

THE ARC SIXTEENTH (16th) ANNUAL HELICOPTER GOLF BALL DROP CONTEST RULES

1. For an entry fee of \$100.00 each participant will be entered into The Arc SEMS Sixteenth Annual Helicopter Golf Ball Drop to take place on November 2, 2020. Participants may enter more than once. Participants will be assigned a numbered golf ball(s). A maximum of 1000 golf balls will be sold.
2. **The numbered** balls will be placed randomly in a container and dropped from a helicopter on to the Canebrake Golf Course above a make shift golf hole. The participant whose numbered golf ball goes into the hole or closest to the hole will receive a check in the amount of (20) percent of the total entry fee collected with a maximum payout of \$20,000.00.
3. If multiple balls go in the hole, the winners share twenty (20) percent of the total entry fee collected (not to exceed \$20,000.00). The payout will be divided equally amongst the winning participants.
4. If no balls go in the hole, then a measurement will be held and the closest ball to the hole, measured perpendicularly from the center of the hole, will receive a check in the amount of twenty (20) percent of the entry fees collected with a maximum payout of \$20,000.00.
5. Winners will be announced immediately following the ball drop and need not be present to win. Winners will be posted on the United Way & The Arc SEMS websites by 2:00 p.m. November 3, 2020.
6. To make a donation and participate in the golf ball drop, complete the attached application form and fax or mail it in with name, address, age, birth date, phone number and appropriate credit card information or personal check. Incomplete form will not be accepted.
7. Golf ball entries and golf ball drop will be audited by a local certified public accountant.

PRIZES: * The Arc Southeast Mississippi is not responsible for winner's inability to claim or use the prize in accordance with the sweepstakes guidelines.

* Prizes are non-transferable and non-refundable.

* The Arc SEMS is not responsible for the postponement or cancellation of an event associated with the prize, and will not substitute the prize should this occurrence so arise. If the event should be canceled for any reason, all money collected will be refunded to donor.

* The Arc SEMS will require verification of eligibility and identity before releasing prizes.

HOW TO PLAY Conditions & Limitations:

All participants understand and agree to the terms and conditions of the of The Arc SEMS Annual Helicopter Golf Ball Drop set forth herein:

* The purchase of a numbered golf ball constitutes full agreement by the purchaser to all terms and conditions set forth herein.

* No one will be eligible to win who procures a numbered golf ball through a check returned for "insufficient funds", "closed account" or through charge to a debit or credit card that is "declined", "invalid", or "stolen".

* Mailed application forms must be postmarked by October 20; faxed and phone orders must be received by November 1; and online orders must be received by November 2 at 12:00pm.

* All entries must include name, address, age, birth date, and phone number to be eligible. Entries must be mailed to The Arc Southeast Mississippi (The Arc) P.O. Box 18800, Hattiesburg, MS 39404-8800.

* One or more individuals (as designated on entry form) may team together to purchase a golf ball. Proceeds would be made payable subject to the same requirement with each team member following all terms and conditions set forth herein.

The Arc SEMS, United Way, Canebrake and other sponsors are not responsible for mail or faxes that are "lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, tampered with, or postage-due". Entries can be faxed to (601) 583-4251. Sponsors are not responsible for inability of faxes to complete call within specified time, whether due to busy lines, disconnections, telephone/fax machine malfunctions or other circumstances. Salaried officers of ARC Board of Directors are not eligible to enter.

*** ODDS OF WINNING DEPEND ON NUMBER OF VALID ENTRIES RECEIVED.**

* All federal, state and local laws and regulations apply.

* Decisions by The Arc SEMS judges on all aspects of this event will be final and binding.

* Winners will be notified by phone or mail. If a winner cannot be located or fails to claim prize within ten (10) days after notification, prize will be forfeited and awarded to an alternate winner.

* ARC assumes no responsibility for late, lost, stolen, damaged, misdirected, incomplete or illegible entries. If entering by phone, sponsors assume no responsibility for busy, misdialed, disconnected, inaudible calls or hang-ups.

* All entries become the property of The Arc and will not be returned.

* By entering the contest, winner consents, without limitations or additional compensation, to the use of their name, voice, photograph, likeness and/or entry for advertising and/or trade purposes, except where prohibited by law.

* By participating, each winner releases, discharges, indemnifies, and holds harmless The Arc, United Way, Canebrake and other sponsors, their parent, subsidiary, successor, and affiliated companies, and their respective officers, directors, employees, agents and representatives, advertising agencies and contest co-sponsors and promotional partners (collectively the "Releases") from any and all liability, loss, harm, injury damage, cost and expense whatsoever arising directly or indirectly from the use of the prize or participation in the contest.

* All federal, state and local taxes are the sole responsibility of individual winner and/or parent or legal guardian. Winner and/or parent or legal guardian may be required to sign an IRS form 1099 or the equivalent for all prizes valued at \$600 or greater, or for any prize as to which The Arc in its' sole discretion, believes is warranted. Winner and/or parent or legal guardian will be required to execute an Affidavit of Eligibility, and Release Indemnification and liability/publicity release with ten (10) days or notification. In the event of noncompliance within this time period, the prize will be forfeited, and an alternate winner will be selected. Upon forfeiture, no compensation will be given. The purchase of a golf ball is not tax deductible.

* The 100 dollar golf ball purchase price, payable to The Arc Southeast Mississippi, is not deductible for federal income tax purposes

* **Unforeseen events: The Arc reserves the right to change this contest at their sole discretion at any time that The Arc SEMS becomes aware of any circumstances** or occurrences which would materially affect the contest fairness. Such changes will be announced in a suitable way to reach the intended audience.

* Winner assumes the risk of safe arrival of prize.

* In the event the ball drop has to be postponed due to weather or other issue(s), if 1000 are not sold, The Arc SEMS can resume selling until one hour prior to the helicopter drops the balls or the auditor has completed the count of balls.