason. Any and all federal, state, and local tax liabilities as a result of acceptance of all or any portion of the Contest Prize, as well as any other fees, costs and expenses not specified herein as being awarded (including but not limited to all additional meals, beverages, transportation and incidentals), are the sole responsibility of the Contest Winner. Inappropriate activity may result in removal from the Venue and/or disqualification.

## CONDITIONS AND RELEASES

By participating in the Contest, each entrant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these Official Rules and the decisions of Administrator, which are binding and final in all matters relating to this Contest; (b) defend, indemnify, release and hold harmless the Administrator, the Sponsor, the Beneficiary, the Prize Provider, and their respective parent, subsidiary, and affiliates and affiliated companies, celebrities, celebrities' team/employer, partners and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents, attorneys
and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Contest Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Released Parties are not responsible if the Contest Prize, or any portion thereof, is delayed, postponed or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except as in Administrator's sole discretion. Contest Winner acknowledges that all prizes are awarded as-is, without warranty, representation or guarantee, express or implied, in fact or in law of any kind.

## PUBLICITY

Except where prohibited or restricted by law, Contest Winner's acceptance of, and Guest's participation in, the Contest Prize, or any portion thereof, constitutes the Contest Winner's and Guest's agreement, permission and consent for Sponsor, Administrator, Beneficiary, Prize Provider, and any of their designees to use and/or publish Contest Winner's and/or Guest's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), address and/or statements made by Contest Winner and/or Guest regarding the Contest or otherwise, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Sponsor, Administrator, Beneficiary, and/or Prize Provider, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Contest Winner is solely responsible for acquiring Guest's agreement and consent for all required documents, and failure to do so will disqualify Guest from participating in any portion of the Contest Prize.

## GENERAL CONDITIONS

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate these Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Contest Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's or Administrator's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Administrator reserves the right, in its sole discretion, to disqualify
any individual it finds to be (x) tampering with the entry process or the operation of the Contest, or with any website promoting the Contest; (y) acting in violation of these Official Rules; or (z) entering or attempting to enter the Contest multiple times in violation of these Official Rules or the use of any robotic or automated devices to submit entries. If Administrator determines, in its sole discretion, that technical difficulties, malfunction, error, disruption or damage or other unforeseen events compromise the administration, security, fairness, integrity, proper conduct or viability of the Contest, Administrator reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date. Administrator reserves the right to suspend, modify or cancel any Sweepstake or any individual drawing(s) before the scheduled Contest End Date. In the event a Contest is cancelled, all entries into such Contest will be deemed null and void, all donations will be refunded to the donors thereof, no winners will be selected and no rewards will be delivered.

## LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, Internet services or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize by Contest Winner and Guest. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded. The Released Parties are not responsible if any prize cannot be awarded or fulfilled due to travel or event cancellations, unavailability of a celebrity, delays, interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism or other circumstance beyond Released Parties' control; in the event of such cancellation or unavailability after travel has been booked, the remainder of the trip will be awarded as the complete prize.

## DISPUTES

Except where prohibited by law, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Maryland State Court located in Baltimore County, Maryland; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (e) entrant's remedies are limited to a claim for money damages (if any) and entrant irrevocably waives any right to seek injunctive or equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT

APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsor and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland. In the event of any conflict between the terms of these Official Rules and the Terms of Service, these Official Rules shall govern.

## ADMINISTRATOR, SPONSOR AND BENEFICIARY

Administrator: Gilchrist Hospice Care, Inc.
Sponsor: Gilchrist Hospice Care, Inc.
Beneficiary: William L. and Victorine Q. Adams Gilchrist Center Baltimore
Prize provider: Gilchrist Hospice Care, Inc.
All product names, logos, brands, trademarks, and registered trademarks are property of their respective owners. All company, product, and service names used on this website are for identification purposes only. Use of these names, trademarks, and brands does not imply endorsement.

## DATA AND PRIVACY

Except as otherwise set forth herein, all information collected from an entrant is subject to the Privacy Policy https://gilchristcares.org/privacy-policy/ and shall be used for the purpose of the administering this Contest, including notifying potential winners and fulfilling prizes; notifying entrants of Sponsor's future events and fundraising activities; and otherwise as permitted under the Privacy Policy https://gilchristcares.org/privacy-policy/ . Note to non-US residents: personal information will be maintained on servers located in the United States of America.

