## LAKEWOOD ATHLETIC BOOSTER 2017 CAR RAFFLE

By purchasing a ticket and entering the raffle, the participant accepts the following rules and conditions, as well as all applicable local, state and federal laws and regulations:

**ELIGILIBITY:** The Lakewood Athletic Boosters car raffle will begin January 23<sup>rd</sup> and end March 10<sup>th</sup> at 4:00pmEST (promotional period). The raffle is open to legal US residents who are 18 years of age or older at time of entry. Void where prohibited. All Lakewood Athletic Booster board members and their immediate family members are not eligible to participate.

**ENTRY:** During the promotional period, you may enter the raffle by purchasing a raffle ticket for \$25.00. For each ticket purchased, you will receive one entry into the drawing.

The purchase of a raffle ticket is not a tax deductible contribution.

Payment will be accepted through PayPal, on our secure website at <u>lakewoodathleticboosters.org</u>, or by purchasing a ticket in person at pop up events.

A maximum of 2000 tickets will be sold. You may enter as many times as you like.

In the event that we do not sell at least 1000 tickets, The Lakewood Athletic Boosters reserve the right to modify the raffle, withdraw the Grand Prize, and revert to a 50/50 raffle. If such a modification occurs, it will be posted on the web site.

**GRAND PRIZE**: The Grand Prize is a 2 year lease on a beautiful white 2017 Buick Encore. The sales tax and title fees will be included. The vehicle is being sponsored by Steve Barry Buick in Lakewood, Ohio. The car can be viewed at Steve Barry Buick).

The winner may also choose to forgo the Grand Prize of a new Buick Encore and opt to choose a \$10,000 cash option instead.

The winner is responsible to provide The Lakewood Athletic Boosters with a valid social security number, must complete all IRS and similar forms, and pay the 25% federal income tax withholding, prior to release of the vehicle. Lakewood Athletic Boosters will submit the taxes collected to the IRS and provide the winner a W-2G.

If the winner chooses the Cash Option as a Grand Prize, the winner is responsible for reporting the cash amount received to the IRS.

**DRAWING:** The winner will be determined by a random drawing of all eligible tickets received by the entry deadline. The drawing will be held on March 14<sup>th,</sup> 2017 at the Lakewood Winter Sports Awards Ceremony. The ceremony will be held at Lakewood High School at 6:00 pm (EST). The winner need not be present to win. In the event that the awards banquet is rescheduled for any reason, the new drawing date will be posted at *lakewoodathleticboosters.org*.

**WINNER:** The winner will be notified by phone or email based on the information received on the ticket. The name of the winner will be available to all on the website, *lakewoodathleticboosters.org*. The winner agrees to allow Lakewood Athletic Boosters to use their name, likeness and any statement made by them regarding the Grand Prize for advertising or publicity purposes without compensation.

The winner will need proof of a valid driver's license, auto insurance and social security number prior

to taking delivery of the vehicle. The winner will need to meet certain credit requirements in order to fulfill the lease agreement. If the winner is not able to meet credit requirements, a co-signer may be used. The winner may be required to complete and return an Affidavit of Eligibility and Liability Release.

**AWARDING OF PRIZE**: Lakewood Athletic Boosters will notify the winner after the drawing is complete on March 14, 2017. The winner will have 30 days to pay the 25% federal tax withholding, satisfy credit requirements, complete all applicable paperwork, including any tax forms, and pick up the vehicle. Failure to do so will void the entry and the Grand Prize may be awarded to an alternate in a subsequent random drawing.

## LIMITATIONS OF LIABILITY:

The Lakewood Athletic Boosters, each of its affiliates, their advertising and promotional agencies, and their board will be collectively referred to as "Releasee".

The Releasee is not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers or software, including without limitation, any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Raffle; inability to access the Entry Site or any pages thereof; theft, tampering, destruction or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website (including the Entry Site) or for any other reason whatsoever; typographical, printing or other errors; late, lost, stolen, mutilated, misdirected or postage-due mail, or any combination thereof. Illegible or incomplete entries will be disqualified. All Entries become the property of The Lakewood Athletic Boosters. False, fraudulent or deceptive entries or acts shall render entrants ineligible.

The Releasee shall not be liable to the Raffle winner or any other person for failure to supply the Grand Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Releasee's sole control.

By entering this Raffle, entrants agree that Releasee shall not be liable for personal injuries, death, dismemberment, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Raffle, or from acceptance of, possession of, or use or inability to use the Grand Prize or parts thereof, including without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, dismemberment, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The winner releases the Releasee from any and all liability and responsibility with respect to the Grand Prize (including any property loss, damage, personal injury or death). The winner acknowledges the Releasee have neither made nor are in any manner responsible for any warranty, representation or

guarantee, expressed or implied, in fact or in law, related to the Grand Prize.