

MUSEUM RAFFLE OF A Model 1861 Springfield Black Powder Musket Serial # S12162 or Pattern 1863 Enfield Black Powder Musket Serial #E16035 ("Reproduction")

By purchasing a Raffle ticket, you signify that you have read, understand and willingly agree to the following Rules:

(1) The Raffle is open to all members of the general public who can or will comply with these Rules as of the date and time of the Raffle drawing, including, without limitation, officers, directors, employees, agents or other representatives of the National Civil War Museum ("NCWM"), including volunteers, and their spouses and relatives. No purchase is required of any product, membership or service provided by the NCWM. No donation to the NCWM is required.

(2) A maximum of 1000 tickets will be sold for the Raffle of the Reproduction. The odds of winning the Raffle are dependent upon the number of tickets sold. The NCWM operates under Dauphin County Small Games of Chance License number 293.

(3) The drawing of the winning Raffle ticket will be conducted at 2:00 p.m. EST, Saturday June 19, 2021 at the NCWM Community Free Day held on-site at The National Civil War Museum, Harrisburg, PA. **THE PURCHASER OF THE APPARENT WINNING RAFFLE TICKET NEED NOT BE PRESENT AT THE DRAWING TO WIN THE REPRODUCTION.** The name and hometown of the apparent winning Raffle ticket purchaser will be published upon the website of the NCWM within 72 hours of the drawing and will be notified by the NCWM via the name, mailing address and/or email address set forth on the purchaser's Raffle ticket. The purchaser of the apparent winning Raffle ticket either (i) must make arrangements with the NCWM to complete the transfer of the Reproduction at the NCWM through a FFL dealer selected by the NCWM; or (ii) must make arrangements, through the NCWM, with the NCWM's selected FFL in the event the purchaser desires to have the Reproduction transferred to his or her local FFL dealer, in which case the purchaser shall pay or incur all expenses associated with the transportation, shipping, storage and other fees necessary to complete the transaction.

(4) Raffle Tickets will be sold for \$10 each, until up to 1:00 p.m. EST June 19, 2021 at the NCWM Gift Shop, via the website or by mail until the close of business on June 18, 2021 at the NCWM so long as supplies last. Subject to availability, there is no limit to the number of Raffle tickets an individual may purchase.

(5) By purchasing a Raffle ticket, the winner of the raffle consents to the use of his or her name, picture, (or other likeness) and hometown in any publication, press release, advertisement, website content or other public dissemination about the Raffle by or on behalf of the NCWM.

(6) The Reproduction is a fully functional and operating firearm and any and all laws pertaining to the ownership, possession, transportation and use of the Reproduction are applicable whether set forth in these Rules or not and by purchasing a Raffle ticket you hereby acknowledge that you understand such laws, that you will comply with such laws, and that you are or will be in compliance with such laws should you be determined the winner of the Raffle.

(7) By purchasing a Raffle ticket, you attest that: **(a)** under the laws of the state, county and municipality of your residence, you may legally own and possess the Replica; **(b)** you intend to use the Reproduction only in a legal and safe manner; **(c)** you will or have already obtained instruction on the safe use and operation of the Replica; **(d)** you are at least 18 years old; **(e)** you are not under indictment or information in any court for a felony, or any other crime, for which any court could imprison you for more than one year, or which indictment or information could or will negate your right or ability to own or possess the Reproduction under applicable law; **(f)** you have never been convicted in any court of a felony, or any other crime, for which any court could or could have imprisoned you for more than one year, even if you received a shorter sentence including probation, or which conviction will negate or has negated your right or ability to own or possess the Reproduction under applicable law; **(g)** you are not a fugitive from justice; **(h)** you are not an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance; **(i)** you have never been adjudicated mentally defective; **(j)** you have never been committed to a mental institution; **(k)** you have never been discharged from the Armed Forces under dishonorable conditions; **(l)** you are not subject to a court order restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner or such other order of court which will negate or has negated your right or legal ability to own or possess the Reproduction under applicable law; **(m)** you have never been convicted in any court of a misdemeanor crime of domestic

violence or any other crime which will negate or has negated your right or legal ability to own or possess the Replica; **(n)** you have never renounced your United States citizenship; **(o)** you are not an alien illegally in the United States; **(p)** you are not an alien admitted to the United States under a nonimmigrant visa who does not fall within any of the exceptions set forth in the instructions to ATF Form 4473; and **(q)** the money you used to purchase any Raffle ticket was not received from any individual who is ineligible to participate in or win this Raffle or you have not purchased a Raffle ticket on behalf of any individual who is ineligible to participate in or win this Raffle.

(8) The NCWM makes no warranty in any manner whatsoever, express or implied, regarding the Replica. The Raffle winner will deal directly with the manufacturer as to any and all issues pertaining to the Replica.

(9) THE REPRODUCTION MUST BE CLAIMED AND THE TRANSFER MUST BE COMPLETED WITHIN NINETY (90) DAYS OF THE CONCLUSION OF THE DRAWING AND FINAL DETERMINATION OF A RAFFLE WINNER. The holder of the apparent winning Raffle ticket must successfully pass all applicable background checks. If the holder of the apparent winning Raffle ticket from the first drawing does not successfully pass a background check, or is otherwise deemed ineligible, additional drawings will be made until a holder of an apparent winning Raffle ticket successfully passes a background check and demonstrates compliance with these Rules. Any subsequent drawing shall be subject to these Rules with respect to any time periods set forth herein calculated from the date of any subsequent drawing.

(10) The Raffle winner is responsible for paying any and all fees associated with the ownership transfer of the Replica, including but not limited to taxes, transfer fees, and/or background checks. In addition, the Raffle winner is responsible for all means, methods and logistics, including the cost and expenses thereof, for the shipping or transportation of the Reproduction upon transfer of ownership being completed or during the process of transferring ownership.

(11) All municipal, county, state and federal rules and regulations apply, including those set forth by the Federal Bureau of Alcohol Tobacco and Firearms.

(12) RELEASE: You and you on behalf of your respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless NCWM (including attorneys' fees and costs), any person or entity (a) involved in any manner whatsoever with the Raffle on behalf of NCWM or (b) involved in any manner whatsoever with the administration of the Raffle on behalf of the NCWM, and the respective employees, officers, directors and agents of each ("Released Parties"), from any and all actions, causes of actions, suits, debts, dues, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, executions, claims and demands of whatsoever kind or character, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in anyway arise out of or relate to (a) your participation in the Raffle or (b) your acceptance and use or misuse of the Replica, including but not limited to any claim for property damage, personal injury or death.

(13) If questions arise during the Raffle, the Raffle drawing or the subsequent background check and transfer process, decisions will be made by members of the NCWM Executive Committee and their decision will be final. You waive any and all claims in regard thereto, including the right of a jury trial, and hereby agree to accept the decision(s) of those members of the NCWM Executive Committee in the same manner as if the decision(s) were issued by a common-law arbitrator pursuant to Subchapter B of Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. § 7341 et seq.

(14) ANY CLAIMS, JUDGMENTS AND/OR AWARDS OF DAMAGES ENTERED IN YOUR FAVOR OR IN FAVOR OF ANY RELEASING PARTY AND AGAINST THE RELEASED PARTIES SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS OR EXPENSES ASSOCIATED WITH YOUR PARTICIPATION IN THE RAFFLE. YOU, AND YOU ON BEHALF OF YOUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS HEREBY WAIVE, RELEASE AND DISCHARGE ANY RIGHT OR CLAIMS OF WHATSOEVER KIND OR CHARACTER TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY YOU, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

END OF RAFFLE RULES.