Terms and Conditions & Contest Rules

Miami Dolphins Foundation

South Florida Sports Foundation, Inc. 50/50 Raffle Official Rules

NO CONTRIBUTION OR PURCHASE NECESSARY TO ENTER OR WIN. South Florida Sports Foundation, Inc. d/b/a Miami Dolphins Foundation (“Sponsor” and “Foundation”), the official charity of the Miami Dolphins Football club (the “Dolphins”), and a Section 501(c)(3) tax-exempt organization, is sponsoring a single-prize chance drawing (“Raffle”) to be conducted at selected Miami Dolphins home games (“Games”) played between the dates of September 1, 2016 and February 1, 2017 (the “Raffle Period”), at Hard Rock Stadium (the “Stadium”), 347 Don Shula Dr. Miami Gardens, FL 33056, during a time period at each Game beginning at the time gates open to the public for that particular Game and ending at the conclusion of the third quarter of each applicable Game (the “Entry Period”). A list of Games scheduled to be played at the Stadium during the Raffle Period and the time gates open to the public for each Game are available at www.miamidolphins.com. National Football League (“NFL”) Game dates and times and gate opening times are determined in the sole discretion of the NFL and/or the Miami Dolphins, as applicable, and are subject to change. If a scheduled Game is not played for any reason, there will be no Raffle conducted on the date of that Game.

ELIGIBILITY: At time of entry, entrants must be at least 18 years of age. Sponsor has the right to request photo identification from any person desiring to enter the Raffle. Raffle is void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Employees, officers, and directors of Sponsor and/or the Miami Dolphins, the NFL Entities, and members of their immediate family and residents of their household, are not eligible to enter. “Immediate family” includes only an employee’s spouse, parents, children and employee’s siblings living in the same household.

TO ENTER: No purchase or contribution is necessary to enter or to win. To enter, an eligible entrant must request and receive in-person during the Entry Period from a designated representative of Sponsor an official raffle ticket (“Ticket”) for the Raffle to be conducted at that particular Game. Each Ticket will bear between one and one hundred twenty unique identification numbers (“Ticket Number(s)”) and those numbers shall be used to determine the winner of the Raffle. Tickets may only be obtained for the Raffle to be held at the Game on that date and may not be obtained for future Raffles. There are suggested minimum cash contributions to the Foundation in connection with the receipt of Tickets (with the total amount of all such contributions made during the Entry Period at that particular Game in connection with the receipt of Tickets, as determined by the Sponsor in its sole discretion, being hereinafter referred to as the “Raffle Proceeds”). Tickets may be obtained only at the Stadium during the Entry Period. Tickets will be available during the Entry Period at various kiosks inside the Stadium. Tickets also may be obtained from designated representatives of Sponsor who will be circulating from time to time throughout the Stadium during the Entry Period. Sponsor also may elect from time to time to designate other location(s) at which Tickets may be obtained. If a person does not have or wishes to purchase an admission ticket to a particular Game, a Ticket may be requested during the Entry Period by calling 305-943-7900. Any person who obtained a
Ticket in accordance with the provisions of the immediately preceding sentence can inquire by calling 305-943-7900 as to whether he or she is the winner of the Raffle during that Game after the end of the Entry Period but prior to the end of that Game. Entering the Raffle does not permit an entrant to enter the Stadium. A request for and receipt of a Ticket constitutes the entrant’s full and unconditional agreement to and acceptance of these rules, terms and conditions, including all entry requirements.

DRAWING AND NOTIFICATION OF PRIZE WINNER: The potential winner of the Raffle “Grand Prize” (as that term is defined hereinafter) will be selected by random drawing from all eligible entries received during the applicable Entry Period, with the drawing to be held at the end of the third quarter of the applicable Game, and the winning Ticket Number (“Winning Number”) posted at the Stadium the raffle kiosks, and/or shown on the Stadium LED Boards (collectively, the “Notifications”). The holder (“Raffle Winner”) of the ticket (the “Winning Ticket”) bearing the Winning Number will be directed via the Notifications to call 305-943-7900. Entrants need not be present to win. The Winning Number for each Raffle shall be posted (“Website Posting”) at www.miamidolphins.com/5050raffle or www.miamidolphins.com/community/foundation on the day immediately following the Game at which the particular Raffle was held and shall remain posted throughout the “Claims Period.” In order to be eligible to claim the Grand Prize, the Raffle Winner must deliver the Winning Ticket to a Sponsor Representative either during the Sponsor Business Hours at the Stadium within the time period (the “Claims Period”) that ends at the close of Sponsor Business Hours on the date that is seven (7) days after the Raffle was held with respect to which the Raffle Winner has the Winning Ticket (provided, however, that if such seventh day falls on a Saturday or a Sunday, then the Claims Period shall be extended such that the Raffle Winner shall have until the end of Sponsor Business Hours on the Monday immediately following such seventh day to deliver the Winning Ticket to a Sponsor Representative at the Stadium in order to be eligible to claim the Grand Prize). Any transportation required for the Raffle Winner to make delivery of the Ticket shall be the Raffle Winner’s sole responsibility and will not be furnished or paid for by Sponsor. Upon presentation of the Winning Ticket to Sponsor during the Claims Period and verification by Sponsor that it bears the Winning Number and is the authentic Winning Ticket (with the date upon which the Winning Ticket is presented to Sponsor being hereinafter referred to as the “Delivery Date”), the Ticket will be retained by Sponsor, the Raffle Winner shall provide his or her photo identification and one other form of identification as noted below, mailing address (“Mailing Address”) and telephone number, and Sponsor shall provide the Raffle Winner with written verification that he or she has won the Raffle. The Raffle Winner will be required to execute and deliver to Sponsor an Affidavit of Eligibility and Liability/Publicity Release provided by Sponsor and in a form acceptable to Sponsor in its sole discretion and a W-9 tax form (and the Raffle Winner must provide Sponsor with two forms of identification satisfying the requirements necessary to complete the W-9 as set forth in the W-9 instructions) at the time the Raffle Winner delivers the Winning Ticket to Sponsor. Upon compliance with the foregoing provisions, Sponsor shall mail a check in payment of the Grand Prize, less the “Withholding Amount” (as that term is defined hereinafter), if any, to the Raffle Winner at the Mailing Address within thirty (30) days after the Delivery Date. If the Grand Prize was more than six hundred dollars ($600), the Raffle Winner also will receive on or before January 31st of the immediately following calendar year a W-2G federal income tax form setting forth the amount of the Grand Prize and the Withholding Amount (if any). Sponsor will award the Grand Prize only upon
verification of the Raffle Winner and the Winning Ticket in Sponsor’s sole discretion. Decisions by Sponsor as to Raffle Winner eligibility and acceptance or disqualification will be final and binding. If the potential winner has not complied with these Official Rules, including the delivery of the Winning Ticket, the provision of his or her photo identification and another acceptable form of identification, Mailing Address and telephone number, and the execution of the Affidavit of Eligibility and Liability/Publicity Release and W-9 tax form during the Claims Period, the Grand Prize will be forfeited and shall be retained by Sponsor. In the event the potential winner does not accept the Grand Prize, is disqualified for any reason or fails to comply with these Official Rules, the Grand Prize will be forfeited and shall be retained by Sponsor. Upon prize forfeiture, no compensation will be given to the potential winner. Failure of any potential winner to sign any requested document or failure of any potential winner to comply with any terms in these Official Rules may disqualify the winner in the Sponsor’s sole discretion and the potential winner may forfeit the Grand Prize. If no one presents the Winning Ticket to Sponsor prior to the end of the Claims Period in accordance with the procedures set forth above, the Grand Prize will be forfeited and shall be retained by Sponsor. The Grand Prize will not be awarded to any other person. Sponsor will not be required to attempt to notify or locate the holder of the Winning Ticket in any manner other than by making the Notifications and making the Website Posting. Sponsor also will not be responsible if the holder of the Winning Ticket leaves the Game before the Notifications are made, is not in his or her seat when the Notifications are made, does not hear or see the Notifications, does not check the Website Posting or call the Sponsor Telephone Number, is otherwise unaware that he or she has the right to collect the Grand Prize or does not present the Winning Ticket at one of the designated locations within the required time as set forth in these Official Rules. If the holder of the Winning Ticket attempts to deliver the Winning Ticket to Sponsor and collect the Grand Prize at a later time or date, he or she will be notified that the Grand Prize has been forfeited.

GRAND PRIZE: The holder of the winning Ticket shall be entitled to receive, upon compliance with these Official Rules, the greater of: (a) fifty percent (50%) of the Raffle Proceeds; or (b) ten dollars ($10.00) (the “Grand Prize”). Sponsor is required by law to withhold and remit to the Internal Revenue Service on the Winner’s behalf an amount equal to twenty-five percent (25%) of the Grand Prize (such amount being referred to herein as the “Withholding Amount”) if the Grand Prize is greater than five thousand dollars ($5,000) and if the Winner is a citizen or resident alien of the United States with a Social Security Number (different rules as promulgated by the Internal Revenue Service apply for nonresident aliens and for resident aliens and citizens of the United States who do not have a Social Security number).

PRIZE RESTRICTIONS AND ODDS: The Grand Prize is not transferable or assignable and cannot be substituted for another prize. Any and all taxes, fees, and other costs including but not limited to federal and, if applicable, state and local income and withholding taxes that may arise and be due or asserted on the value of the Grand Prize are the sole responsibility of the Raffle Winner. Odds of winning depend on the number of eligible entries received.

PUBLICITY RELEASE: The Raffle Winner agrees that acceptance of the Grand Prize grants to Sponsor and its designees the right to print, publish, broadcast, and use worldwide, in any media now known or later developed at any time or times, the winner’s name, portrait, picture, voice, likeness, and biographical information for any purpose, including but not limited to in
advertisements, publicity, and other communications without additional compensation, except where prohibited by law.

RELEASE: As a condition of entering the Raffle, and by accepting a Ticket, each entrant agrees that: (1) under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than actual out-of-pocket expenses, if any; (2) all causes of action arising out of or connected with the Raffle or any prizes awarded shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys’ fees and costs.

BY ENTERING THE RAFFLE, THE RAFFLE WINNER AGREES TO RELEASE, DISCHARGE AND HOLD HARMLESS SOUTH FLORIDA SPORTS FOUNDATION, INC., MIAMI DOLPHINS, LTD., SOUTH FLORIDA STADIUM, LLC, DOLPHINS CYCLING CHALLENGE, INC, THE NFL ENTITIES (DEFINED BELOW), AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATED ENTITIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE RAFFLE OR THE ACCEPTANCE, USE, MISUSE, NONUSE, OR POSSESSION OF THE GRAND PRIZE, OR ANY PRIZE-RELATED ACTIVITY.

DISCLAIMER: Sponsor is not responsible for any errors which may occur in connection with the administration of the Raffle, the processing of entries, the Notifications or the Website Posting, any other announcements or telephone or in-person conversations relating to the Raffle or in any Raffle-related materials. The Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend any Raffles should Sponsor determine, in its sole discretion, that any virus, bug, nonauthorized human intervention or other causes beyond its control have corrupted or affected the administration, security, fairness or proper conduct of the Raffle. In such case, the Sponsor will select the Winning Number from all eligible entries received prior to the aforesaid action taken by the Sponsor. Sponsor is not responsible for, and reserves the right to correct, typographical, clerical or printing errors in any Raffle-related materials, including these Official Rules. Sponsor is not responsible or liable for any events beyond the control of Sponsor which may cause the Raffle to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries, nor is Sponsor responsible for any failure of any Ticket to be delivered on account of technical problems or human error, or any combination thereof. Sponsor may exclude, disqualify or terminate participation in the Raffle to any entrant who, in Sponsor’s sole discretion: (a) ignores these Official Rules; (b) acts in a manner Sponsor determines to be not fair; (c) acts with an intent to annoy, threaten or harass any other entrant or the Sponsor; (d) acts in any other disruptive manner; or (e) tampers with the entry process. Sponsor will not replace any lost, mutilated, or stolen Tickets. Sponsor reserves the right to make changes in the rules of the Raffle, which changes will become effective upon publication of revised Official Rules at www.miamidolphins.com/5050raffle or www.miamidolphins.com/community/foundation.
CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF ANY RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY SUCH ENTRANT AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW AND JURISDICTION: Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants, the potential winner and Sponsor in connection with any Raffle, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that might otherwise cause the application of the laws of any jurisdiction other than the State of Florida. Any action seeking legal or equitable relief arising out of or relating to any Raffle or these Official Rules shall be brought only in the courts of the State of Florida located in Miami-Dade County.


SPONSOR: The Sponsor of the Raffle is South Florida Sports Foundation, Inc. A copy of these Official Rules is available at the Raffle Kiosks located outside of Sections 116, 221, and 250 at the Stadium during the Entry Period at each of the Games, at the aforesaid office address during the Sponsor Business Hours (which are Monday through Friday, 9:00 A.M. ET to 5:00 P.M. ET), at 347 Don Shula Drive Miami Gardens, FL 33056 and will be sent by mail if request is accompanied by a self-addressed, stamped envelope. A COPY OF SPONSOR’S OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE 1-800-HELP-FLA (435-7352). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, INC., NFL VENTURES, L.P., NFL PROPERTIES LLC, NFL ENTERPRISES LLC, NFL PRODUCTIONS LLC, NFL INTERNATIONAL LLC AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, THE "NFL ENTITIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE PROMOTION OR ANY PRIZE AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS RAFFLE IN ANY WAY.