

## **2017 Eliminate Hunger Social Raffle Official Rules**

Lakeview Pantry (“LVP”), an Illinois nonprofit corporation and tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting a raffle (the “Raffle”) as part of the 2017 Eliminate Hunger Social (the “Event”) which will be held on April 27, 2017 at Barcocina, 2901 N Sheffield Avenue in Chicago from 7:00 p.m. to 10:00 p.m. All funds raised in the Raffle will go directly to benefit LVP. The rules (the “Rules”) set forth below, govern the Raffle, award of prizes, and participation in the Raffle.

These Rules bind every person who buys or holds a Raffle ticket (a “Ticket Holder”). By purchasing or holding a ticket, each Ticket Holder agrees (a) to be bound by these Rules and (b) that LVP’s interpretation and application of these Rules is conclusive and final. The Raffle drawings will take place on April 27, 2017 (the “Raffle Prize Drawing Date”).

### **Tickets**

Raffle tickets are sold in booklets of 25 tickets. The cost for one booklet is \$30. If purchasing two or more booklets, the booklets can be purchased for \$25 each. No more than 500 booklets will be sold.

The IRS has taken the position that amounts paid for chances in Raffles, lotteries or similar drawings for valuable prizes are not gifts and therefore do not qualify as deductible charitable contributions. However, a Prizewinner may deduct the cost of a winning ticket from the value of the prize awarded in determining the amount to include in gross income with respect to the prize.

### **Eligibility**

All Ticket Holders must (a) be at least 21 years old, (b) be a U.S. resident physically residing in the United States or District of Columbia, (c) attend the Event, and (d) not be precluded by Applicable Law (as that term is defined in the “Registration with the State of Illinois and Applicable Law” section of these Rules”) from holding or purchasing a ticket or participating in a raffle.

A person cannot be a Ticket Holder if such person or holder is a person (a) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List”) or under any statute or executive order or (b) who is acting, directly or indirectly, for or on behalf of any such person.

LVP reserves the right to require reasonable evidence of the eligibility of a Ticket Holder at any time and to void any ticket sold to a person who does not meet the eligibility requirements or who is precluded by applicable law from holding a ticket or participating in a raffle.

### **How to Purchase Tickets**

Eligible Ticket Holders may purchase Raffle tickets: (i) in person at the Event, (ii) by mail or in person at Lakeview Pantry, 3945 N. Sheridan Road, Chicago, IL 60613, (iii) online at <https://www.eventbrite.com/e/2017-eliminate-hunger-social-tickets-31387583106>, or (iv) by calling (773) 525-1777 and making arrangements with Ashley Friend. Eligible Ticket Purchasers may not purchase tickets by email or voice mail. At the time of purchase, eligible Ticket Holders must provide their name, address, phone number, credit card number, credit card security code and expiration date,

and such other information as LVP may require. All entries must include payment by check, money order, or credit card.

Tickets will be reserved in the order that payment is received. All payments will be deposited upon receipt. LVP reserves the right to reject any entry form that it deems defective, illegible, ineligible, or submitted without "good funds."

Purchasing tickets in advance of the Event does not guarantee that the tickets will be submitted for any prize. In order to participate in the Raffle, the Ticket Holder or authorized representative must have a valid ticket to enter the Event and be present at the Event to enter the ticket(s) in a Raffle drawing of his or her choosing to be eligible to win.

In accordance with Applicable Law, LVP will not mail Raffle tickets to Ticket Holders. Official tickets will be distributed to the Ticket Holders at the Event. To win a prize, Ticket Holders must possess a hard copy of the winning Raffle ticket in order to win and must be present at a drawing.

All Raffle ticket sales are final. LVP will make no refunds except under the following circumstances: LVP will return any payment that LVP receives after the Final Ticket Purchase Deadline. No other refunds are available except at the discretion of LVP. LVP 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.

### **The Drawings**

There will be 25 separate Raffle prizes at the Event, each with a declared value between \$75 and \$600. Ticket Holders may select whether and how to submit their tickets into the running for the available prizes. Tickets submitted into a drawing for one prize will not be eligible to win any other prize.

LVP will draw random raffle tickets to select a winner. These drawings will take place during the Event beginning at 8:00 p.m. There will be four drawings in approximately 30 minute intervals and end with the final drawing at 9:30 p.m. For all drawings, a designated host or emcee will draw the winning ticket at random under the supervision of LVP staff. Drawings will be open only to those individuals that have purchased a valid ticket to the Event.

Winners must be present to win. The host or emcee announcing each Raffle pull will repeat the winning number three times. The Ticket Holder with the winning ticket must announce himself or herself to the host or emcee during this time. If the winning Ticket Holder does not present himself, the host or emcee announcing the Raffle pull will randomly draw another raffle ticket as a prize winner. Once the host or emcee announcing the Raffle pull draws another raffle ticket the previous raffle ticket becomes ineligible for a prize and the person holding the raffle ticket will be deemed to have forfeited any claim to the winning prize. LVP reserves the right to pull another ticket and repeat the process until a winner appears to claim each prize.

### **Odds of Winning**

The odds of winning one or more prizes will depend on the number of tickets sold and submitted for each prize.

### **Non-Deductibility of Ticket Purchases:**

The IRS has taken the position that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently, the purchase of a Ticket does not qualify as a deductible charitable contribution.

### **Taxes:**

There may be federal, state and/or local tax consequences of winning a prize in the Raffle. **Any and all taxes are the sole responsibility of the winner.** Each purchaser of Tickets and each participant in the Raffle is advised to consult his or her own tax advisors with respect to tax liabilities that may arise from winning a prize.

### **Terms and Conditions:**

The Raffle and the LVP are subject to these Official Rules. These Official Rules cannot be changed by any oral statement made by any employee, consultant or agent acting on behalf of LVP. By entering the Raffle, entrants accept and agree: (1) to be bound by these Official Rules and the decisions of LVP which shall be final and binding; (2) waive any right to claim ambiguity in the Raffle or these Official Rules; and (3) that LVP may use the entrant's name, photograph, likeness, statements, biographical information, voice and city and state address for promotional or advertising purposes in connection with the Raffle on a worldwide basis and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, except where prohibited by law. Other rules and regulations may apply. Please contact LVP if you have any questions. The Raffle is void where prohibited by law.

**BY ENTERING OR PARTICIPATING IN THE RAFFLE, EACH ENTRANT RELEASES LVP, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) CAUSED BY PARTICIPATING IN THE RAFFLE OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, AND EACH WINNER AGREES TO INDEMNIFY AND HOLD LVP HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE RAFFLE OR THE WINNER'S ACCEPTANCE OR USE OF ANY PRIZE.**

**A RAFFLE ENTRANT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST LVP ARISING OUT OF THE SALE OF TICKETS OR THE CONDUCT OF THE RAFFLE SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER TICKET(S), AS APPLICABLE. IN NO EVENT SHALL LVP, 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.**

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