



THE 2025 WISCONSIN CENTER DISTRICT GALA GIVEAWAY CONTEST
Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

The 2025 Wisconsin Center District Gala Giveaway Contest (the "Contest") is open only to any 501(c)(3) Organization registered in Wisconsin that plans to host an annual fundraising gala in Milwaukee, Wisconsin in 2026 and has not yet entered into an agreement for a Wisconsin Center District venue for its annual fundraising gala in 2026 or thereafter ("Organization"). Void where prohibited. Employees and directors of Wisconsin Center District ("Sponsor" or "WCD") located at 400 W. Wisconsin Ave., Milwaukee, WI 53203-2104 (the "Contest Address") and its subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the administration, design, production, or execution of the Contest and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not.

In order to enter the Contest or receive the prize, you must fully comply with the Official Rules. By participating in the Contest, you fully and unconditionally accept and agree to be bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to the Contest. You agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by Sponsor, or its designee.

2. Timing

Contest begins January 16, 2025 at 12:00 a.m. Central Time and ends on February 28, 2025 at 11:59 p.m. Central Time ("Contest Entry Period"). Sponsor's designated computer is the official timekeeper for this Contest.

3. How to Enter

During the Contest Entry Period, an Organization's designated representative (sometimes referred to as an "Entrant" and together with the "Organization" as "you") can enter on behalf of the Organization as follows (the "Submission"):

- A. Visit <https://www.GalaGiveaway.com> (the "Site") and review the Official Rules.
- B. Fully Complete the Contest entry form accessible via the Site and submit the Organization's most recent Form 990, as instructed on the Site.
- C. Submit a written narrative describing the core values/mission of the Organization at which the Entrant is employed or is a volunteer authorized by the Organization to enter the Contest and (i) information about the Organization including mission and vision statement as well as a description of how the Organization works strengthen the community they serve, (ii) the Organization's history with executing prior annual galas and a listing of other annual fundraising activities, (iii) specifically whether the Organization

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achieved its fundraising goals, (iv) how receiving the Prize in this Contest would positively impact the Organization financially, (v) a listing of the Organization's social channels along with engagement metrics, (vi) an accounting of other marketing and communications outlets used to promote fundraising events, and (viii) any additional statements to Sponsor regarding Organization's ability to execute a successful fundraising event, if selected (all elements taken together referred to as the "Narrative"). Exact response questions will be included in the Narrative Submission form. The Narrative maybe accompanied by photos or other support (e.g., testimonials, press coverage, screen shots) not to exceed a total of 10 MBs supporting the Narrative. The Narrative and any submitted photos or other information provided by Entrant are referred to as the "Submission" and comprise an "Entry" in the Contest.

- D. Entrants may be asked to answer several optional questions on behalf of the Organization (in addition to providing the Submission); however, whether or not these optional questions are answered will not impact eligibility for Entry in the Contest.

Limit one (1) Entry per Organization during the Contest Entry Period. In the instance that multiple Entries are provided by an Organization, only the submission made by the most senior officer at the Organization will be considered.

Once an Entry is submitted, the Entry is final and may not be modified by Entrant. All entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any Entry. Entrants may only use one email address to enter the Contest. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries all of which will be ineligible to win a prize. All entries become the sole and exclusive property of Sponsor and will not be returned or cancelled. Sponsor may, at its election, post Submissions that appear to be compliant with the Official Rules on the Site or elsewhere, with or without attribution.

4. Submission Requirements

The Submission must comply with the following requirements: (i) if the Submission features any person other than Entrant, the Entrant must have obtained a sub-licensable publicity release from such individuals and any other necessary consents or releases for use of such individual's image or likeness, including the consents of the parent/legal guardian of any minors, in the Submission to be submitted as part of the Contest; (ii) other than Sponsor, its products, brands and/or logos, or products, brands or logos owned solely by the Entrant, the Submission may not show, contain, mention, depict, refer or otherwise allude to the name, logo, product, or copyrightable work of any third party, unless the Entrant has obtained written approval from such third party to use, and sub-license the use, of such name, logo or product in the Submission to be submitted as part of the Contest; (iii) the Submission must be Entrant's own original work, must not have been copied or plagiarized, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person (whether living or deceased) or entity; (iv) the Submission may not contain, mention, refer or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive, or otherwise contain inappropriate content or objectionable material, as determined by Sponsor in its sole discretion; (v) the Submission cannot promote alcohol, illegal drugs, or tobacco, firearms/weapons (or the use of any of the foregoing), any third-party product or service or otherwise contain commercial messages or endorsements regarding third party products or services, any activities that may appear unsafe or dangerous, any activities that appear to result in any injury or bodily harm or any specific political agenda or message, as determined by Sponsor in its sole discretion; (vi) the Submission cannot in any manner defame, misrepresent, contain disparaging remarks or reflect

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negatively about Sponsor, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (vii) the Submission cannot contain any personal identification of any person except for the Entrant, such as personal names, email addresses or street addresses; (viii) the Submission cannot itself be in violation of any law; and (ix) the Submission must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Submission that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

5. Grant of Rights

Entering this Contest constitutes your full agreement to give Sponsor a royalty-free, irrevocable, perpetual, assignable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, and for promotional or marketing purposes or using it in connection with Sponsor's social media accounts. You also grant a waiver and full release relating to the Submission, including without limitation waiving your rights of publicity or privacy. If requested, you hereby agree to sign any documents that may be required for Sponsor or its designees to make use of the Submission and all components thereof. By entering, you warrant and represent that you are the sole and exclusive owner of the Submission and all components thereof, and that the same will not infringe on any rights of any third parties, and you further agree that your Submission and all components thereof conforms to these Official Rules. Entrants acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote, and otherwise use or not use (or remove) any Submission and Entry in any way it sees fit without notification or further consent or payment of any kind.

6. Representations and Warranties/Indemnification

Each person who enters a Submission represents and warrants as follows: (i) Entrant has obtained any and all necessary permissions required to submit the Submission and for Sponsor's right to use the Submission for any purpose; (ii) the Submission is owned by Entrant and has not been previously published, distributed, or otherwise exploited; (iii) the Submission is wholly original by Entrant and, as of the date of submission, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; (v) the Submission does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous; and (vi) Entrant agrees to waive any rights you may have to any Submission submitted, including any and all moral rights that exist in the Submission and any derivative works made therefrom. Each Entrant hereby agrees to indemnify and hold Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

7. Winner Determination

After the end of the Contest Entry Period, on or about February 28, 2025, a panel of qualified judges comprised of representatives from Sponsor (as determined by Sponsor in its sole discretion) will independently review and score

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the Submission and then select the Submission with the highest combined score to receive the Prize, based on the following criteria (the “Winner”):

- Organization mission and vision statement, along with how the Organization works to strengthen the community the Organization serves (20%)
- The Organization’s history with executing prior annual galas and a listing of other annual fundraising activities (10%)
- Specifically, whether the Organization held an annual gala in 2023 or 2024, and whether Organization achieved its fundraising goals (10%)
- How receiving the Prize in this Contest would positively impact the Organization financially (15%)
- Organization’s social channels and relevant engagement metrics (10%)
- An accounting of other marketing and communications outlets used to promote fundraising events (10%)
- Any additional statements to Sponsor regarding Organization’s ability to execute a successful fundraising event, if selected (25%)

These criteria are referred to as the “Judging Criteria”. In the event that there is a tie among the highest scoring Entries after such judging that would impact the determination of a potential Winner, such tied Entries will be re-judged based solely on criteria numbers 1 and 7, above.

The name of the Winner will be posted at the Site on or about April 2, 2025.

8. Winner Notification

POTENTIAL WINNERS WILL BE NOTIFIED BY PHONE AND/OR EMAIL AND WILL BE REQUIRED TO RESPOND WITHIN SEVEN (7) DAYS OF INITIAL NOTIFICATION and will be required to complete, sign, and return to Sponsor an affidavit of eligibility and liability/publicity release and affirmation of assignment of rights within seven (7) days of receipt of such documents from Sponsor before accepting the prize. Failure by Entrant to respond to the initial verification within seven (7) days of initial notification or failure to return the documents prior to the deadline may result in disqualification, any prize won may be forfeited, and In the event a potential winner is deemed ineligible or is unable to claim the prize as specified, the next highest scoring entry will be contacted. Potential winner must follow the initial prize claim instructions and any subsequent claim instructions, or the prize will be forfeited in its entirety. Sponsor shall have no liability for a winner’s failure to receive notices due to winners’ spam, junk e-mail voicemail malfunction or other security settings or for winners’ provision of incorrect or otherwise non-functioning contact information.

9. Verification of Potential Winners

In the event a potential winner (a) cannot be reached for whatever reason or the potential winner notification or prize is returned as undeliverable; (b) declines or cannot accept, receive or use the prize for any reason; (c) is found to be ineligible to enter the Contest or receive the prize, or (d) cannot or does not comply with the Official Rules, an alternate potential winner may be selected, at Sponsor’s sole discretion, from among the other eligible entries received. Sponsor reserves the right to request from any Entrant additional documentation it reasonably believes is necessary to validate any Submission or to award any prize.

An Organization is not deemed a winner of any prize unless and until the (i) Organization’s eligibility has been verified, (ii) all requirements determined by the Sponsor to claim a prize have been fulfilled, and (iii) the Entrant has

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been notified that the verification process is complete, and (iv) Sponsor deems the Organization the winner (the "Winner").

10. Prize

One (1) Prize will be awarded to the Winner (defined below) in this Contest consisting of the following in connection with one (1) single 2025 Annual Fundraising Event hosted by Organization (the "Gala") at the WCD's rooftop ballroom (or other WCD facility at WCD's discretion) for up to 500 attendees including:

- Use of WCD's rooftop ballroom (or other WCD facility at WCD's discretion) (the "Venue") for Organization's 2025 Annual Fundraising Event on a date in 2025 mutually agreed by WCD and Organization (subject to WCD bookings and blackout dates) including pre-function space for registration and silent auction.
- Food and non-alcoholic beverages (Chef's choice menu - approximate value \$34,000)
- Wine service for each table if desired (2 bottles each of red and white per table) (approximate value \$2800)
- Service charge (approximate value \$8,800)
- A/V production services credit to Conference Technologies Inc. services (approximate value not to exceed \$15,000)
- WCD Labor Costs (approximate value \$2,400)
- Forty (40) hours of volunteer time (not at the Gala) for the Organization by WCD staff on one or more days as staff may be available to participate in Organization's volunteer services.

Total Approximate Retail Value of Prize is \$63,000.

The winner is solely responsible for all unspecified costs and expenses associated with prize acceptance and use, including but not limited to all federal, state, and local taxes and any expenses, costs, or fees associated with the acceptance and/or use of the Prize.

Use of the Venue is subject to all applicable Venue restrictions. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Any unused portion of the Prize or elements of the Prize are forfeited. No other goods or services except the elements comprising the Prize are provided in connection with this Contest. No transfer or substitution of Prize permitted except where required by law. Sponsor may substitute Prize or Prize elements and Sponsor reserves the right to award prize (or portion of prize) of equal or greater value, in its sole discretion. Sponsor is not responsible for the inability of the winner to accept the prize or any portion thereof for any reason. Sponsor and the Released Parties assume no responsibility or liability for damages, losses, or injury resulting from acceptance or use of prize or participation in the Contest.

Each winner is responsible for all applicable local, state, and federal taxes. Sponsor will issue winners of prizes valued at \$600 or over an IRS 1099 Tax Form, and winner agrees to fully cooperate in complying with applicable governmental reporting requirements. If requested by Sponsor, the potential winner will be required to complete,

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sign, and return to Sponsor an IRS Form W-9 prior to receiving the prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may, in its sole discretion, select an alternate winner from remaining eligible entries.

PRIZES ARE AWARDED "AS IS" WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Hold Harmless/Release

BY PARTICIPATING, EACH ENTRANT AGREES TO HOLD HARMLESS THE SPONSOR AND ITS RESPECTIVE PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, THE CONTEST JUDGES, 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, AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY LIABILITY WHATSOEVER, AND WAIVE AND RELEASE THE RELEASED PARTIES FROM ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, EXPENSES, INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL) ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, OR USE/MISUSE OF ANY PRIZE, PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, OR PARTICIPATION IN THE CONTEST, WHETHER UNDER A THEORY OF CONTRACT, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION. IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE OUT-OF-POCKET COST OF PARTICIPATING IN THE CONTEST, AND IN NO EVENT SHALL THE CONTEST PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE CONTEST, THE OPERATION THEREOF, OR ANY SUBMISSION, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE SUBMISSION AS CONTEMPLATED HEREIN, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH THEM.

12. Publicity

Except where prohibited or restricted by law, tendering a Submission constitutes your agreement and consent for Sponsor and any of its designees to use and/or publish your full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Entrant regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion purposes on behalf of Sponsor, 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.

13. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's control impairs the integrity or proper functioning of the Contest, as

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determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

14. 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 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 registrations; or (e) any injury or damage to persons or property which 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. 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 the prize will be awarded.

15. Disputes

Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by the laws of the State of Wisconsin. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by the exclusive personal jurisdiction and venue of the Circuit Court of Milwaukee County, Wisconsin, and the United States District Court for the Eastern District of Wisconsin. Should there be a conflict between the laws of the State of Wisconsin and any other laws, the conflict will be resolved in favor of the laws of the State of Wisconsin. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

16. Entrant's Personal Information

Information collected from Entrants is subject to the Sponsor's Privacy Policy, which is available at <https://wcd.org/wp-content/uploads/2024/01/WCD-Privacy-Policy-for-Websites-January-2024.pdf>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Contest.

17. Contest Results

To obtain the name of Winner by mail, send a self-addressed stamped envelope (except where not required by applicable law) to: Gala Winner's Name at the Contest Address. One request per outer stamped envelope.