

Official Rules -- 2018 Car Raffle
Revised 5-25-2018
To benefit Helping Strays

OFFICIAL RULES: By participating, entrants agree to be bound by these Official Rules and by the decisions of the Humane Society of Monroe County, IL d/b/a Helping Strays (the "Sponsor"). The 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 Sponsor 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 Sponsor in writing.

RAFFLE LICENSE: This Raffle is being conducted pursuant to a Raffle License issued by the Village of Millstadt, Illinois, License Number 18-009.

NET PROCEEDS: All net proceeds of the Raffle will benefit Sponsor, which is a 501(c) (3) charitable organization, 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.

GRAND PRIZE: One winner will receive a 2017 Ford Fiesta from Mertz Motor Company, Inc. with a value of approximately \$18,000.00 (the "Vehicle" or the "Grand Prize"). The Vehicle to be awarded to the winner will be determined by Mertz Motor Company, Inc. in its sole discretion. The winner will **not** have the option to receive credit for the Vehicle to purchase a different vehicle, but the winner may upgrade options on the Vehicle at the winner's expense. Any vehicle that might be present at promotional events of the Sponsor, and/or pictured on web sites or promotional items, will be representative only, and may not be the actual vehicle awarded. The Grand Prize winner will **not** receive a choice as to model, color, or features of the Vehicle. The Grand Prize is awarded "AS IS", and Mertz Motor Company, Inc., 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 Grand Prize in any way. The Grand Prize winner may **not** substitute or redeem the Grand Prize for cash. The Sponsor will pay any and all regular federal income tax payable on the Grand Prize from the proceeds of the Raffle. The Grand Prize winner must provide all personal information requested by Sponsor and fully execute any and all state and federal tax forms requested by Sponsor which are required for Sponsor to pay the regular federal 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, license, registration, and title fees). In addition, all costs of vehicle ownership, including but not limited to insurance, are the sole responsibility of the Grand Prize winner.**

OTHER PRIZES: In addition to the Grand Prize, cash prizes will be awarded as follows:

10 winners, \$50.00 each

10 winners, \$50.00 each
5 winners, \$100.00 each
3 winners, \$200.00 each
1 winner, \$500.00
(collectively, "Cash Prizes").

ELIGIBILITY TO ENTER: During the Entry Period specified below, Raffle tickets may be purchased in accordance with these Official Rules from representatives of either the Sponsor or Mertz Motor Company, Inc. Raffle tickets may be purchased **ONLY BY PERSONS WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF THE PURCHASE OF THE RAFFLE TICKET**. Raffle tickets may not be purchased in the name of a business, trust, corporation, or other entity, or wherever prohibited by applicable law. Please be advised that employees, board members, members, and volunteers of Sponsor, and officers, board members, and employees of Mertz Motor Company, Inc. **are** eligible to participate in the Raffle and to win Prizes.

PURCHASING RAFFLE TICKETS: Raffle tickets may be purchased for Thirty-Five dollars (\$35.00) each by eligible persons (see "ELIGIBILITY TO ENTER" above) from June 15, 2018 ("Start Date"), through December 15, 2018 at 3:00 p.m. (the "End Date"), with this period referred to as the "Entry Period," in person from representatives of Sponsor or from Mertz Motor Company, Inc. The Entry Period may be extended at the discretion of Sponsor. A maximum of 1,000 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 Sponsor 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 opt to give away or otherwise transfer their Raffle tickets to others, but in doing so they give up any claim they might otherwise have to the Prizes if they surrender a winning Raffle ticket. Any such transfer must be in writing, and notice of such assignment must be given to Sponsor in writing before the Drawing (see below). A Raffle ticket may not be sold for more than Thirty-Five Dollars (\$35.00). Although a person may transfer a Raffle ticket to a person under the age of 18 years, only individuals who are 18 years of age or older may claim or win a Prize. Any Raffle ticket which has been resold in violation of these Official Rules may be voided at the discretion of Sponsor. 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 Sponsor.

DRAWING: Potential Winners of the Grand Prize and the Cash Prizes will be selected in a random drawing from eligible Raffle tickets sold (the "Drawing"). The Drawing will be held at

Mertz Motor Company, Inc., 100 East Washington Street, Millstadt, Illinois. The drawings for Cash Prizes will begin at approximately 2:00 p.m. on December 15, 2018, with the winner of the Grand Prize to be determined at approximately 3:00 p.m. on December 15, 2018, utilizing a method announced by Sponsor at that time. Employees, board members, members, and volunteers of Sponsor, and officers, board members, and employees of Mertz Motor Company, Inc. shall not conduct the physical drawing of the winning tickets. **Potential Winners need not be present to win.** The date and times referenced herein may be modified or extended at the discretion of Sponsor.

DETERMINATION OF OFFICIAL WINNER(S): All persons whose tickets are drawn at the Drawing shall be Potential Winners. The Sponsor shall have the sole discretion to determine whether a Potential Winner will become the official winner of a Prize (an "Official Winner"). Sponsor's 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 Sponsor; (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 Sponsor's sole judgment; (3) Potential Winner's winning ticket must be inspected and verified by Sponsor; (4) Potential Winner must execute and return to Sponsor any affidavit of eligibility on a form to be provided by Sponsor; 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 the Grand 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 Sponsor which are required for Sponsor to pay the federal income tax on the Grand Prize; (2) Potential Winner must present proof of automobile insurance coverage in effect; and (3) Potential Winner must take possession of the Grand Prize within ten (10) 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, in Sponsor's sole discretion, an alternate Potential Winner and Official Winner will be selected, utilizing a method at the sole discretion of Sponsor.

ODDS: The odds of winning depend on the number of eligible Raffle tickets sold. If 1,000 tickets are sold, the odds of winning the Grand Prize are 1 in 1000, and the odds of winning a Cash Prize are 1 in 52.63, with the overall odds being 1 in 50.

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 Sponsor, Mertz Motor Company, Inc., and each of their 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 the Grand Prize or a Cash Prize, by accepting his/her prize, grants Sponsor, Mertz Motor Company, Inc., and their 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.