## MSIA Raffle Terms and Conditions

Raffle ticket prices: Tickets are \$25.00 each or five for \$100.00.

Eligibility: Eligible individuals who are at least eighteen (18) years of age at the time of entry may purchase raffle tickets for this Raffle. This Raffle is subject to all applicable federal, state, and local laws, rules, and regulations and is void where prohibited or restricted by law, rule, or regulation.

Winner must be approved by MSIA for participation in the tour and, ideally, have taken a PTS PAT training by July 1, 2023. Winner will need a passport valid for six (6) months following the return date of the tour (July 31, 2023). Any visa required is the responsibility of the winner.

Official Prize: The prize for this raffle is a double occupancy participant place on the PTS Traveler Tour to Israel 2023. The prize does not include airline transportation, airport transfers, passports, visas, travel insurance, excess baggage fees, incidental travel expenses, or any meals that are not part of the group tour experience. There is only one prize available to be won.

The winner will be selected at random, and the entrant does not need to be present to win. The winner will be contacted by MSIA by telephone on December 18, 2022 or thereabouts. If the winner does not respond to claim the prize within seven days, MSIA reserves the right to contact the next eligible winner (and in this case the original winner forfeits their claim to the prize), and so on until a winner is found. MSIA has the right to extend the raffle drawing, if necessary.

The prize is as stated. There is no cash alternative. The prize is transferrable with permission of MSIA and the eligibility rules still apply. Unless specified above, no other costs or expenses will be covered by MSIA.

How to Participate: There is no restriction on the number of times you may buy tickets for the Raffle. Online orders must be received by the entry deadline of December 18, 2022. No orders will be accepted after this date unless the entry deadline has been extended. Entrant must fully complete

and submit all non-optional data requested on the online order form to purchase tickets. Incomplete orders are void.

Taxes: The winning entrant shall be solely responsible for any taxes applicable in relation to the delivery or receipt of the Prize.

Selection of Winner: A potential winner shall be selected on the drawing date of December 18, 2022, which may be extended. The winner will be selected by a representative of MSIA from all of the tickets issued for the raffle. Each ticket has an equal chance of winning. The entrant does not need to be present at the drawing to win. MSIA will notify the potential winner, who will be announced as the winner of the raffle subject to verification of eligibility and compliance with the terms and conditions.

Winners Release: Entrant agrees that if he or she is selected as the potential winner, regardless of whether or not he/she is qualified as the winner, that MSIA, and each of its designees, shall have no liability and will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize (including any travel or activity related thereto) and/or MSIA will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural or man-made disaster outside their control that may cause the cancellation or postponement of the prize, if applicable, or the inability of MSIA to deliver any or all of the prize.

Release: By receipt of any prize, winner agrees to release and hold harmless MSIA and PTS, as well as each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Raffle or receipt, use, or misuse of the prize.

Arbitration: As a condition of participating in this Raffle, entrant agrees that (a) any and all disputes and causes of action arising out of or connected with this Raffle, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in Los Angeles, California before one arbitrator. The

arbitration shall be administered by JAMS (<a href="https://www.jamsadr.com">https://www.jamsadr.com</a>) pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The costs of any such arbitration shall be shared equally by both parties. However, notwithstanding the foregoing, each party shall bear its own costs of representation. The arbitrator shall have the authority to interpret these Official Rules in accordance with the laws of the State of California and to enter their decision. Moreover, in no event shall the arbitrator have any authority to consider issues or allegations, such claims being deemed waived by the entrant.

Furthermore, either party may apply to the Superior Court of California to confirm the arbitrator's decision and enter a judgment in favor of the prevailing party. Under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with ordering and purchasing the entrant's Raffle tickets), and entrant waives all rights to have damages multiplied or increased. In the event that the entrant prevails in any such arbitration, his/her damages shall be limited to the actual amount that he/she paid for the tickets he/she purchased for the Raffle.

Jurisdiction: The entrant acknowledges and agrees that this Raffle is being conducted exclusively in the State of California and that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant, MSIA, and the Released Parties, in connection with the Raffle, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.

Disqualified Winner: If MSIA, in its sole determination, disqualifies a winner, the winner will not be entitled to any refund of any kind. If the winner is disqualified for any reason, an alternate winner will be selected from the remaining tickets until such time as a qualified winner has been selected. Once a qualified winner has been selected.

Administration of Raffle: The entrant acknowledges and agrees that decisions made by MSIA will be final and binding on all matters relating to this Raffle. MSIA's decision is final with respect to all matters relating to awarding of the Prize and shall not be subject to review or appeal by any entrant or by any third party.

By entering the Raffle, each entrant unreservedly agrees to these terms and conditions which govern the Raffle and the awarding of the Prize.

MSIA reserves the right to alter these terms and conditions at any time and in its sole discretion. MSIA reserves the right, at any time, to cancel, modify or suspend the Raffle if, in its sole judgment, the Raffle is not capable of being conducted as specified.