

## Official Rules and Regulations for GHC Queen of Hearts Raffle

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**RULES AND REGULATIONS QUEEN OF HEARTS RAFFLE:** This raffle (“Raffle”) is being conducted by the Gads Hill Center (“GHC”), a not-for-profit organization. The Raffle is being conducted pursuant to the Illinois Raffles Act, 230 ILAFC 15/0.01 et seq., and the Chicago Municipal Code, all proceeds raised by the Raffle will benefit GHC in fulfillment of its educational and charitable missions. The Raffle Official Rules and Regulations (the “Official Rules”) are set forth below. By purchasing a Raffle ticket (a “Ticket”), the purchaser acknowledges that they are aware of, and agrees to be bound by, these Official Rules and GHC’s interpretation of any such Official Rules. GHC shall be solely responsible for interpreting and applying the Official Rules. GHC’s interpretation and application of such rules shall be final. GHC reserves the right to amend these Official Rules upon 10 days’ notice provided pursuant to an update provided on GHC’s website (<https://www.gadshillcenter.org/events>).

**Eligibility:** Any individual who is 18 years of age or older at the time the Ticket is purchased is eligible to enter the Raffle (“Eligible Entrant”). Members of the Young Professionals Board of the Gads Hill Center, their respective spouses and children living in the same household are excluded from participating in the Raffle and are ineligible to win a prize. All federal, state, and local laws and regulations apply.

**Raffle Board:** Required to utilize the Queen of Hearts raffle board. The board has been developed specifically for this Raffle. The board has a poker deck of 54 face down sealed numbered cards, which includes 2 Jokers. Under the sealed number cards is a randomly placed queen of hearts card.

**Prize:** Queen of Hearts is a progressive 50/50 raffle. When the queen of hearts is picked 50% of the Net Proceeds will go to a single winner. “Net Proceeds” means the gross receipts from the conduct of the Raffle, less the reasonable operating expenses incurred by GHC as a result of operating the Raffle. The maximum Raffle pot will not exceed \$4,000,000, subject to the City of Chicago Municipal Code. Total prize updates will be updated and displayed on Facebook at [www.facebook.com/gadshillcenter](http://www.facebook.com/gadshillcenter) and [www.gadshillcenter.org/queenofhearts](http://www.gadshillcenter.org/queenofhearts).

**Odds:** Probability varies based on ticket sales and the number of cards remaining on the Queen of Hearts board.

**Cost:** Tickets will be \$5.00 per ticket. Cash will be the only form of payment accepted.

**How to Enter:** The Tickets may be purchased by eligible persons at the Martin’s Corner located at 2058 W 22nd Pl, Chicago, IL 60608. All sales at Martin’s Corner will promptly end at 7:45pm on the night of the scheduled drawing. Cash will be the only accepted form of payment. All sales of Tickets are final. Entries that have been or appear to be tampered with are void. All contact information shall be legible on the Ticket including full name (no nicknames, abbreviations, or group names) and phone number. If the queen of hearts is not picked, ticket sales for the next Raffle will begin immediately following the weekly drawing. Only one eligible person may be entered in the Raffle per Ticket sold. If the name of more than one person is provided on a Ticket

entry form and that Ticket is selected as a winning ticket, then the person named first will be deemed as the holder of record of that Ticket and declared the winner. The division of any prize among a group of persons purchasing a Ticket in common shall be the sole responsibility of the person named as the holder of record of that Ticket should that Ticket be selected as a winner. GHC is not responsible for resolving any disputes that may arise from different individuals listed on a winning Ticket. Subject to availability, there is not limit to the number of Tickets that can be purchased by any eligible person. Neither GHC nor its directors, officers, employees, agents or other representatives assumes any responsibility or liability for lost, late, misdirected, mutilated, incomplete, illegible or undelivered entries, or any other failure to receive entries, or any failure to deliver a receipt of purchase prior to the drawing deadlines.

**Raffle Drawings:** The first drawing will be conducted on Friday, November 9, 2018, at 8pm local time by a representative of GHC. All subsequent drawings will be conducted every Thursday at 8pm local time by a representative of GHC. All drawings will be conducted at the Martin's Corner located at 2058 W 22nd Pl, Chicago, IL 60608. One Ticket will be drawn randomly (the "Drawing") from all the Tickets sold since the last Drawing. If the contact information is illegible, the Ticket will be discarded and a new Ticket will be drawn randomly. The number written on the Ticket will determine which of the 54 cards on the board is revealed. If no number is written on the Ticket, the lowest available number on the board will be chosen. If the number on the Ticket has already been picked, the lowest available number on the board will be opened. If the card that is revealed is not the queen of hearts, the game will roll over to the next week and that card will remain face up and unavailable for future selection. The progressive raffle may last 54 weeks. All other Tickets not selected will be destroyed immediately after the Drawing, except that, if the Queen of Hearts is revealed, the remaining Tickets shall be stored in a secured location until the Prize is collected. Entrants need not be present to win. All orders for Tickets must be received and/or purchased by the indicated deadline to be eligible for the applicable Drawing. In the event the Drawing cannot be conducted at the date, time, or location advertised by GHC for any reason, or if a prize cannot be awarded for any reason, representatives of GHC shall set a new date and location for a subsequent drawing.

**Notification of Winners:** GHC will have the sole discretion to determine whether an owner of a Ticket selected at the Drawing (the "Potential Winner") is an Eligible Entrant and otherwise eligible to win the Prize in accordance with these Official Rules (the "Official Winner"). As a condition of his or her right to collect a Prize and become an Official Winner, the Potential Winner must (a) deliver to GHC a signed statement certifying that the Potential Winner is the rightful owner of the winning Ticket or (b) provide Ticket receipt in accordance with these Official Rules and all applicable laws. The Potential Winner will be notified according to the contact information provided to GHC at the time of Ticket purchase. If GHC is unable to contact or locate the Potential Winner after reasonable attempts, or if the Prize cannot be awarded for any other reason, representatives of GHC shall conduct another drawing and select another Ticket in order to identify a new Potential Winner. In order to collect a prize, a winner must sign and deliver to GHC: (a) such written information as is required by any applicable tax and/or real estate laws, including, without limitation, Social Security Number or (b) proof of identity in forms satisfactory to GHC showing that the person claiming the prize is the same person who is named on the winning Ticket.

**Non-Deductibility of Ticket Purchase:** The IRS has taken the position that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently, the purchase of a Ticket does not qualify as a deductible charitable contribution.

**Taxes:** There may be federal, state and/or local tax consequences of winning a prize in the Raffle. Any and all taxes are the sole responsibility of the winner. Purchasers of Tickets are advised to consult their own tax advisors with respect to tax liabilities that may arise from winning a prize in the Raffle. The Potential Winner may be required to submit a W-2G, Form 5754 or similar tax form (provided by GHC) for tax withholding purposes and may be required to pay withholding tax in an amount required by IRS regulations.

**Terms and Conditions:** The Raffle is subject to these Official Rules. These Official Rules cannot be changed by any oral statement made by any employee, consultant or agent acting on behalf of GHC. By entering the Raffle, entrants accept and agree: (1) to be bound by these Official Rules and the decisions of GHC, which shall be final and binding; (2) waive any right to claim ambiguity in the Raffle or these Official Rules; (3) that GHC may use the entrant's name, photograph, likeness, statements, or voice for promotional or advertising purposes in connection with the Raffle in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, except where prohibited by law.

BY ENTERING THE RAFFLE, EACH ENTRANT RELEASES GHC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) CAUSED BY PARTICIPATING IN THE RAFFLE OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, AND EACH WINNER AGREES TO INDEMNIFY AND HOLD GHC HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE RAFFLE OR THE WINNER'S ACCEPTANCE OR USE OF ANY PRIZE. A RAFFLE ENTRANT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST GHC ARISING OUT OF THE SALE OF TICKETS OR THE CONDUCT OF THE RAFFLE SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR THEIR TICKET(S). IN NO EVENT SHALL GHC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR VOLUNTEERS BE LIABLE TO ANY PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THESE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES AND CONDUCTED IN CHICAGO, ILLINOIS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

**Cancellation/Termination of Raffle:** By purchasing a Ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that GHC has the right, in its sole discretion, to elect not to proceed with the Raffle for any reason whatsoever or for no reason. In such an event GHC will conduct one final drawing in which Tickets will be drawn until the Queen of Hearts is revealed on the board.

**Registration with the State of Illinois:** GHC has registered with the City of Chicago under Raffle License Number 1965170.