

Official Rules – 2019 Queen of Hearts Raffle
Revised 1-28-2019
To benefit Helping Strays

OFFICIAL RULES: By participating in the Helping Strays 2019 Queen of Hearts Raffle (the “Raffle”), 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 Queen of Hearts Raffle License issued to Sponsor by the City of Waterloo, Illinois, License Number 445.

NET PROCEEDS: Twenty percent (20%) of all 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.

ELIGIBILITY TO ENTER: 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 Hopskeller Brewing Company **are** eligible to participate in the Raffle and to win Prizes. Raffle tickets are not assignable and cannot be re-sold. Any individual who assigns or 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.

PURCHASING RAFFLE TICKETS: Raffle tickets will go on sale beginning **Friday, February 1, 2019.** Raffle tickets may be purchased for One Dollar (\$1.00) each, **IN CASH ONLY**, by eligible persons (see "ELIGIBILITY TO ENTER" above), in person from Hopskeller Brewing Company, 116 East 3rd Street, Waterloo, Illinois. Hopskeller Brewing Company is authorized to sell Raffle tickets for this Raffle in accordance with a Raffle Permit issued by the City of Waterloo, Illinois, Permit Number 19-01. There is no limit to the number of tickets that can be purchased by an individual. The Raffle ticket purchaser must provide his or her name exactly as it appears on his or her driver’s license or state issued identification card, address, telephone number, and the number of the envelope on the Queen of Hearts board that the purchaser wishes to be picked if his or her ticket is drawn and he or she is not present. Only one

name is permitted per Raffle ticket. No more tickets may be sold after such time as sufficient money is collected to pay \$2,000,000.00 to the Grand Prize winner. (In that event, the drawing shall continue at that week's raffle until there is Grand Prize winner.) Raffle tickets will be sold at Hopskeller Brewing Company each day from the time that Hopskeller Brewing Company opens for the day until **9:00 p.m.** of that day, beginning the Friday prior to the next week Thursday's drawing, except that ticket sales end at **6:30 p.m.** on the Thursday of each drawing. Sponsor shall be the sole judge of the validity and eligibility of all Raffle tickets. Raffle tickets which have been or appear to be tampered with are void. All Raffle ticket purchases shall be final, and no refunds or replacements will be issued.

RAFFLE DRAWINGS. Raffle drawings will be held each Thursday at approximately 7:00 p.m. at Hopskeller Brewing Company, starting February 7, 2019, and ending on the date that the Queen of Hearts is chosen, but no later than February 20, 2020 (54 weeks), excluding November 28, 2019. One Weekly Winner will be selected in a random drawing from eligible Raffle tickets sold that week. The physical drawing shall be conducted by an employee or board member of Sponsor. Upon the showing of proper identification, the Weekly Winner will be entitled to a Weekly Prize in the amount shown on Exhibit A, and will also pick an envelope containing a card from the Queen of Hearts board. The Queen of Hearts board will begin by containing 54 numbered envelopes, each envelope containing a card from a standard deck of cards plus two jokers, locked in a case. If the envelope picked by the Weekly Winner contains a card as shown on Exhibit A, he or she will also win the Pay Card Prize as shown on Exhibit A. If the Weekly Winner picks the envelope containing the Queen of Hearts, he or she will win the Grand Prize (but not the Weekly Prize) and the Raffle is concluded. If the Weekly Winner does not pick the envelope containing the Queen of Hearts, then the Raffle proceeds to the next week, and all tickets for the week's drawing in which the Queen of Hearts was not drawn will be destroyed. If for any reason the Raffle License may expire and the Queen of Hearts has not yet been drawn, then the drawing shall continue at that week's raffle until the Queen of Hearts is drawn.

YOU DO NOT NEED TO BE PRESENT TO WIN. Weekly Winners do not need to be present to win. If the Weekly Winner is not present at the weekly Raffle drawing, then a Helping Strays employee or board member will open the envelope designated on the chosen Raffle ticket. If the chosen Raffle ticket does not contain an envelope number, or if the envelope number designated is no longer on the Queen of Hearts board, then a Helping Strays employee or board member will choose the envelope for the Weekly Winner. If the envelope containing the Queen of Hearts is drawn and the Weekly Winner is not present, then the Weekly Winner will be entitled to only one-half of the Grand Prize, with the other one-half of the Grand Prize being utilized to start the pot in the next Queen of Hearts raffle conducted by Sponsor.

ODDS. The odds of winning depend entirely on the number of eligible Raffle tickets sold.

AMOUNT OF GRAND PRIZE: The amount of the Grand Prize will vary, based on the Raffle ticket sales and the number of weeks until the Queen of Hearts is chosen from the board. The Grand Prize is calculated each week by taking the dollar amount of Raffle tickets sold since the

beginning of the Raffle, less twenty percent (20%) to Sponsor, less the prior Weekly Prizes, less the prior Pay Card Prizes. The maximum amount of the Grand Prize shall be \$2,000,000.00.

PAYMENT OF PRIZES: The Weekly Prizes, Pay Card Prizes, and Grand Prize, shall be paid by Sponsor to the applicable winners no later than two weeks after the subject Raffle drawing, via cash or via check issued by Sponsor, at the discretion of Sponsor.

TAXES: Sponsor will withhold any and all taxes from the Prizes when applicable and required by law. All Prize winners must provide all identification and personal information requested by Sponsor which is required for this purpose. If a Prize winner refuses to provide such information, then the Prize winner shall be deemed to have forfeited his or her Prize, and the funds shall be distributed as determined by Sponsor.

ACCOUNTING. All gross receipts, expenses, and net proceeds will be accounted for by Sponsor in accordance with Illinois statutes and City of Waterloo ordinances. Following conclusion of the Raffle, Sponsor will retain the Queen of Hearts board for a minimum of 45 days.

GENERAL CONDITIONS: The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Raffle tickets which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Raffle 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, Errors in determining the winners of the Prizes, or Errors in 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, Hopskeller Brewing Company, 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 a Prize, by accepting his/her prize, grants Sponsor, Hopskeller Brewing Company, 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.

EXHIBIT A

**Prizes for the Helping Strays 2019 Queen of Hearts Raffle
Based on the potential Grand Prize Amount**

Stage 1

Grand Prize Amount: \$0 - \$5,000

Weekly Prize: \$25.00

Pay Cards Prize:

Any Deuce	\$25.00
Any Joker	\$50.00
Any Ace	\$30.00
Any King	\$20.00
Any 10	\$10.00

Stage 4

Grand Prize Amount: \$15,000 - \$20,000

Weekly Prize: \$100.00

Pay Cards Prize:

Any Deuce	\$200.00
Any Joker	\$300.00
Any Ace	\$30.00
Any King	\$20.00
Any 10	\$10.00

Stage 2

Grand Prize Amount: \$5,000 - \$10,000

Weekly Prize: \$50.00

Pay Cards Prize:

Any Deuce	\$50.00
Any Joker	\$100.00
Any Ace	\$30.00
Any King	\$20.00
Any 10	\$10.00

Stage 5

Grand Prize Amount: \$20,000 - \$40,000

Weekly Prize: \$200.00

Pay Cards Prize:

Any Deuce	\$250.00
Any Joker	\$700.00
Any Ace	\$30.00
Any King	\$20.00
Any 10	\$10.00

Stage 3

Grand Prize Amount: \$10,000 - \$15,000

Weekly Prize: \$75.00

Pay Cards Prize:

Any Deuce	\$100.00
Any Joker	\$200.00
Any Ace	\$30.00
Any King	\$20.00
Any 10	\$10.00

Stage 6

Grand Prize Amount: \$40,000 +

Weekly Prize: \$500.00

Pay Cards Prize:

Any Deuce	\$500.00
Any Joker	\$1,000.00
Any Ace	\$30.00
Any King	\$20.00
Any 10	\$10.00