

Rules and Regulations for 50-50 Split Raffle

1. St. Ann's Family Carnival 50/50 Split Raffle is a *new event*.

The 50/50 Split Raffle is offered for the first time at St. Ann. 50% of the total sales given away in several (2-6) evenly divided prizes. There are 3000 tickets for sale at \$20 each. The target give away is 6 Prizes of \$5000, but the number of prizes and prize amounts depend on total sales. In the event that all tickets are not sold, **St. Ann Catholic Church reserves the right to decide the number of prizes and the prize amounts to equal 50% of the total sales.** All proceeds from this raffle will go to support St. Ann Catholic Church and its ministries.

The raffle contests will begin on July 1, 2019, and tickets may be purchased **online** through **September 27, 2019**, or until all tickets are sold. Tickets may be purchased online at **stanncharlotte.org/cash-raffle/** or at the church. Tickets can be purchased at the church until 5:30 pm on October 5, 2019. The drawing for the winner will be held on Saturday, October 5, 2019, at the end of St. Ann's Family Carnival (6:00 pm). This contest is void where prohibited by law. There is a limit of 3000 tickets that may be sold.

2. CONTEST ELIGIBILITY

The contest is open to all persons age 18 and over who have a U.S.A. address. The Grand prize winner need not be present to win. **St. Ann Catholic Church is a registered nonprofit 501 (c) (3). VOID WHERE PROHIBITED. By participating online the individual hereby certifies that they have verified that their locale permits participation in this activity. The participant agrees to indemnify and hold harmless St. Ann Catholic Church and the Roman Catholic Diocese of Charlotte from any and all costs incurred as a result of their participation in this activity, except as referred to herein.**

3. DETAILS OF CONTEST ENTRY AND PARTICIPATION

Contest ticket donation is twenty dollars (\$20) each with no additional fees **for** processing. The ticket purchase price does not qualify as a charitable contribution. All entries must include payment by credit card (Visa, MasterCard, Discover Card, and American Express Card). For all credit card purchases, the ticket purchaser must provide their full name, billing address, telephone number of the cardholder, the credit card number and expiration date per the requested information on the entry form. Subject to availability, purchasers may buy as many tickets as they wish. The ticket purchaser's ticket is filled out as soon as St. Ann's raffle coordinator receives the entry details. Tickets for online and in-person sales come from the same box of printed tickets. All tickets are of the same weight and size. **St. Ann Catholic Church** reserves the right, in its sole and absolute discretion to disqualify: false entries, entries suspected of being false, illegible entries, defective entries, incomplete entries, altered entry forms, and entries that do not include valid or complete payment. **St. Ann Catholic Church** is not responsible for printing errors in any contest-related material or for lost, late, misdirected or non-delivered or corrupt internet messages, or any other failure to receive orders or deliver receipts prior to the drawing deadline. **St. Ann Catholic Church** reserves the right to withdraw this offer at any time. If for some reason the contest is cancelled prior to the

drawing, all ticket purchases will be refunded.

4. PRIZES

The raffle Prizes to be determined by St. Ann Catholic Church to equal 50% of total sales split in several (2-6) evenly divided prizes. The winner of each prize is responsible for their taxes (federal and state). Any fees or other taxes, in connection with the cash prize, are the sole responsibility of the prize winner.

5. NOTIFICATION

The ticket purchaser whose raffle ticket is drawn at the Prize Drawing will be deemed the winner of the prize. The winner will be notified by email, telephone and/or U.S. Mail using the information provided on the Entry Form. If the winner cannot be located or fails to respond to attempts to contact them within thirty (30) days after **St. Ann Catholic Church's** first attempt to contact them, the winner will be deemed to have forfeited their prize. **Another winner will be drawn.** The prize may be forfeited if the second winner cannot be reached or cannot accept or receive the prize for any reason. The winner grants permission for the use of their name, photograph/likeness for advertising and promotion for this and similar promotions without compensation, unless prohibited by law.

6. RULES AND LIABILITIES

The contest is subject to these Official Rules. These Official Rules shall not be changed by any oral statement made by any person acting on behalf of **St. Ann Catholic Church**. By participating, raffle ticket purchasers agree to the following: 1. To be bound by these complete contest rules and the decisions of **St. Ann Catholic Church** shall be final and binding. 2. To waive any right to claim ambiguity in the contest or these Official Rules, except where prohibited by law. 3. By accepting the prize, the winner agrees to release **St. Ann Catholic Church**, its officers and members, representatives and agents, and any person or entity associated with the production, judging, or administration of the contest from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any contest-related activity or participation in this contest. 4. Except where prohibited by law, the winner's purchase of a ticket and acceptance of a prize constitutes permission for **St. Ann Catholic Church** to use the winner's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. 5. St. Ann Catholic Church and its Staff and their immediate family members are eligible.

7. TAXES

Taxes are the sole responsibility of the winner. The winner will receive an IRS Form W2G, and the amount of the winnings will be reported to the IRS of the awarded prize. The winner of each prize is responsible for their taxes (federal and state). Any fees or other taxes, in

connection with the cash prize, are the sole responsibility of the prize winner. The ticket purchaser is advised to consult his or her tax advisor(s) with respect to the tax liabilities that may arise from winning a prize in this contest. The ticket purchase price does not qualify as a charitable contribution.

8. PRIVACY POLICY

Ticket purchasers' information collected during a purchase will only be used to contact the winner of the contest and internally for future contests. No information will be sold or shared with any third- party websites or companies.

9. GENERAL CONTEST INFORMATION

St. Ann Catholic Church reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the contest or violating these Official Rules and reserves the right to cancel the contest should it suspect fraud or for reasons out of the control of **St. Ann Catholic**. Disputes regarding these Official Rules and/or this contest will be governed by the internal laws of the State of North Carolina. Any claim(s) or controversy between any of the contest participants and **St. Ann Catholic Church** arising out of or relating to the contest and or the contest rules and regulations will be settled by binding arbitration administered in Mecklenburg County, NC by the American Arbitration Association under its Commercial Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Caution should be taken for any attempt to deliberately damage or to undermine the legitimate operation of the contest. Any such attempts may be in violation of criminal and civil laws and will result in disqualification from participation in the contest. Should any attempt be made, **St. Ann Catholic Church** reserves the right to seek remedies and damages, including all fees, such as attorney fees and court costs, to the fullest extent of the law, including criminal prosecution. A contest winner's sole and exclusive remedy for any claim against **St. Ann Catholic Church** arising out of the sale of tickets or the conduct of the contest will be limited to the return of the purchase price paid for the ticket(s). In no event will **St. Ann Catholic Church** its directors, officers, agents or representatives be liable to any party for any loss or injury 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 damage.