

# OFFICIAL RULES -- 2022 WINE TROLLEY & WINE CABINET OFFICIAL RULES

## To benefit Helping Strays of Monroe County

**OFFICIAL RULES:** By participating, entrants agree to be bound by these Official Rules and by the decisions of the Sponsor, which is The Humane Society of Monroe County, IL d/b/a Helping Strays of Monroe County. Decisions of the Sponsor shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state and local laws. These Official Rules may be revised by Sponsors at any time. It is the responsibility of the Raffle entrant to review the official rules for revisions and/or supplements. These Official Rules may not be waived, revised, or supplemented except by Sponsors in writing.

**RAFFLE LICENSE:** This Raffle is being conducted pursuant to a Raffle License issued by the City of Columbia, Illinois and Waterloo, Illinois.

**NET PROCEEDS:** All net proceeds of the Raffle will benefit Sponsor, which is a 501(c) (3) charity, and the programs that Sponsor supports. The Sponsor does not make any representations as to the legal or tax consequences of participating in the Raffle. However, the Sponsor understands that the position of the IRS is that amounts paid for chances in a raffle are not gifts, and consequently do not qualify as a charitable contribution for federal income tax purposes.

**PRIZE:** One winner will receive the Rustic Wine Trolley and one case of wine and another winner will receive the Rustic Wine Cabinet and one case of wine. Sponsor and the Released Parties (defined herein) expressly disclaim any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to the Prize in any way. The Prize winners may not substitute or redeem the Prize for cash. The Sponsor will pay any and all regular income tax payable on the Grand Prize from the proceeds of the Raffle. The Prize winners must provide all personal information requested by Sponsor and fully execute any and all state and federal tax forms requested by Sponsors which are required for Sponsors to pay the regular income tax on the Grand Prize. **The Grand Prize winner assumes and must pay all other fees and charges (including, but not limited to, sales taxes, other state taxes if any.**

**ELIGIBILITY TO ENTER:** During the Entry Period specified below, Raffle tickets may be purchased in accordance with these Official Rules from representatives of either of the Sponsors. Raffle tickets may be purchased ONLY BY PERSONS WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF THE PURCHASE OF THE RAFFLE TICKET. Raffle tickets may be purchased in the name of a business, trust, corporation, or other entity, but NOT where prohibited by applicable law. Please be advised that employees, board members, members, and volunteers of Sponsor are eligible to participate in the Raffle and to win Prizes.

**PURCHASING RAFFLE TICKETS:** Raffle tickets may be purchased for five dollars (\$5.00) each or six for twenty-five (\$25.00) by eligible persons (see "ELIGIBILITY TO ENTER" above). Drawing to be June 17, 2022 at The Falls Reception & Conference Center located at 300

Admiral Weinel Blvd. in Columbia, Illinois 62236 during the Helping Strays annual benefit A Cause for Paws. Ticket sales may be extended at the discretion of Sponsor. A maximum of 2,000 Raffle tickets will be sold. Tickets may sell out before the End Date. Ticket sales will cease when the maximum number of tickets have been purchased. All ticket purchasers must provide their names, addresses, telephone numbers and e-mail addresses at the time of purchase. All Raffle ticket sales are final. If a Raffle ticket is purchased with a check, and the check is returned to Sponsors for insufficient funds or for any other reason, then that Raffle ticket is null and void, with no notice to the purchaser required.

**TRANSFER/RESALE OF RAFFLE TICKETS:** Persons who purchase Raffle tickets may not opt to give away or otherwise transfer their Raffle tickets to others. A Raffle ticket may not be sold for more than Five Dollars (\$5.00). Any Raffle ticket which has been resold in violation of these Official Rules may be voided at the discretion of Sponsors. Any individual who re-sells a Raffle ticket in violation of these Official Rules may be ineligible to participate in the Raffle or to win any Prize at the discretion of Sponsor.

**VALIDITY AND ELIGIBILITY OF TICKETS:** Sponsor shall be the sole judge of the validity and eligibility of all Tickets. Tickets which have been or appear to be tampered with are void. All Ticket purchases shall be final, and no refunds or replacements will be issued by Sponsors.

**DRAWING:** Potential Winners of the Prizes will be selected in a random drawing from eligible Raffle tickets sold (the "Drawing"). **Potential Winners need not be present to win.** The date referenced herein may be modified or extended at the discretion of Sponsors.

**DETERMINATION OF OFFICIAL WINNER(S):** All persons whose tickets are drawn at the Drawing shall be Potential Winners. The Sponsors shall have the sole discretion to determine whether a Potential Winner will become the official winner of a Prize (an "Official Winner"). Sponsors' decision concerning the identity of an Official Winner shall be final and binding. To become an Official Winner: (1) Potential Winner must present proof of identification satisfactory to Sponsors; (2) Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined in Sponsors' sole judgment; (3) Potential Winner's winning ticket must be inspected and verified by Sponsor; (4) Potential Winner must execute and return to Sponsors any affidavit of eligibility on a form to be provided by Sponsor if needed; and (5) Potential Winner must provide Sponsor with all tax identification information required by federal, state or local law.

ADDITIONALLY, in order to become the Official Winner of a Prize: (1) Potential Winner must provide all personal information requested by Sponsor and fully execute any and all state and federal tax forms requested by Sponsors which are required for Sponsors to pay the regular income tax on the Prize; (2) Potential Winner must present proof of eligibility; and (3) Potential Winner must take possession of the Prize within fourteen (14) days of the Drawing.

If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if Sponsor is unable for any reason to identify the holder of a winning Raffle ticket, then Potential Winner's Prize will be deemed forfeited and, at Sponsors'

sole discretion, an alternate Potential Winner and Official Winner will be selected, utilizing a method at the sole discretion of Sponsors.

**ODDS:** The odds of winning depend on the number of eligible Raffle tickets sold. If 1,000 tickets are sold, the odds of winning a Prize are 1 in 1,000.

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Tickets which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Tickets that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) any errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, "Errors"), including without limitation, Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining the Official Winner, or announcing or delivering Prizes. Anyone who tampers with or abuses any aspect of the Raffle, as determined in Sponsor's sole judgment, will be disqualified from participation in the Raffle and if applicable, will be deemed to have forfeited all claims to any Prize.

**RELEASE OF LIABILITY:** Entrants, by participating in the Raffle, agree that and each of its respective parents, affiliates, subsidiaries, owners, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for injuries, losses, costs, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle or the acceptance, possession, misuse or use of any Raffle ticket or Prize.

**PUBLICITY RELEASE:** Each winner of a Prize, by accepting his/her prize, grants Sponsor, Helping Strays, and its designees and affiliates, full permission, except where legally prohibited, to use that winner's name, address (city and state only), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

**NAMES OF WINNERS:** Names of the winners may be obtained by sending a written request plus a self-addressed, stamped envelope to: Helping Strays of Monroe County, 4221 Hanover Road, Columbia, Illinois 62236.

**GOVERNING LAW; SEVERABILITY:** The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Illinois. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.