Raffle of a Valentine's Dinner for Two Rules

These regulations define and clarify the conditions governing RAFFLE OF A VALENTINE'S DINNER FOR TWO. Herein, these regulations shall be binding upon participants and organizers. Every person deciding to participate in the raffle knows and accepts the conditions and limitations set forth in these regulations. By participating, the participant agrees to be bound by these rules and the decisions of the Organizer which shall be final in all matters relating to the raffle. Any violation of these rules, or of procedures or systems in place for conducting the promotion, will result in the immediate exclusion of the participant from the raffle and/or revocation of the awards.

Article 1: Organizer: Fabretto Children's Foundation is the only organizer of the raffle, and as such, will be solely responsible for it. For the purposes of this regulation, Fabretto Children's Foundation may henceforth be referred to as "Organizer" or "Fabretto."

Article 2: Sponsors: For this raffle we rely on sponsorship by <u>Cordua Restaurants</u> to provide the prize of a dinner for two at Churrascos. Cordua Restaurants has its own policies and conditions, which will be made known to the winner prior to receiving the prize.

Article 3: Participants: All individuals over age 18 may participate. Entries from legal entities will not be accepted. Limit one entry per individual.

Article 4: Conditions and Execution

- **1)** Fabretto employees in Nicaragua (AFPF), Spain (FF) and the United States (FCF); their spouses; or first-degree relatives may not participate.
- 2) Any person wishing to participate must register a donation on the Organizer's website ((<u>https://www.fabretto.org/valentines-raffle/</u>) and agrees to become part of Fabretto's database. For more information on how Fabretto handles personal information, please consult our <u>Privacy Policy</u>.

Article 5: Deadlines: This raffle will be governed by the following deadlines: The raffle will start on February 7, 2017 and run until February 10, 2017 at 12:00 PM (CST).

Article 6: Prize: The Organizer will draw 1 winner for a dinner for 2 people. The prize consists of a meal for two with a maximum value of \$100. The organizer will deliver a

gift certificate/voucher with the winner's name for:

• \$100 Gift Certificate applicable at <u>Churrascos Steaks and Seafood</u> between February 14, 2017 and February 20, 2017.

*Terms and conditions subject to change. The prize does not include gratuity and is non-transferable. Winner must provide ID when redeeming. Good for Westchase, River Oaks, Sugar Land, and Memorial City locations. Redeemable for food and drink only. No cash value. Certificate is complimentary and any remaining value is forfeited. Lost or stolen certificates cannot be replaced.

Article 7: Drawing: The drawing will be conducted through the digital platform RandomPicker between all participants registered during the period of the raffle. The Organizer will determine one winner. If the winner cannot be located, does not comply with the regulations, or declines the prize, Fabretto reserves the right, but is not required, to draw another winner. In this case, they will be subject to the same obligations listed in these regulations. The announcement will be through a posting on Fabretto's Facebook wall: https://www.facebook.com/Fabretto.org/.

The Organizer will make one attempt to locate the winner for a period of 24 hours, via the email address provided by the participant in the registration form. If the winner is not located during this time, or does not meet the regulatory requirements for the prize, the Organizer reserves the right to contact an alternate winner, who will assume the same obligations and responsibilities of the winner. The organizer does not have an obligation to investigate the reasons for which the winner is not able to be contacted by the methods described above.

Article 8: Claiming the Prize: As is indicated in the above article, to accept the award, the winner must respond to the Organizer's electronic notification within a period of 24 hours.

Once the prize has been accepted, the organizer will issue a gift certificate/voucher with the winner's name.

If the prize is not accepted, or is rejected for any reason, it will become the property of the Organizer, who may use it as he/she sees fit. Once the dates to claim the prize have passed, the winner loses the right to claim it. At this point the Organizer will not recognize any prize, and therefore will not be obligated to recognize any claims.

The prize must be claimed ONLY by the person who has been declared the winner.

Article 9: Disqualification: If at any moment before, during or after the raffle, it is discovered that the winner failed to comply with these regulations, the Organizer will disqualify him/her and void the prize. If a failure to comply with regulations is discovered after the prize has been delivered, the Organizer will demand its return through legal means.

Article 10: Responsibility, Conditions and Restrictions:

a- The phrase "Terms and Conditions Apply" on the official website of the raffle indicates that the participation of those interested, as well as the execution of the raffle and the prize, are subject to conditions and restrictions. These conditions and restrictions are those described in these regulations.

b- Any issue with the raffle not discussed in the present rules will be resolved by the Organizer in strict accordance with the laws of the United States of America.

c- If the Organizer for any reason cannot locate the winners of the final drawing, Fabretto Children's Foundation assumes no responsibility and the involved party will forfeit any claim or compensation after the drawing.

d- The responsibility of Fabretto Children's Foundation ends with the sending of the gift certificate.

Fabretto Children's Foundation shall be exempt from all responsibility for any accident or circumstance occurred by the winner through the use of the award. Fabretto Children's Foundation is not responsible for the quality, warranty or durability of the prize awarded. The guarantee of property received by the winner under this promotion will be that which is offered by the respective sponsor restaurant; the winner agrees that Fabretto Children's Foundation will not be held responsible for quality assurance, which if necessary must be addressed by the prize winner and the establishment in question.

e- The winner relieves the Organizer of all responsibility for any injury to person or property that may be incurred, by the winner or third parties, during the redemption of the prize.

f- The winner will receive his/her prize, and no refunds or exchanges will be accepted. If the winner does not accept the prize or its conditions, the prize will be considered rejected and void with regard to the winner, who is not entitled to claim any whole or partial compensation.

g- The right of the prize itself is not transferable or negotiable and cannot be traded or exchanged for cash. This prize is given only to the winner.

h- If it is shown that a person did not provide correct data or received the prize by deception, the organizer may retract the prize at any time and reserves the right to take legal action.

Article 11: Applicability of Regulations: All of the present rules will apply equally to all participants in the promotion.

Article 12: Suspension:

In the event of serious reasons of force majeure, acts of God or acts of third parties, such as natural disasters, wars, strikes or riots, as well as situations that affect the raffle; or in case of fraud or attempted fraud against the Organizer or those participating in the promotion, Fabretto Children's Foundation may modify all or part of this promotion, and suspend it temporarily or permanently without assuming any responsibility in that respect. In these cases, the reasons for measures taken, as well as evidence showing the existence of the cause invoked by the Organizer, will be available to any interested party.

Any questions or concerns about the scope and interpretation of these rules, please contact us at <u>info@fabretto.org.</u>