



Canoe Raffle Fundraiser

WARNING: You must be 18 years of age or older and a resident in the State of Illinois at the time you purchase a ticket and enter this raffle. By purchasing a raffle ticket, you stipulate to the following Official Rules of the Friends of the Fox River's 2020 Canoe Raffle Fundraiser, ("the Raffle").

OFFICIAL RULES

The following are the Official Rules of the Friends of the Fox River (FOFR) 2020 the Raffle:

Eligibility: Eligible individuals who are at least eighteen (18) years of age and a resident in the State of Illinois at the time of entry may purchase raffle tickets for the Raffle. The Directors and staff of FOFR may buy and sell raffle tickets as agents of FOFR but are not eligible to win the prize. The Raffle is subject to all applicable federal, state and local laws, rules and regulations and is void where prohibited or restricted by law, rule or regulation.

1. **How to Participate:** There is no restriction on the number of tickets you may purchase for this Raffle. Online ticket sales will end at 8 p.m. Monday, August 10, 2020. With regard to any information that FOFR is required to retain by law, FOFR will retain in a manner consistent with the law. The purchaser must complete and submit all data and payment requested by the online ticket order form. All order forms and other material submitted by the entrant becomes the sole property of FOFR. FOFR reserves the right, in its sole discretion, to void any and all orders or tickets that FOFR raffle manager believes has attempted to tamper with or impair the administration, security, fairness or proper play of the Raffle or who is otherwise not in compliance with the Official Rules.
2. **Conduct of Raffle:** The entrant acknowledges and agrees: (a) that the Raffle is being conducted exclusively by FOFR in the State of Illinois and (b) that any donation of the prize or advertising of the Raffle should not be construed to suggest that any group other than FOFR is conducting the Raffle (i.e. Facebook or any other on-line platform).
3. **Odds of Winning:** The odds of winning the prize, a Northstar Northwind 16 canoe, depends on the total number of raffle tickets sold. Up to a maximum of 1,000 tickets will be sold for the Raffle.

4. **Taxes:** The Internal Revenue Service takes the position that no portion of the ticket price will qualify as a charitable contribution for income tax purposes. Moreover, the IRS and the Illinois Department of Revenue, the jurisdiction in which the Raffle is being conducted, treats the value of prizes won in a raffle as ordinary income for tax purposes. The Raffle winner may or may not be required to pay additional taxes to the IRS or the State of Illinois DOR. Any additional taxes required of the Raffle winner are the sole responsibility of the winner. Please consult with your tax advisor to determine your personal tax liability.
5. **Electronic Signature & Contract:** Each entrant acknowledges they have read the Official Rules of the Raffle and agree that by submitting the ticket order form to FOFR website, or buying tickets from an agent of FOFR, they will be contractually bound by the Official Rules of the Raffle upon acceptance of their payment.
6. **Selection of Winner:** A potential winner and two alternative winners shall be selected at 9 p.m. Monday, Aug. 10, 2020. The winner will be selected by a random draw by a representative of FOFR. Each ticket has an equal chance of winning. The entrant does not need to be present to win. Three tickets will be drawn: one winning ticket, an alternative winning ticket, and a second alternative winning ticket. FOFR will notify the potential winner, who will be announced as the winner of the Raffle, subject to verification of eligibility and compliance with these Official Rules. If FOFR cannot reach the owner of the winning ticket in five days or declines the canoe prize, FOFR will contact the first alternative winner. If the first alternative winning ticket is ineligible, cannot be reached or declines the canoe prize, the second alternative winner will be contacted. In the event all three winning ticket holders are ineligible or declines the raffle prize, additional winning tickets may be randomly selected from the undrawn tickets until the prize is awarded by FOFR to a winner.
7. **Qualification of Winner:** The potential winner will execute and return a liability release, IRS form W-9 (a W-8 BEN for non-U.S. residents), and a publicity release, within two days of FOFR notification. Non-compliance with any of the foregoing or these Official Rules, the inability to reach the potential winner within a reasonable time period, failure to return such documents within the specified time period, or the return of the prize, or a prize notification as undeliverable may result in disqualification. If the winner is unable to comply with these requirements at the sole discretion of the FOFR, additional winning tickets may be randomly selected from among undrawn tickets until the prize is awarded and received by the winner.
8. **Claiming Your Prize:** Once the winner is qualified, FOFR will coordinate the process of transferring the prize to the winner. The winner will be responsible for picking up the prize and transporting it safely, at the sole discretion of FOFR, from the pickup location. The pickup location will be within Kane County, Illinois.

9. **Winner's Release:** Entrant agrees that if he or she is selected as the winner, regardless of whether or not he/she is qualified as the winner, that FOFR, and any designee shall have the right and permission to use (unless prohibited by law) entrant's name, photograph and/or other likeness for advertising, promotion and any other purpose in any media or format, in perpetuity, without limitation and without further compensation, consideration, permission or notification to entrants or any third parties. Entrants shall hold FOFR harmless and indemnify FOFR for any loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse, including the transportation of the prize.
10. **Administration of Raffle:** The entrants acknowledge and agree that decisions made by FOFR will be final and binding on all matters relating to the Raffle. FOFR reserves the right, in its sole discretion, to modify, terminate or suspend the Raffle (or any portion thereof) should acts of God, unauthorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Raffle (or any portion thereof) and, in the event of termination, at its sole discretion, select a winner from those eligible tickets. FOFR reserves the right, in its sole discretion, to disqualify any person and void all associated orders and tickets of any person, without any reimbursement of any kind to any such person, who it believes has tampered with the order process, or any other component of the Raffle whose conduct or actions affect the administration, integrity, security, fairness or proper conduct of this Raffle, or who is in violation of these Official Rules. In the event a winner is not selected and FOFR cancels the Raffle because of any of the foregoing reasons, FOFR, in its sole discretion, may refund the entrants their money for their raffle ticket purchases.
11. **Privacy:** FOFR's Privacy Policy is on our website at: <https://friendsofthefoxriver.org/privacy-policy/>
12. **Arbitration:** As a condition of participating in the Raffle, entrants agree that (a) any and all disputes and causes of action arising out of or connected with the Raffle, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association before an arbitrator appointed by the Chicago, Illinois office of the American Arbitration Association. Such arbitration shall be held and conducted and the costs of any such arbitration shall be shared equally by both parties. However, notwithstanding the foregoing, each party shall bear its own costs of representation. The arbitrator shall have the authority to interpret these Official Rules in accordance with the laws of the State of Illinois and to enter his decision. Under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with ordering and purchasing the entrant's Raffle tickets), and entrant waives all rights to have damages multiplied or

increased. In the event that the entrant prevails in any such arbitration, his/her damages shall be limited to the actual amount that he/she paid for the tickets he/she purchased for the Raffle.

13. **Jurisdiction:** The entrant acknowledges and agrees that the Raffle is being conducted exclusively in the State of Illinois and that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, FOFR, and the Released Parties, in connection with the Raffle, shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, USA.

B. Raffle Specific Rules:

1. **Location:** The Raffle is being held pursuant to a raffle permit issued by Kane County, Illinois.
2. **Governing Law:** The Raffle is governed by the laws of the State of Illinois. The entrant and FOFR hereby agree each party's obligations are defined by these Official Rules.
3. **Ticket Prices:** Tickets are \$10.00 each.
4. **Winner Notification:** The winner will be selected at 9 p.m., Aug. 10, 2020, in East Dundee, Illinois. The entrant does not need to be present to win. The winner will be notified by FOFR.

friendsofthefoxriver.org

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Friends of the Fox River preserves, restores and protects the Fox River Watershed's resources by connecting people with nature through education, research, restoration and advocacy.