

CASA Kane County

Clays for Kids Grand Raffle Official Rules

This is a fundraising effort to benefit CASA Kane County, a 501(c)(3) not-for-profit organization.

1. **Purpose.** The Clays for Kids Grand Raffle is being conducted by CASA Kane County (“CASA”) for the purpose of raising funds to support CASA’s mission of advocating for abused and neglected children.
2. **Sale/Purchase of Tickets and Chances of Winning.**
 - a. Tickets will be sold for the price of \$20 for one ticket, or \$100 for seven tickets. An unknown number of tickets will be sold, so the odds of winning will vary depending on the final number of tickets sold.
 - b. **Internet Purchase.** Tickets are available to purchase online at <https://www.casakanecounty.org> by credit or debit card. A receipt of the purchase will be sent to your email and will be recorded in CASA Kane County raffle database and on a ticket stub for inclusion in the raffle container for the drawing to be held at CASA Kane County Clays for Kids Tournament on September 25, 2020 at the Max McGraw Wildlife Foundation, West Dundee, Illinois. Tickets not winning on September 25, 2020 will be eligible in the second drawing for identical prizes to be held on the second Clays for Kids Tournament on October 2, 2020 also at Max McGraw Wildlife Foundation, West Dundee, Illinois.
 - c. **Locations.** Tickets may be purchased in person at the CASA Kane County Office. Tickets will also be sold through the personal efforts of CASA Kane County volunteers and their realm of influence.
 - d. **Note.** Qualified Online Website entries to the CASA Kane County Raffle will be merged with qualified entries sold in person at a variety of locations determined by CASA Kane County and through the personal efforts of staff and volunteers in the field.
 - e. **Agreements When Purchasing.**
 - i. By entering, you agree to comply with all applicable law and these Official Rules, and you agree to abide by all decisions of CASA Kane County who reserves the right to disqualify any entrant if these Official Rules are not followed.
 - ii. **Publicity Release.** Your entry into the CASA Kane County Grand Raffle constitutes your consent for CASA Kane County to use, publish, and reproduce for any and all purposes, including publicity, promotion and

advertising, in any media (including without limitation, the internet, television, radio, or offline promotions), the winner's name, city, photograph, likeness, biographical material, voice, image, each in perpetuity without further compensation, credit or right of review or approval.

3. **Prizes.** Five prizes will be raffled off.
 - a. **First prize** is a gift certificate for a half-day of fishing and lunch for three people at Max McGraw;
 - b. **Second prize** is gift certificate for a round of sporting clays and lunch for three people at Max McGraw;
 - c. **Third prize** is a Yeti cooler stocked with assorted alcohol (valued at approximately \$800);
 - d. **Fourth prize** is a gift certificate to Gat Guns in West Dundee, Illinois (valued at \$1,000) and
 - e. **Fifth prize** is a variety of wines and gift certificate for massages for two (valued at approximately \$1,000).
4. **Winner Requirements.** Winners must be legal U.S. residents and 18 years or older at the time they purchase their raffle entry to claim a prize if their raffle entry is selected. Winners will be required to present proof of their identity to claim their prize.
5. **Drawing.** A Random Drawing will be held at the CASA Clays for Kids Tournament at the Max McGraw Wildlife Foundation, 14N322 IL 25, West Dundee, Illinois, on September 25, 2020 and a second random drawing will be held at the CASA Clays for Kids Tournament on October 2, 2020. Tickets winning on September 25, 2020 will **not** be re-entered in the October 2, 2020 drawing. **Raffle winners need not be present at time of drawing to win.** Winning tickets will be drawn by an independent third party.
6. **Notification to Winners.** The Potential Winner for each prize described in Rule #2 will be notified either by telephone, e-mail, and/or U.S. mail immediately following the official drawing. Winning names will also be posted to the CASA website (<https://www.casakanecounty.org>) within 72 hours following the Random Drawing.
7. **Forfeiture of Winning.** A Potential Winner must respond to such notification within five (5) days after they are notified, or they will forfeit their prize and an alternate winner will be randomly selected from among the remaining eligible entries. The same random drawing, notification and forfeiture procedure will be followed until the prize is rightfully claimed.

CASA Kane County is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If CASA Kane County is unable, after making a reasonable effort, to contact a selected Potential Winner, that Potential Winner will be disqualified and a new Potential Winner will be selected from remaining entries, until a Qualified Winner is chosen as outlined above.

8. **Transferability.** The prize is not transferable.
9. **Documentation Required of Winners.** Proof of age, identity, and eligibility must be furnished to CASA upon request. All entry form information must be complete and accurate. The prize will not be awarded to anyone not meeting eligibility requirements at the time of entry. A Potential Winner may be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, a Liability Release and a Publicity Release. Potential Winners hereby further agree that they will sign any other documents as deemed necessary by CASA Kane County within ten (10) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification.
10. **No Cash Value.** *There is no cash value option for any prize.* Winner is responsible for all applicable taxes, title, doc and license fees for vehicle. Winner will also receive an Internal Revenue Service Form 1099 reflecting the value of their winnings. All charges, fees, taxes and costs not specifically included above, including but not limited to personal incidental items, transportation, taxes, souvenirs, gratuities, and licenses, are the responsibility of the respective Winner.

CASA reserves the right to substitute a prize of equal or greater value for any reason at their sole discretion if the prize or any component thereof is unavailable for any reason.

11. **TERMS AND CONDITIONS; LIMITATION OF LIABILITY**

- a. Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules.
- b. Any attempt by an entrant or other party to tamper with the proper administration of the Raffle will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Raffle.
- c. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE RAFFLE ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS RAFFLE, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND

AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY.

- d. CASA Kane County is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the Prize.
- e. Winner's guest(s), if applicable, must execute a liability and publicity release prior to the Winner's receipt of the Prize.
- f. CASA Kane County retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of CASA Kane County are final and discretionary.
- g. In the event the selected Winner of the Prize is ineligible or refuses the Prize, the Prize will be forfeited and CASA Kane County, in its sole discretion, may randomly select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted.
- h. Winner must provide his or her Social Security Number for tax purposes.
- i. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winner.

12. **Disclaimer/Internet.**

- a. If for any reason, the Raffle is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, pandemic, virus, including COVID-19, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of CASA Kane County, which corrupt or affect the administration, security, fairness, integrity of the Raffle,
- b. CASA Kane County reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Raffle.
- c. CASA Kane County reserves the right to select the winner from eligible entries received as of the termination date and time. CASA Kane County may prohibit an entrant from participating in the Raffle if it determines that said entrant is attempting to undermine the legitimate operation of the Raffle by cheating, hacking,

deception or other unfair playing practices or intending to abuse, threaten or harass other entrants.

- d. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Raffle is a violation of criminal and civil laws and should such an attempt be made, CASA Kane County reserves the right to seek damages from any such participant to the fullest extent of the law.
 - e. The Raffle Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any entry information to be received by CASA Kane County on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Raffle.
 - f. CASA KANE COUNTY MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.
13. **Arbitration/Choice of Law.** Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Raffle shall be resolved exclusively by arbitration pursuant to the rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Raffle, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Raffle shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Illinois, Kane County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Raffle. All participants and winners agree, by their participation in the Raffle, to submit to personal jurisdiction in Kane County, Illinois. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

14. **Official Rules and List of Winners.** To receive a copy of these Official Rules or to receive a list of the Raffle winners, visit <https://www.casakanecounty.org>, or send a self-addressed stamped envelope to CASA Kane County Official Contest Rule Request, 100 South Third Street, Suite 400, Geneva, Illinois 60134. These Official Rules supersede all other published editions. CASA Kane County reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Raffle or to comply with applicable law.