



ICGS Queen of Hearts Raffle

RULES AND REGULATIONS-Queen of Hearts Raffle: ("Raffle") is being conducted by Immaculate Conception Grade School ("ICGS"), a not-for-profit organization. The Raffle is being conducted pursuant to the Illinois Raffles Act, 230 ILAFC 15/0.01 et seq., and Chapter 31 of City of Elmhurst Municipal Code. All proceeds raised by the Raffle will benefit ICGS. The Raffle Official Rules and Regulations (the "Official Rules") are set forth below. By purchasing a Raffle ticket, the purchaser acknowledges that they are aware of, and agrees to be bound by, these Official Rules and ICGS's interpretation of any such Official Rules. ICGS shall be solely responsible for interpreting and applying the Official Rules. ICGS's interpretation and application of such rules shall be final. ICGS reserves the right to amend these Official Rules upon ten (10) days' notice posted on ICGS's website and/or otherwise published on social media.

Eligibility: Any individual who is 21 years of age or older at the time the ticket is purchased is eligible to enter the Raffle. ICGS Raffle committee members, 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 & Board Enclosure: The Raffle board(s) will be purchased through a 3rd party supplier. Boards are printed on sturdy card stock with 54 die-cut removable windows, numbered 1-54. Behind every window is a card image from a standard 54 card deck (52 cards plus 2 Jokers). To prevent any chance of "insider information", boards come sealed/ laminated with random card placements behind the windows. Nobody has knowledge of what is printed behind each window. The Raffle board will be displayed in a fully enclosed locking frame under camera surveillance. Only ICGS representatives are authorized to unlock the frame. 2 keys will be made and retained by ICGS.

Raffle Prize: The Raffle is a progressive 50/50 Raffle. When the Queen of Hearts is picked, 50% of the net proceeds will go to (1) winner. "Net Proceeds" means the gross receipts from the conduct of such Raffle, less the reasonable operating expenses incurred by ICGS to operate such Raffle. The maximum Raffle pot will be \$400,000 with a maximum payout of \$200,000 awarded to the winner, subject to the City of Elmhurst Municipal Code. Weekly total prize updates will be updated and displayed at Doc's Victory Pub, the ICGS school website, and on social media.

Alternate Prizes: Reveal a Joker or Non-Heart Queen and win \$100.00. All other weekly tickets pulled will win \$25.00 or have the option to exchange the monetary prize for 7 Raffle tickets for the next week's drawing. \$100 winners have the option to exchange their monetary prize for 40 Raffle tickets. If the winner chooses the monetary prize, they will be paid via check the day following the drawing. Odds: Probability varies based on ticket sales and number of remaining cards left on the Raffle board.

Ticket Prices: Tickets are 1 for \$5.00 or 3 for \$10.

How to Enter: Raffle tickets may be purchased by eligible persons during normal business hours at Doc's Victory Pub, 490 Spring Road, Elmhurst, IL 60126. Tickets may be purchased immediately after the weekly drawing and up until 30 minutes prior to the next week's drawing. All sales of tickets are final. Entries which 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 week's Raffle will begin immediately following the weekly drawing. Only one (1) eligible person may be entered in the Raffle per ticket sold. If the name of more than one (1) 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. ICGS is not responsible for resolving any disputes that may arise from different individuals listed on a winning ticket. An individual can purchase as many tickets as they may wish, subject to availability. Neither Doc's Victory Pub, ICGS, 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: Drawings will be conducted every Thursday at 7:30pm CST by representatives of ICGS at Doc's Victory Pub, 490 Spring Road, Elmhurst, IL 60126. Ticket sales will begin March 14th, 2019. The first drawing will be on March 21st, 2019. One ticket will be selected in a random drawing from all the tickets sold that week. If the contact information is illegible, a new ticket will be selected. The number on the ticket will determine which of the 54 cards on the board is opened. 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 a person does not put a number on their ticket, the committee will open the first available number on the board. If the Queen of Hearts is not selected, the game will roll over to the next week, and that card will remain face up and unavailable for future selection. Each week, all other tickets not selected will be destroyed. Entrants need not be present to win. Winners will be selected at random. 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 ICGS for any

reason, or if a prize cannot be awarded for any reason, representatives of ICGS shall set a new date and location for a subsequent drawing.

Notification of Winners: ICGS will 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 its right to collect a Prize and become an Official Winner, any Potential Winner must deliver to ICGS: (a) a signed statement certifying that the Potential Winner is the rightful owner of the winning ticket or provide ticket receipt in accordance with these Official Rules and all applicable laws. Winners will be notified according to the contact information provided to ICGS at the time of ticket purchase. If a selected winner is unable to be contacted or located after reasonable attempts by ICGS, or if the Prize cannot be awarded for any other reason, representatives of ICGS shall conduct another drawing and select another ticket to identify a Potential Winner. Official Winner must sign and deliver to ICGS: (a) such written information as is required by any applicable tax and/or real estate laws, including, without limitation, Social Security Number; (b) proof of identity in forms satisfactory to ICGS showing that the person claiming the prize is the same person who is named on the winning ticket. Official Winner may be required to submit a W-2G, Form 5754 or similar tax form (provided by ICGS) for tax withholding purposes and may be required to pay withholding tax in an amount required by IRS regulations.

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. Applicable 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. Winners may be required to submit a W-2G, Form 5754 or similar tax form (provided by ICGS) for tax withholding purposes and may be required to pay withholding tax in an amount required by IRS regulations.

Cancellation/Termination of Raffle: By purchasing a ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that ICGS 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 ICGS will conduct one final drawing in which tickets will be drawn until the Queen of Hearts location is determined on the board.

Registration: ICGS has registered with the City of Elmhurst under Raffle Control Number 4582, License Number 19 00020073. Permits are issued in 3-month increments. Permits cannot be extended or renewed. They must be reapplied for. If the Queen of Hearts is not chosen by the end of the 3-month period, ICGS will apply for a new permit to extend the Raffle 3 additional months. A new permit cannot be issued until the City of Elmhurst receives a financial report.

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 ICGS. By entering the Raffle, entrants accept and agree: (1) to be bound by these Official Rules and the decisions of ICGS which shall be final and binding; (2) waive any right to claim ambiguity in the Raffle or these Official Rules; (3) that ICGS 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 DOC'S VICTORY PUB, ICGS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS 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 ICGS 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 ICGS 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 DOC'S VICTORY PUB, ICGS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES 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.