

## **Siegel High School Band Boosters, Inc. 2016 Raffle**

### **To Benefit The Siegel High School Band Official Rules & Regulations**

#### **By participating, you agree that:**

The Siegel High School Band Boosters Raffle (the "Raffle") is a fundraising activity conducted by the Siegel High School Band Boosters, Inc. (Hereinafter "SHSBB") in support of the **Siegel High School Band**. These Official Rules & Regulations govern the conduct of the Raffle and together with the decisions of the SHSBB are binding on everyone who purchases a Raffle ticket and/or who is named on a Raffle ticket. These Official Contest Rules may not be waived, modified or supplemented except by the SHSBB in writing. No modification of these official contest rules shall be enforceable unless made by the SHSBB in writing and approved by the Board. These rules apply to any and all individuals selling Raffle tickets or anyone on the Raffle committee.

**GRAND PRIZE DRAWING:** The Grand Prize drawing for the Siegel High School Band Boosters Raffle will be held on Tuesday, December 13, 2016, at the annual Siegel High School Band Holiday concert in the Siegel High School auditorium and will be announced over the public address system. The deadline for ticket purchase will be 6:00 PM CDT, December 13, 2016, by cash payment only. Check and credit card payments will be accepted up to 7 days prior to the grand prize drawing event held on December 13, 2016, to ensure payment has been accepted and full entry into the drawing.

The SHSBB will conduct all drawings in accordance with the Raffle rules contained herein. The winning ticket will be drawn at random from a container containing all eligible Raffle tickets. The drawing for the prize is open to the public; however the winner does not need to be present to win. The price per ticket is \$10. The SHSBB, reserves the right, in its absolute discretion, to adjust the cash prize amount based upon total ticket sales.

All entries/tickets must be fully completed in order to be eligible including the printed name, address, phone number, and email of the entrant as agreeing to abide by the rules of the Raffle as prescribed by SHSBB.

**GRAND PRIZE:** SHS Band Boosters does not undertake to give advice on the legal or tax consequences of the Raffle, or its winner. However, it understands that the IRS position is that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions.

**The Grand Prize winner assumes and must pay all fees and charges, income taxes (local, state and federal taxes) when the cash prize is transferred to the winner. SHSBB assumes no responsibility for a prizewinner's tax obligations and suggests you consult your tax advisor. Form 1099 will be filed with the Internal Revenue Service to report the value of the prize won. All required forms will also be filed with the state of Tennessee Department of Revenue and Gaming Commission. The winner will also receive a copy of these forms. This offer is void where prohibited by law and all federal, state and local laws and regulations apply.**

**PRIZE AMOUNT:** The Grand Prize is a \$2500 cash prize awarded to one winning ticket as drawn.

By participating in this Raffle, all ticket purchasers and the person named on each Raffle ticket accept and agree (1) to be bound by all the rules, limitations and restrictions set forth here, and (2) that their name and/or likeness may be disclosed to and used by the news media and may otherwise be used by SHSBB for publicity purposes and naming of the prize winner to be published in area newspapers or other media including television, radio, web and print. The prize winner will be published on the SHSBB website (siegelband.org). SHSBB's interpretation and application of the rules and regulations shall be final.

By participating in this Raffle, each participant releases SHSBB, and each of their respective directors, officers, contractors and agents from any and all liability for injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use or misuse of any prize, and each winner agrees to indemnify and hold SHSBB and Siegel High School Band and each of their respective directors, officers, contractors and agents harmless from any and all losses, damages, costs, expenses, rights, claims and actions of any kind arising in connection with or as a result of the winner's acceptance or use of any prize.

**ELIGIBILITY:** Raffle ticket purchasers and the person named on a raffle ticket must be at least 18 years of age at the time of purchase. Raffle tickets may not be purchased in the name of a business, trust, corporation, or other entity, or wherever prohibited by applicable law. Members of the Board of Directors and officers of SHSBB or persons related by blood or marriage living in the same household are not eligible to win the Raffle. Prizewinners may be required to sign an affidavit of eligibility. Offer void where prohibited by law.

If the winner is not present at the drawing, SHSBB shall notify the winner by certified mail within seven (7) days of the drawing that the winner shall claim the prize within thirty (30) days of the original drawing at the event, or the date a winner is drawn in a subsequent drawing, should the winner decline for any reason.

If a winner does not wish to claim the prize but wishes to donate it to the SHSBB, the winner shall provide a written and notarized statement within the thirty (30) day period stating that the winner wishes to donate the prize to the SHSBB. The donor will then be required to sign a Donation Document created by SHSBB. A prize winner shall not donate the prize back to the SHSBB, if to do so would violate Tennessee state law. If a Raffle winner does not claim the prize or donate it to the organization within thirty (30) days after the drawing date, the organization shall notify the Office of Charitable Gaming and draw another ticket in the presence of "Office" personnel. The tickets shall remain under the control of SHSBB until a winner is identified and accepts the prize.

**REFUNDS:** All Raffle ticket sales are final. A Raffle participant's sole and exclusive remedy for SHSBB breach shall be limited to the return of the purchase price paid for his or her Raffle ticket(s). In no event shall SHSBB, or their respective directors, officers, contractors, members, committee members, agents, advisors, 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.

**TICKETS:** You have not entered the Raffle until your entry submission, with full payment, has been accepted by the SHSBB. Tickets are \$10 each and may be purchased solely from SHSBB or their authorized representatives. You may buy as many tickets as you wish. Each Raffle ticket will be entered separately in the drawing. Each Raffle ticket is a separate and equal chance to win the Grand Prize.

Any questions regarding the Raffle or the purchase of Raffle tickets can be directed to (615) 907-2722 or [siegelband.org](http://siegelband.org).

All sales are final. If for any reason the credit card payment does not clear the bank, the ticket purchase is null and void, the purchaser will be notified immediately of the problem and any cure to the problem shall be considered a new order and processed in the order received.

**TICKET AND PAYMENT VERIFICATION:** SHSBB reserves the right to reject any ticket request form that is submitted with payment that does not constitute "good funds". All defective or physically altered request forms are subject to disqualification at the discretion of SHSBB prior to the Grand Prize drawing, SHSBB will make a reasonable effort to notify any individual who submits such an entry form, or one which has been rejected because the check did not clear, that the entry has been rejected. All requests for tickets for the drawing must be received and/or purchased by the indicated deadline(s).

**Grand Prize Winner:** Winner notification will be made by announcement, telephone, mail and posted on the web page. The winner will need to provide proper identification (valid driver's license and social security number required for proper tax forms) to the satisfaction of SHSBB. A representative of SHSBB will assist in coordinating all the details with the winner regarding the delivery of the cash prize. Winner agrees to the use of his/her name, photograph or videotape likeness and statements for publicity purposes by SHSBB and Siegel High School Band and agrees to sign a publicity release without any further compensation.

**GRAND PRIZE AWARD IN EVENT OF NON-SELLOUT OF TICKETS:** The SHSBB, reserves the right, in its absolute discretion, to adjust the cash prize amount based upon total ticket sales. SHSBB reserves the right to cancel this Raffle contest at any time, in which event liability is limited to the refund of the ticket price to all participants.

**REGISTRATION WITH THE STATE OF TENNESSEE:** This Raffle is conducted for the benefit of the **Siegel High School Band** by SHS Band Boosters and authorized by the Secretary of State, Division of Charitable Solicitations and Gaming and the General Assembly of the State of Tennessee.