

HAYS DUCK DERBY To Benefit Kansas Big Brothers Big Sisters

RAFFLE TERMS & CONDITIONS

Thank you for supporting the KANSAS BIG BROTHERS BIG SISTERS (KSBBBS) SERVING ELLIS COUNTY! **Your purchase of one or more Duck Derby raffle duck(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 duck, you must be at least 18 years old and a living resident of the United States. The following persons are not eligible to purchase a ticket: a) paid employees of Kansas Big Brothers Big Sisters.

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

A duck 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 duck.

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 and raffle eligibility.

Tickets

A duck represents a chance to win the opportunity to accept an offer of the stated prize. All sales of ducks 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 duck is a tax-deductible charitable contribution only to the extent the amount of the payment exceeds the price of the duck.

The Drawing

The Hays Duck Derby will be held on Wednesday, August 9, 2023, at the Hays Aquatic Park from 5:30 p.m. – 7:30 p.m. A maximum of 10,000 ducks will be entered in the race. Chances of winning depend on the total number of entries. After all ducks available for adoption have been assigned an owner, no more duck adoptions will be made.

Ducks will be launched into Hays Aquatic Park Lazy River starting at approximately 6:00 p.m. There will be at least 2 heats of approximately 3,500 ducks per heat. The top 500 ducks of each heat will compete in a Championship Race to determine the winning ducks for prizes. Winners will be announced at the Duck Race Awards Ceremony following the Championship Race.

All ducks entered are and shall remain property of Kansas Big Brothers Big Sisters. Once the ducks are launched, they are on their own. No attempt to interfere with any duck is permitted, unless deemed necessary by the race committee.

Kansas Big Brothers Big Sisters reserves the right to cancel the Duck Derby event and determine the winners by random drawing in the event of inclement weather, Acts of God, or other circumstances beyond Kansas Big Brothers Big Sisters' control.

Winner and Prize

A number will be written on the bottom of each duck relating to the number on the official Duck Adoption Tracking Sheets. The person's name appearing on the official Duck Adoption Tracking Sheets corresponding to the numbers on the first ducks in order of finish as gathered in the duck trap or collected will be awarded prizes. The final selection of the Grand-Prize winning duck and all secondary prize-winning ducks will be conducted by paid employees of Kansas Big Brothers Big Sisters, all of whom are not eligible to purchase a duck. The stated Grand Prize of \$10,000 will be offered to a single winner. The nine secondary prizes will be offered to nine single winners, in the order they are collected.

Winners will be announced at an Awards Ceremony following the Championship Race on August 9, 2023. Winners will also, where necessary, be notified by telephone, email and/or U.S. mail. If a winner does not claim his/her prize by August 31, 2023, or if Kansas Big Brothers Big Sisters is unable to contact a winner due to insufficient or illegible

contact information, or if a winner is deemed ineligible to win a prize, Kansas Big Brothers Big Sisters will select a substitute winner by random drawing of eligible numbers. All prizes will be awarded.

Positive identification will be required to claim any prize(s). Winners do not need to be present to win. Winners not in attendance will be notified by email, phone, and/or mail and must pick up their prize from Kansas Big Brothers Big Sisters by August 31, 2023.

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

KSBBBS will officially notify the grand prize and any secondary prize winners in writing with a Winner Affidavit ("WA") either by personal delivery or via 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 programs, and agreement by the winner that the prize will not be used for fundraising for another charity.

KSBBBS may, at its sole option, substitute a prize of equal or greater value if the stated prize is not reasonably available. The agreed upon fair market value of the prize will be provided on the WA.

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. If the prize awarded is a cash prize, KSBBBS will withhold all required taxes and the final payment of the cash prize will be the stated prize total less the taxes withheld. KSBBBS will provide the winner with an IRS Form W-2G and will remit payment to the IRS on the winner's behalf.

Taxes paid for the winner for non-cash prizes and taxes withheld from cash prizes may not constitute the entire amount of taxes and/or fees owed to the federal, state, or local taxing entities. The winner of any prize is fully liable for any and all taxes, fees, or other costs associated with prize winnings and beyond any amounts withheld by KSBBBS. **Winners should consult a tax professional.**

No Warranty

Each winner accepts the prize "as is," and without recourse to KSBBBS, its officers, directors, volunteers, staff, sponsors and other related entities 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, its officers, directors, volunteers, staff, sponsors and other related entities harmless with respect to any claim based on any such occurrence.

KSBBBS, its officers, directors, volunteers, staff, sponsors and other related entities shall in no event be liable for special or consequential damages arising from the use or ownership of any prizes.