

Lake Ozark Daybreak Rotary 15th Annual Car Raffle Official Rules and Regulations

Lake Ozark Daybreak Rotary Club (“DRC”), a tax exempt organization under Section 501(c) of the Internal Revenue Code, is conducting its 15th Annual Car Raffle to raise funds for local charities. The Rules and Regulations of the Raffle are set forth below. By purchasing a Raffle ticket, the purchaser agrees to be bound by these rules and regulations. DRC’s interpretation and application of these rules and regulations is final.

The Drawing for the Raffle will be held at The Magic Dragon Street Meet – Lake Ozark, MO (the “Event”). If the Event is cancelled, DRC shall select an alternate date and shall conduct the Drawing at that time. The drawing may be open to the public, but the winner does not need to be present to win.

A maximum of 2,500 tickets will be sold for the Raffle. The chances of winning are based on the number of tickets sold. Consistent with Internal Revenue Service (IRS) guidelines, no amount paid for chances in raffles, lotteries or similar drawings for valuable prizes are gifts, and consequently do not qualify as deductible charitable contributions.

The Prize winner of the Car shall assume all fees, local, state and federal taxes, sales tax, financing costs which must be paid prior to the Car being transferred to the winner. DRC takes no responsibility for any tax liabilities or costs. Consult your tax advisor. This offer is void where prohibited by law, and all federal, state, and local laws and regulations apply.

By entering this raffle, entrants accept and agree (1) to be bound by all the rules, limitations and restrictions set forth here and (2) that their names and/or likenesses may be disclosed to and used by the news media and may otherwise be used by DRC for publicity purposes and in lists of prize winners to be published in area newspapers and announced on the DRC raffle website. Other rules and regulations may apply. Please contact DRC if you have questions at raffle@daybreakrotary.org. DRC’s interpretation and application of the rules and regulations shall be final.

By entering this raffle, each participant releases DRC, its directors, officers, employees and agents from any and all liability for injuries, losses or damages of any kind caused by participating in the raffle or winning the prize or resulting from acceptance, possession, use or misuse of the prize, and the winner agrees to

indemnify and hold DRC harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of participating in the raffle or the winner's acceptance or use of the prize.

Tickets:

Individual raffle tickets are \$20 each. Only one method of payment, one name, and one mailing address are permitted per ticket. Only one eligible person may be entered in the raffle per ticket sold. If the name of more than one person is submitted with a ticket purchase, and that ticket is selected as a winning ticket, then the person named first will be deemed the holder of record of that ticket and declared the winner. Division of prize by a group purchasing a ticket in common shall be the sole responsibility of the person named as the holder of record of that ticket, should that ticket be selected as a winner.

DRC reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds". All defective or physically altered raffle tickets will be immediately disqualified by DRC. Prior to the Prize drawing, DRC will make a reasonable effort to notify the individual and/or entity that submits such an entry form or one which has been rejected because the credit card or check did not clear that the entry has been rejected by attempting to make contact through the information provided at the time of submitting the purchase request. All orders for tickets must be received and/or purchased by the indicated deadline. DRC assumes no responsibility for lost, late, misdirected or non-delivered mail or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines.

A raffle participant's sole and exclusive remedy for DRC's breach shall be limited to the return of the purchase price paid for his or her raffle ticket(s). In no event shall DRC, its directors, officers, employees, agents or representatives be liable to any party for any loss or injuries 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 damages.

How to Purchase:

An individual can purchase as many Raffle tickets as he or she may wish, subject to availability.

Raffle tickets may be purchased in person from DRC members, Raffle sponsors or by using the order form online at <https://www.daybreakrotary.org>. DRC reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds". No refunds are available. DRC assumes no responsibility for lost, late, misdirected, or any other failure to receive orders or deliver receipts prior to the drawing deadline.

Selection of Winners:

The Raffle Drawing will be held at the Event, from all eligible Raffle tickets. Winners need not be present to win. The winner will be notified according to the contact information

provided to DRC at the time of ticket purchase. If the Prize winner cannot be located within 48 hours of the Drawing, after making a reasonable attempt to make contact through the information provided at the time of purchasing the Raffle ticket, another winner will be selected. Once contacted, should the Prize winner not claim their prize within 15 days of the Prize drawing date, the Prize will be forfeited and another winner will not be selected.

In order to collect his or her prize, a Raffle ticket winner may be required to sign and deliver to DRC: (a) a sworn affidavit of eligibility in accordance with these Rules and applicable law, including without limitation that he or she is at least 18 years old at the time he or she purchased the winning Raffle ticket; (b) such written information as is required by any applicable tax and/or real estate laws, including without limitation his or her Social Security Number; (c) proof of identity in forms satisfactory to the DRC showing that the person claiming the prize is the same person who is named on the winning Raffle ticket.; and (d) the winning Raffle ticket stub.

Winning Odds:

The odds of winning a prize will depend on the number of Raffle tickets sold. The maximum tickets to be sold for the Raffle is 2,500. If fewer tickets are sold, the chance of winning the Grand Prize improves.

Eligibility:

Anyone 18 years of age or older at the time of the purchaser’s Raffle ticket purchase may enter. DRC staff, members of the Board of Directors and immediate family members residing in the same household are excluded from participating and are not eligible to win a prize. All federal, state, and local laws and regulations apply. The Raffle is void where prohibited or restricted by law. An affidavit of eligibility may be required from prize winners.

Prize:

The Prize to be given away in the Raffle is based on the number of tickets sold as follows:

Number of Tickets Sold	Prize
1-1,000	The Winner will receive 50% of the total ticket proceeds collected.
1,001 – 1,850	The Winner receives \$20,000 cash.
1,851 – 2500	The Winner may choose between a) the Grand Prize - a 2021 Chevrolet Camaro and b) \$20,000 cash.

The winner is also solely responsible for any and all state or local title, registration, or other fees associated with the vehicle, as well as insurance (proof of which must be shown prior to delivery) and pickup or delivery costs at the dealership.

General Terms and Conditions:

The Grand Prize will be transferred to the Prize winner “**as is, where is, and with all faults**”. **DRC does not make or provide any representation, guarantee or warranty, expressed or implied, in connection with the Car and accepts no liability or responsibility regarding the construction or condition of the Car. DRC does not warrant that the Car is of mercantile quality or that it can be used for any particular purpose. No express warranties are given and no affirmation of DRC by words and/or actions will constitute a warranty.**

DRC makes no guarantee that the Internal Revenue Service (IRS) will accept that value of the car for the purpose of determining any income tax that may be due from the winner. DRC takes no responsibility for any tax liabilities. Consult your tax advisor.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

By purchasing a raffle ticket and choosing to participate in the raffle, each raffle participant acknowledges and agrees that DRC has the right, in its sole discretion, to elect not to proceed with the raffle for any reason whatsoever or for no reason, and in such event, a participant’s sole and exclusive remedy shall be to receive a refund of the full price paid by such participant for each raffle ticket purchased, without interest.