

**ST. PETER SCHOOL QUEEN OF HEARTS RAFFLE 2019-2020
OFFICIAL RULES, TERMS AND CONDITIONS**

1. Agreement to the Official Rules: The sponsor of the Raffle, identified on the Raffle ticket, is St. Peter Church of Geneva, an Illinois religious corporation (“Sponsor”). By participating in the Sponsor’s raffle (the “Raffle”), all entrants in the Raffle hereby agree to be bound by these Official Rules, Terms and Conditions (“Official Rules”) and by the decisions of the Sponsor, which shall be binding and final as to all matters relating to the Raffle. Eligibility to win the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. The Raffle is subject to all applicable federal, state and local laws, and is void where prohibited by such laws. These Official Rules cannot be changed by any oral statement made by any employee, consultant, volunteer, or agent acting on behalf of the Sponsor. Sponsor reserves the right to amend these Official Rules upon ten (10) days advance notice which notice shall be posted on the Sponsor school’s official website, www.stpeterrockets.org; and which may also be published in the Sponsor’s parish bulletin or other written medium.

2. Raffle Details: Raffle commences October 4, 2019 and concludes on October 7, 2020 or when the Queen of Hearts is drawn and the raffle concludes (the Raffle Period) and tickets will be available for purchase while quantities last during this period. Sponsor reserves the right to sell a limited number of tickets on the day of the drawing if any are available. The raffle will be conducted under one or more licenses issued to St. Peter Church, and net proceeds of the raffle will benefit St. Peter School. Sponsor is a not-for-profit corporation exempt from federal taxation under Section 501 of the Internal Revenue Code. The Raffle Managers shall be Rev. Jonathan Bakkeland, pastor of St. Peter Church and Becky Ward and Kathleen Soeder, employees of St. Peter Church. By purchasing a raffle ticket, each entrant agrees to be unconditionally bound by these rules. The Raffle Managers are not eligible for raffle prizes.

3. Net Proceeds: All net proceeds of the Raffle will benefit the Sponsor in fulfillment of its religious, educational and/or charitable missions.

4. Eligibility to Enter: Only individuals who are proven to be eighteen (18) years of age or older at the time of purchase of a Raffle ticket are eligible to participate in the raffle (“Eligible Entrants”). Eligible Entrant must be a U.S. citizen or U.S. resident with a U.S. taxpayer ID number. All federal, state and local laws and regulations apply. Employees of St. Peter Church and School are not eligible to win.

5. How to Enter the Raffle: To enter the Raffle, Eligible Entrants shall purchase Raffle tickets during the period set forth by the Sponsor (“Entry Period”). Each Raffle ticket may only be purchased by one Eligible Entrant and each Raffle ticket purchased by an Eligible Entrant is deemed an “Entry” in the Raffle. In the event of a winning ticket entry having more than one name on the ticket stub, or if either the phone number field or the card number field on the ticket drawn is blank or illegible, the ticket will be discarded and a new one drawn. Eligible Entrants may purchase as many Raffle tickets as desired, subject to availability during the Entry Period. Raffle tickets may sell out before the close of the Entry Period. Raffle tickets must be paid for in full at time of purchase. Sponsor reserves the right to reject any sale of Raffle tickets due to improper payment or payment that does not constitute “good funds” in U.S. Dollars. All sales of Raffle tickets are final upon sale. No refunds or replacements of lost or stolen Raffle tickets will be issued by the Sponsor. Sponsor shall be the sole judge of the validity and eligibility of any and all Entries. Entries which, in the decision of the Sponsor, have been or appear to be tampered with are void. Entries by purchasers of Raffle tickets who have violated these Official Rules in any manner are void.

6. Cost: Tickets for this raffle may only be purchased with cash. Each ticket shall cost \$5.00. Raffle ticket shall serve as entrant’s receipt.

7. Drawing: The Sponsor shall set the maximum number of Raffle tickets forming an Entry to be sold. The winning Entry will be selected in a random drawing (the “Drawing”). In the event the Drawing cannot be conducted at the date, time, or location advertised by the Sponsor for any reason, or if a Prize cannot be awarded for any reason, Sponsor shall set a new date and location for a subsequent Drawing. Winner will be contacted immediately after the Drawing.

8. Prize: The Official Winner(s) (as defined below) shall receive the applicable prize identified on the Sponsor's website where these Official Rules are posted (“Prize”). In the event of conflict between the prize identified on the Sponsor’s website and elsewhere, the prize identified on the Sponsor's website shall control. The value of any Prize(s) may be a function of Raffle tickets sold, in that a Prize may be reduced proportionately if all advertised Raffle tickets forming an Entry are not sold. By way of example, this means that if one-thousand Raffle tickets are

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offered and only nine-hundred are sold, the amount or value of the Prize(s) may be reduced by ten percent. The Sponsor reserves the right to substitute any non-cash Prize acquired for the Raffle for a similar prize or similar cash value when, in Sponsor's sole and absolute discretion, circumstances require substitution. The odds of winning any Prize(s) depend on the number of tickets sold. Each ticket will be separately numbered in serial form.

9. Notification of Official Winner: Sponsor shall have the sole discretion to determine whether an owner of an Entry selected at the Drawing (the "Potential Winner") is an Eligible Entrant and otherwise eligible to be the winner of the Prize in accordance with these Official Rules (the "Official Winner"). As a condition of a Potential Winner's right to collect a Prize and become an Official Winner, a Potential Winner must deliver to the Sponsor: (a) a signed statement certifying that the Potential Winner is the rightful owner of the winning Entry in accordance with these Official Rules and all applicable laws; (b) such written information as is required by any applicable laws, including tax regulations, such as the Potential Winner's name, address and social security number; and (c) proof of both identity and age in forms satisfactory to the Sponsor. If the prize won is more than \$600, winner must complete and sign an IRS Form 5754 and complete a W-9. Winner will be issued a W-2G and the amount of winnings shall be reported by Sponsor to the IRS. Winning prizes of \$5000 or more are subject to 24% federal income tax withholding, which shall be withheld and paid to the federal government by Sponsor prior to issuance of the award. All prizes are subject to state tax withholding following the guidelines for federal tax withholding, which shall be withheld and paid to the State treasurer by Sponsor prior to the issuance of the award. Sponsor's decision concerning the sufficiency of documentation provided by a Potential Winner to evidence the identity, age and eligibility of the Potential Winner to become an Official Winner shall be final and binding. If a Potential Winner cannot be contacted and/or notified after reasonable attempts by the Sponsor, or if the Prize cannot be awarded for any other reason, Sponsor shall conduct another Drawing and select another Entry in order to identify a Potential Winner. Any Potential Winner need not be present at the Drawing to win and become an Official Winner. Sponsor shall endeavor to notify any Potential Winner using the contact information provided by the Potential Winner at the time of purchasing the Raffle ticket(s). Prize winners will be posted on the St. Peter School website (www.stpeterrockets.org) and in the church bulletin and a list of prior weeks' winners will be posted on the St. Peter School website (www.stpeterrockets.org). Prizes shall be paid by check and are required to be claimed at the St. Peter Church Parish Office, 1891 Kaneville Rd., Geneva, IL 60134. Time of availability for prize checks will be discussed with each winner upon contact.

10. Unclaimed Winnings: If, by 4:30 p.m. six months after the specific drawing date, a winning entrant cannot be located through good faith attempts at contact, or fails to present proper photo ID, the raffle prize shall be deemed forfeited and the prize shall be considered a donation to St. Peter School. In the event a potential winner does not comply with the Official Rules and tickets for the drawing have already been destroyed so another winner may not be drawn, the potential winner will be disqualified and the prize shall be considered a donation to St. Peter School.

11. No Transfer/Resale of Raffle Entries: A purchased Raffle ticket is non-transferable. Any attempted transfer in violation of these Official Rules may be voided at the discretion of the Sponsor. The lawful ownership of a Raffle ticket forming an Entry shall be determined by Sponsor based on the information collected in connection with the sale of each Raffle ticket and any other information reasonably requested by Sponsor.

12. Taxes: All federal, state, and local income and sales tax are the sole responsibility of the Official Winner. The taxable value of the Prize will be treated as ordinary income to the Official Winner for federal and state income tax purposes. A purchaser of Raffle ticket(s) ("Purchaser") may wish to consult a tax advisor in regard to potential tax liabilities that may arise from purchasing Raffle ticket(s) and being deemed an Official Winner. The Official Winner may be required to pre-pay a portion of any tax liability incurred in connection with such Official Winner's receipt of the Prize at the time of and as a condition of receiving the Prize from the Sponsor. The Raffle will follow the IRS rules and regulations in effect at the time the prizes are awarded. The IRS has taken the position that amounts paid for chances to participate in raffles, lotteries or similar programs are not gifts and, therefore, the price of the entry does not qualify as a tax-deductible charitable contribution. Check with your qualified financial advisor for additional information.

13. Publicity Release: By accepting the Prize from Sponsor, each Official Winner hereby grants Sponsor and Sponsor's designees and affiliates, full permission to use the Official Winner's name, biographical information, photograph, image, voice, and/or other likeness and Prize information on a royalty-free basis for advertising,

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trade, promotional and any other purposes in any and all media or format now known or hereafter devised, worldwide, and on the internet and world wide web, in perpetuity, without limitation, and without further compensation, consideration, permission, notice, review or approval, unless prohibited by law. Other than as provided herein, an entry purchaser's information will not be shared with or sold to any other person or entity.

14. Disclaimer of Warranties: Each Prize is awarded in "as-is", "where-located" condition, without warranties of any kind and inclusive of all patent and latent conditions. The Sponsor expressly disclaims 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.

15. Release of Liability: In consideration of being allowed to participate in the Raffle, each purchaser of a Raffle ticket forming an entry hereby agrees to release and discharge the Sponsor, the Catholic Diocese of Rockford, an Illinois Corporation, its and their affiliates and all of their clergy, officers, employees, agents, partners, promotion agencies and volunteers (collectively "Released Parties") from any and all liability for injuries, losses or damages of any kind (including, without limitation, attorneys' fees) caused by the Raffle, these Official Rules, defective printing, lost or misdirected proceeds of sale, lost or misplaced or destroyed or otherwise unavailable ticket, participation in the Raffle or winning any Prize or resulting from acceptance, possession, use or misuse of any Prize.

16. Mandatory Arbitration Agreement: Any controversy or claim, other than a claim by Sponsor, arising out of or relating to the Raffle or to these Official Rules shall be resolved in accordance with the below arbitration provisions. Any purchaser of a Raffle ticket, including but not limited to any Eligible Entrant, Potential Winner or Official Winner ("Claimant"), agrees to arbitrate any and all claims and disputes relating in any way to such purchase and/or the selection of an Official Winner, and/or the award of the Prize, and/or the delivery of the Prize and/or the Raffle generally ("Arbitration Claim"), through binding individual arbitration administered by the American Arbitration Association (pursuant to its expedited procedures) under its consumer arbitration rules, with arbitration proceedings to be conducted in the Diocese of Rockford. Judgment rendered by the arbitrator(s) may be entered by the Sponsor in any court having proper jurisdiction as a complete bar to any future claim by Claimant. Sponsor may exercise any lawful rights to seek provisional remedies or self-help without waiving the right to arbitrate by doing so.

17. Class Action Waiver: All participants in the Raffle hereby agree to waive the right to a court or jury trial. Arbitrators may not consolidate the Arbitration Claims of multiple parties. All arbitration claims and disputes shall be arbitrated on an individual basis and not as a class action, representative action, class arbitration or any similar proceedings. Prior to initiation of an arbitration proceeding under this section, anyone initiating an Arbitration Claim must first provide at least thirty (30) days prior written notice to the Sponsor, with a copy in all instances to the General Counsel of the Diocese of Rockford, P.O.Box 7044, Rockford, IL 61125. Prior to initiating any arbitration proceeding, Claimant shall provide Sponsor with a reasonable opportunity to resolve any dispute. The provision of this section shall not apply to any claims belonging to Sponsor arising out of or related to the Raffle.

18. Limitation of Liability: The sole and exclusive remedy for any claim against Sponsor arising out of the Raffle, sale of Raffle tickets, awarding of any Prize(s) or the conduct of the Raffle shall be limited to the return of the purchase price paid for any applicable Raffle ticket(s), without interest. In no event shall Sponsor or the released parties be liable to any other party for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages, whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

19. Cancellation: Each purchaser of a Raffle ticket hereby acknowledges and agrees that Sponsor has the right, in its sole discretion, to elect not to proceed with the Raffle and/or the Drawing for any reason or for no reason, and in such event, the sole and exclusive remedy shall be a refund of the purchase price of each Raffle ticket purchased, without interest.

20. Indemnification: In consideration of being allowed to participate in the Raffle, each purchaser of a Raffle ticket forming an entry hereby agrees to indemnify, defend and hold the Released Parties harmless from and against any and all costs, losses, damages, rights, claims, liabilities and actions of any kind arising from, in connection with, or as a result of such purchaser's participation in the Raffle or acceptance, possession, use or misuse of any Prize.

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21. How to Play:

- A. Purchase a \$5.00 cash raffle ticket. Legibly print on the raffle ticket first and last name (one person per ticket), phone number and a card number between 1 and 54. The numbers 1 through 54 correspond with a single card randomly placed face down from a deck of cards and secured to the raffle board. Raffle board is on display at Nobel House Restaurant, 305 W. State St. Geneva, IL or a picture of the board is on the St. Peter School website www.stpeterrockets.org. After selecting the card number under which you believe the Queen of Hearts to exist, turn in completed ticket stub to a sales person and keep the ticket receipt.
- B. The weekly drawing typically will be held at Nobel House Restaurant in Geneva, IL. Drawings are planned for Monday nights at 9pm. For the most current dates and times of the drawings please go to the St. Peter School website www.stpeterrockets.org.
- C. Each week, one ticket will be drawn from those purchased since the last drawing. The winning ticket for the week will have a number written on it and the number will correspond to a card on the raffle board. That card will be turned over at the end of the drawing.
- D. If the Queen of Hearts is not turned over during that week's drawing, the pot will roll over to the next week, all tickets sold for this week's current drawing will be destroyed and new sales for the next week's drawing will begin immediately.
- E. If the card turned over is the Queen of Hearts, the winner receives 50% of the pot! The value of the winning pot will be determined by ticket sales made from the beginning of the raffle period until the Queen of Hearts is drawn, less any prizes given or raffle expenses made to date. Approximate current pot value will be available for viewing at www.stpeterrockets.org and will be updated several times weekly. If the card turned over is a Number card (2-10), the winner receives a \$50 cash prize. If the card turned over is a Face Card (Ace, King, Jack), the winner receives a \$100 cash prize. If the card turned over is a Joker, the winner receives a \$150 cash prize. If the card turned over is any Queen other than the Queen of Hearts, the winner receives a \$200 cash prize.
- F. Each week, the card turned over during the prior week's drawing, remains turned over and visible on the raffle board for the duration of the game.
- G. If a Joker is revealed during a weekly drawing and it is the second Joker to be revealed on the raffle board, a new game board with all 54 cards hidden is delivered for next week's drawing and the game resets to the beginning. The raffle pot, however, continues to accumulate.

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- H. In the case of a ticket drawn with the number of a card already turned over on the raffle board, the ticket will be discarded and a new one drawn.
- I. If the number field on the ticket drawn is blank or illegible, the ticket will be discarded and a new one drawn.
- J. Ticket drawings are expected to occur weekly from October 14, 2019 through October 7, 2020, or until raffle has concluded.
- K. On February 7, 2020, the night of St. Peter School's Spectacular fundraiser, a special additional drawing will occur, and the prize amount for any card drawn, other than the Queen of Hearts, will be \$2,500**! If the Queen of Hearts is turned over that night, the winner receives 50% of the pot! Again, the value of the winning pot will be determined by ticket sales made from the beginning of the raffle period until the Queen of Hearts is drawn, less any prizes given or raffle expenses made to date. Approximate current pot value will be available for viewing at www.stpeterrockets.org and will be updated several times weekly.
- L. If the Queen of Hearts is turned over on the raffle board during a weekly drawing prior to February 7, 2020, a new game board with all 54 cards hidden is delivered for the next week's drawing, the game resets to the beginning, and a new pot will begin and continue to October 7, 2020, or until raffle has concluded.
- M. Ticket winner's 50% pot will not exceed \$500,000. If pot reaches this amount, sales will stop immediately and at the next drawing tickets will be drawn until a winning ticket is drawn to uncover the Queen of Hearts. That ticket holder will win 50% of the pot. In the event that all tickets in the drawing for that week are exhausted before a ticket uncovering the Queen of Hearts, the prize shall be considered unclaimed and therefore a donation to St. Peter School.

**\$2,500 prize awarded if winner is present; \$1,000 prize awarded if winner is not present.

22. Copy of Rules: A copy of these rules is posted on the St. Peter School website at www.stpeterrockets.org.