

Raffle Rules
Terms and Conditions

Please read these Terms and Conditions before entering the Empower Scholarship Fund Raffle (the "Raffle"). By purchasing a Raffle ticket, you represent that you meet all of the below-stated requirements and agree to be bound by these Terms and Conditions and by the decisions of the Empower Scholarship Fun ("Charity"), an Illinois not-for-profit corporation, or its representative.

1. **OVERVIEW:** Raffle tickets will be available for sale beginning on April 1, 2019 at 12:00 am CST and ending on June 6, 2019 at 12:00 pm CST (the "Raffle Period"). After the end of the Raffle Period one (1) Raffle ticket number will be randomly selected and announced at lunch at the Adatalem Colleagues Golf Outing (the "Golf Outing") on June 6, 2019. The one (1) individual who purchased the winning Raffle ticket will receive the prize as described below. All remaining proceeds from the Raffle shall be retained by the Charity. The Raffle Period, and all tickets, transactions, participants, purchasers, and award recipients are subject to these Terms and Conditions, and to all applicable laws, rules and regulations. The Raffle is void outside the United States and where prohibited by law.
2. **ELIGIBILITY:** The Raffle is only open to legal residents of the fifty (50) United States and the District of Columbia, who have reached the age of 18 or the age of majority in his or her respective state, with the exception of Scholarship Fund board members and officers; Adatalem Global Education Executive Committee and board members and their immediate family members, as of the beginning of the Raffle Period (each, a "Participant"). The Raffle is subject to all applicable federal, state, and local laws.
3. **HOW TO PARTICIPATE:** You may participate in the Raffle if you meet the eligibility requirements, agree to follow these Terms and Conditions, and purchase Raffle tickets online at igfn.us/form/1YSSQ or at the Golf Outing. There is no limit to the number of Raffle tickets a Participant can obtain. Participant need not be present to redeem or obtain the prize. All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. The Charity and any related entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause or person responsible including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem or traffic congestion on the Internet.
4. **RAFFLE DRAWINGS:** One (1) Raffle ticket number will be selected in a random drawing from among all eligible Raffle tickets purchased during the Raffle Period. The drawing will be held on or about June 6, 2019 and will be conducted by the Charity, whose decisions are final and binding. The selected Raffle tickets will be announced at the Gold Outing and via email or phone call to the winner.
5. **PRIZE:** The Raffle prize consists of and is limited to a cash prize equal to fifty percent (50%) of the Raffle ticket sales revenue. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Charity. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Charity reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Charity's sole discretion.
6. **CLAIMING THE PRIZE:** To claim the prize, the holder of a randomly selected winning Raffle ticket (a "Prize Claimant") must contact Charity within thirty (30) days of the applicable drawing. Each Prize Claimant must provide Charity with all information required to claim the prize (including tax identification information) and also may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of the date of issuance. In the event the prize Claimant: (a) does not

notify Charity or claim the prize within thirty (30) days of the applicable Raffle drawing; (b) is ruled ineligible for any reason; (c) refuses the prize; or (d) does not return an executed affidavit and release, the prize will be forfeited and will be retained by Charity. Charity has no obligation to contact any potential award recipients. All awards will be delivered via check within thirty (30) days of the Prize Claimant delivering the winning Raffle ticket, executed affidavit, and all other required documents to Charity. For security and safety reasons, no cash payments will be made to any Prize Claimants. Unclaimed Awards will be retained by the Charity for its charitable purposes.

7. **ODDS:** The odds of receiving a prize will be dependent on the total number of Raffle tickets purchased throughout the Raffle Period.
8. **TAXES:** Each Participant acknowledges that they understand the IRS has taken the position that amounts paid for chance-based raffle tickets, lottery tickets, or similar programs are not gifts and, therefore, the price of a ticket to participate in this Raffle does not qualify as a deductible charitable contribution. The Prize Claimants will be solely responsible for any and all federal, state and local taxes, fees and other government assessments on the dollar amount of prize provided to him/her. Furthermore, each Award recipient acknowledges that Charity must withhold taxes certain award values upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Award is claimed will be followed.
9. **TRANSFER OF RAFFLE TICKET:** Persons who purchase a Raffle ticket may opt to give away or transfer their Raffle ticket to other eligible persons free of charge, but in doing so the purchaser of the applicable Raffle ticket(s) waives any claim he/she might otherwise have to any potential Award. A purchaser of any Raffle tickets may not re-sell their Raffle ticket to other parties, and may not give their Raffle ticket away to others for the purpose of allowing those other parties to re-sell such Raffle ticket. Any Raffle ticket which has been resold shall be void. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Terms and Conditions shall be ineligible to participate in the Raffle or receive the prize.
10. **PARTICIPANT'S GRANT OF LICENSE:** By participating in the Raffle or accepting the prize, each Participant hereby irrevocably and perpetually grants to the Charity, and their designees a worldwide license to use, publish, reproduce, create derivative works of, distribute, and publicly display any images or likenesses taken or captured of the Participant in connection with their participating in the Raffle or receiving the prize (collectively, the "Images"), in any form, media, or content which now or hereafter exists, for advertising, promotional, or any other commercial purposes as well as non-commercial purposes. Each Participant waives any compensation for any use of such Images. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities, and causes of action arising from the Charity's, or its designee's, uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness.
11. **RELEASE OF LIABILITY AND INDEMNITY:** By participating in the Raffle, Participant and Prize Claimant, both on each of his or her own behalf and on behalf of each of his or her spouse, assigns, guardians, administrators, executors, and legal representatives hereby releases, waives, discharges, covenants not to sue, and indemnifies the Charity, [other entities] together with all of their past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, managers, employees, servants, principals, agents, consultants, contractors, representatives, sponsors, and insurers from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of

the prize, or any exercise by the Charity of any of its rights set forth herein or the Terms and Conditions of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant (including death) or the Participant's property that occurs in connection with participation in the Raffle, receiving the prize or any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the prize, and (iii) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the prize, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

12. **DISPUTES AND GOVERNING LAW:** By entering this Raffle, Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participants' rights and obligations, the rights and obligations of Charity and any and all claims arising out of or related to or in connection with the Raffle shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provisions (whether of the State of Illinois or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Illinois. By entering, Participants consent to the jurisdiction and venue of the federal, state and local courts located in the State of Illinois. Each Participant agrees that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any award provided, shall be resolved individually, without resorting to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Raffle, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant 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. IN NO EVENT SHALL CHARITY OR ANY RELATED ENTITY BE LIABLE TO FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE.
13. **DISQUALIFICATION; CHANGES:** Charity reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Raffle ticketing process or the operation of the Raffle, sells or auctions their Raffle ticket, purchases a Raffle ticket from an unauthorized party, violates these Terms and Conditions, or acts in an unprofessional or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Charity reserves the right to, at its sole discretion, cancel, suspend and/or modify the Raffle or these Terms and Conditions or disqualify any individual or ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION THESE TERMS AND CONDITIONS AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CHARITY RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
14. **Winners' List:** For the names of the winners (available after July 10, 2019), send a self-addressed stamped envelope to: Empower Scholarship Fund Raffle, 3005 Highland Parkway, Downers Grove, IL 60515.

Charity: Empower Scholarship Fund, 3005 Highland Parkway, Downers Grove, IL 60515