

## Terms and Conditions

### KANSAS BIG BROTHERS BIG SISTERS 50/50 RAFFLE TERMS & CONDITIONS

Thank you for supporting the KANSAS BIG BROTHERS BIG SISTERS! **Your purchase of one or more Kansas Big Brothers Big Sisters (KSBBBS) 50/50 Raffle ticket(s) signifies your agreement to the following Terms & Conditions.** In the event of any dispute, a reasonable interpretation or determination by KSBBBS as to the application of these Terms & Conditions is final and binding. KSBBBS raffles are void where prohibited by law. This raffle is licensed by the State of Kansas under Raffle License # RAF000060.

#### Eligibility

To be eligible to purchase a ticket, you must be at least 18 years old and a living resident of the United States. The following persons, and their employees and "immediate family members", are not eligible to purchase a ticket: Officers, directors, and employees of KSBBBS, and Dunco Heating and Cooling, Inc.

"Immediate family members" includes the spouse, parents, grandparents, great-grandparents, brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse. This definition also includes individuals for whom an employee is the current legal guardian or individuals who are not legally related to but who reside with an employee, including "step" and adoptive relationships. The determinations of KSBBBS are final and binding with respect to any matter arising out of the interpretation or application of these terms and conditions.

A ticket purchased by an ineligible person is void, and cannot be a winning ticket. No refunds will be made to ineligible purchasers.

A ticket issued in exchange for a check returned for "insufficient funds," or for a credit card charge that was "declined," or reported as "invalid" or "stolen" is void, and cannot be a winning ticket.

#### Tickets

A ticket represents a chance to win the opportunity to accept an offer of the stated prize. All sales of tickets are final, and no refunds will be paid. Tickets, prizes, receipts, and any winner's rights are not transferable.

The IRS has ruled that a payment for a raffle ticket is a tax-deductible charitable contribution only to the extent the amount of the payment exceeds the price of the ticket.

#### The Drawing

The winning ticket for the prize will be selected by a random drawing. All tickets have an equal chance to win. Ticket purchasers need not be present to win. There will be a maximum of 1,000 tickets sold at \$10.00 per ticket.

#### Winner and Prize

One (1) winner receives half of the proceeds minus any reasonable administrative expenses from the 50/50 Raffle ticket sales during Gingerbread 2021 (half of the net proceeds); the other half goes to Kansas Big Brothers Big Sisters serving Douglas County.

At the time of the drawing a second alternate winning ticket will be drawn. If the winner cannot be contacted in thirty (30) days, does not accept the offered prize, does not accept the terms and conditions, or fails to complete the Winner Affidavit, then the alternate winning ticket holder will be contacted and given the opportunity to accept the prize.

If a winning ticket has more than one name on it, the prize will be awarded to the eligible individual whose name appears first on the ticket. That individual is solely responsible for allocating the value of the prize among the purchasers.

KSBBBS will notify the winner in writing by sending a Winner Affidavit ("WA") by certified U.S. mail, return receipt requested, to the mailing address provided by the purchaser. The winner must accept the prize, "as is," by signing the WA and returning it, and any required tax payments and forms, to KSBBBS within 7 days after the date the WA was received. If the winner fails to accept the prize, the prize is forfeited and no substitute or alternative prize will be provided. A forfeited prize will be awarded to the next winner that was selected in the drawings.

Acceptance of a prize constitutes permission for KSBBBS to use the winner's name, picture, video image, and relevant quotes to promote KSBBBS raffles, and agreement by the winner that the prize will not be used for fundraising for another charity.

The winner of each prize shall have no rights in or to the prize itself until he/she has timely executed the WA and returned it to KSBBBS and until delivery of the prize to the winner has been completed. Until that time, as between KSBBBS and the winner, each prize remains the sole property of KSBBBS. The winner accepting the prize or the substituted prize will take ownership subject to all applicable federal, state, and local restrictions.

**Taxes**

The value of each prize is includible in the winner's gross income, and is subject to reporting by KSBBBS to the Internal Revenue Service. Each winner is solely responsible for payment of all federal, state, and/or local income, sales, or use taxes due on account of his or her acceptance of the prize.

With respect to any prize whose value is more than \$5,000, the Internal Revenue Service requires KSBBBS to withhold federal income tax at the rate of 25%, and the winner must pay the amount of tax to be withheld to KSBBBS as a condition of transfer of ownership of the prize. KSBBBS will provide the winner with an IRS Form W-2G and will remit payment to the IRS on the winner's behalf. The winner is responsible for payment of applicable taxes, titling, and licensing fees prior to receiving the vehicle.

Winners should consult a tax professional.

**No Warranty**

Each winner accepts the prize "as is," and without recourse to KSBBBS, and to Dunco Heating and Cooling, Inc., with respect to any defect, injury, damage, or other problem that may arise or become apparent with respect to the prize.

**Limitation of liability**

Because KSBBBS has no right to control, nor exercises any control, over the personnel of any seller, or manufacturer of any prize, or any part of any prize, KSBBBS assumes no responsibility for any financial loss, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity that a winner may experience by reason of (1) performance or nonperformance by any supplier; (2) wrongful, careless, negligent, or unauthorized acts or omissions by any supplier or its employees, or by any other party not under the control of KSBBBS; (3) acts of God and acts or omissions of third parties; (4) mechanical or construction failures; or any other event or condition beyond KSBBBS's control. Each winner hereby releases and holds KSBBBS, *Dunco Heating and Cooling, Inc.*, harmless with respect to any claim based on any such occurrence.

KSBBBS, *Dunco Heating and Cooling, Inc.* shall in no event be liable for special or consequential damages arising from the use or ownership of any prizes.