

**BIG BROTHERS BIG SISTERS OF SOUTHWESTERN ILLINOIS
TWENTY-THIRD ANNUAL HOUSE RAFFLE
OFFICIAL RULES**

GOOD ONLY IN THE U.S.A. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

This Twenty-Third Annual House Raffle (“Raffle”) is sponsored and conducted by Big Brothers Big Sisters of Southwestern Illinois (“BBBS”), an Illinois not-for-profit corporation with offices located at 2726 Frank Scott Parkway West, Belleville, IL 62223.

1. **Eligibility.** To purchase a certificate (“Certificate”) to enter the Raffle, you must be a legal resident of the 50 United States or District of Columbia and 18 years or older at the time of purchase of the Certificate. BBBS’ employees, officers, directors and their immediate families are ineligible from claiming a prize. Employees, officers and directors of Fulford Homes and Rice Sullivan, LLC. and their immediate families are also ineligible from claiming a prize. “Immediate family” is defined as any person, whether related or not, residing in the same household with those named above as ineligible to participate or claim a prize.
2. **How to Enter:** 3,900 Certificates will be sold at \$100.00 each. The IRS has taken the position that amounts paid for chances in raffles, lotteries or similar drawings are not gifts, and consequently do not qualify as tax deductible contributions.

Any one individual can purchase a Certificate, or any number of individuals can join in the purchase of a Certificate. Participants in a group entry must identify a single person as the individual to whom a prize will be awarded by BBBS. That name only must be listed as the entrant on the front of the Certificate and will be deemed the holder of the Certificate (the “Certificate Holder”). If the name of more than one (1) person is provided on a certificate purchase form, then the person whose name is listed first on the 2018 certificate purchase form will be deemed the Certificate Holder. The division of any prize among two or more persons jointly purchasing a Certificate shall be the sole responsibility of such persons. BBBS is not responsible for resolving any claims or disputes that may arise from or among the different individuals jointly purchasing a Certificate.

Only 3,900 Certificates will be sold. No Certificates will be sold after 4:59:59 p.m. Central Time on August 29, 2018. Certificates may sell out before that time. An individual may purchase as many Certificates as he or she may wish, subject to availability. Certificates cannot be bought in the name of businesses, trusts, corporations or other entity.

Forms to purchase Certificates are available on-line at www.bbbsil.org, are distributed from time to time in local media or may be requested by writing or in person at Big Brothers Big Sisters of Southwestern Illinois, 2726 Frank Scott Parkway West, Belleville, IL 62223 or by phone at (618) 398-3162.

Certificates may be purchased on-line at www.bbbsil.org; or by phone at (618) 398-3162; or by faxing a completed purchase form to (618) 398-3791; or by delivering a completed purchase form by mail or in person to Big Brothers Big Sisters of Southwestern Illinois, 2726 Frank Scott Parkway West, Belleville, IL 62223. Certificate purchases can be made with valid credit card or debit card (Visa, MasterCard, Discover) numbers, security code and expiration dates (subject to

any applicable legal or card issuer restrictions), or by check or money order payable to “**Big Brothers Big Sisters**”, or in cash in person at BBBS. Certificates cannot be bought by e-mail, voicemail, or by any other credit card, debit card, check card, “PayPal” or similar method. BBBS reserves the right to reject any purchase form that is submitted without proper payment or payment that does not constitute “good funds”, as determined in BBBS’ sole discretion.

All Certificates will be mailed by the United States Postal Service (USPS) and will serve as the receipt of purchase. All sales are final. No refunds will be made except under the following circumstances: any Certificate purchase form received after 3,900 Certificates have been sold or received after 4:59:59 p.m. Central Time on August 29, 2018. No other refunds are available except in the sole discretion of BBBS. Once a Certificate is purchased, if the buyer does not want to participate in the Raffle, then it will be considered a tax deductible donation to BBBS.

3. **Prize Drawings.** Prize drawings will be conducted under the supervision of the accounting firm of Rice Sullivan, LLC. All drawings are open to the public. Certificate Holders need not be present to win. Winners will be selected at random. For each drawing, prizes with the highest retail value will be drawn first progressing in order to the lowest retail value prize for the drawing. In the event that payment received does not constitute “good funds” as determined by BBBS, the winner automatically forfeits their right to claim a prize and a new Certificate will be selected under the supervision of Rice Sullivan, LLC.

Early Bird Drawing: An Early Bird Drawing for a \$1,000 prize will be held on July 12, 2018 from among all Certificates sold on or before 4:59:59 p.m. Central Time on July 12, 2018. The winner of the Early Bird drawing will still be entered for the First Prize and remaining prize drawings.

Drawings for the house (First Prize) and remaining prizes will be held on August 29, 2018 from among all Certificates sold on or before 4:59:59 p.m. Central Time on August 29, 2018. At the option of BBBS, the drawings for the First and remaining prizes may take place earlier if all 3,900 Certificates have been sold.

4. **Prizes.** 46 prizes with a maximum total retail value of \$224,700 will be awarded. Actual total retail value will depend on the choice of First Prize selected and/or awarded.

Early Bird Prize (1): \$1,000.

First Prize (1): If a minimum of 3,700 Certificates are sold by BBBS on or before 4:59:59 p.m. Central Time on August 29, 2018, the First Prize winner will be given a choice of (i) a Fulford Home, unfurnished, valued at \$205,000 and constructed on the winner’s choice of select lots in the Parkside subdivision in O’Fallon, Illinois (the “House”), or (ii) a one-time, lump sum cash payment of \$125,000. The First Prize winner must provide BBBS with written notice of his/her selection of the House or the alternate \$125,000 cash payment on or before 12:00 noon Central Time on September 7, 2018. If no notice is received by BBBS by such date and time, then the First Prize winner will be automatically deemed to have elected not to receive the House and elected to receive the alternate \$125,000 cash payment as full satisfaction of the First Prize. In the event the House is selected, an agreement of sale between the First Prize winner and Fulford Homes must be executed by 12:00 noon Central Time on September 21, 2018. If, after making the election to receive the House, the winner is unable to deliver to BBBS the required withholding amounts for taxes or any other items as are necessary to complete the transfer, as

determined in the sole discretion of BBBS and Fulford Homes, then BBBS may award the \$125,000 alternate cash prize instead of the House.

In the event that BBBS does not sell a minimum of 3,700 paid Certificates on or before 4:59:59 p.m. Central Time on August 29, 2018, BBBS reserves the right to substitute the First Prize as follows: After awarding the second through forty-fifth prizes, the remaining proceeds less all costs and expenses paid or incurred by BBBS in connection with the House Raffle will be split 50/50 between BBBS and the First Prize winner with the total prize to be equal or greater to the Second Prize winner.

2nd Prize (1): \$7,000.

3rd Prize (1): \$3,500.

4th Prize (1): \$1,000.

5th - 25th Prizes (21): \$200.

26th – 45th Prizes (20): \$150.

Odds of winning a prize depend on the number of Certificates sold. If all 3,900 Certificates are sold, the odds of winning the First prize are 1 in 3,900. If fewer Certificates are sold, the odds of winning the First Prize and all remaining prizes improve.

No substitute for prizes as listed. Prizes are non-assignable and non-transferable.

The House, if offered as the First Prize of the Raffle and selected by the First Prize winner, will be transferred to the First Prize Winner **“AS IS, WHERE IS, AND WITH ALL FAULTS.”** **BBBS DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE HOUSE AND ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE CONSTRUCTION OR CONDITION OF THE HOUSE. BBBS DOES NOT WARRANT THAT THE HOUSE IS OF MERCHANTABLE QUALITY OR THAT IT CAN BE USED FOR ANY PARTICULAR PURPOSE. NO EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF BBBS BY WORDS AND/OR ACTIONS WILL CONSTITUTE A WARRANTY.**

If the House is chosen and awarded as the prize, then the First Prize winner assumes all local, state and federal taxes (including, but not limited to, income taxes based on the value of the House, real estate taxes and any other taxes), fees and financing costs (including, but not limited to, closing costs, escrow fees, title insurance, and transfer taxes and fees) which must be paid at the time the House is transferred to the First Prize Winner. BBBS makes no guarantee that the First Prize winner will be able to sell the House for \$205,000, nor is there any guarantee that the Internal Revenue Service (IRS) will accept \$205,000 as the value of the House for the purpose of determining any income tax that may be due from the First Prize winner.

Prize winners are solely responsible for all local, state and federal taxes resulting from the income attributable to the receipt of any prizes. First and Second prize winners understand and agree that the prize winner must pay at the time of receipt of the prize, by means of cash payment or withholding from cash prizes, estimated federal and state income tax on all prizes having a value in excess of \$5,000. For any prizes valued at \$7,000 or more, BBBS will file IRS Form W2G with the Internal Revenue Service reporting the value of the prize as income to the winner. Prize winners should consult their professional legal and accounting advisors regarding the tax effects of their respective choices.

BBBS will make reasonable efforts to contact the person named on a winning Certificate, using only the information on the winning Certificate/purchase form. If despite those efforts the person named on a winning Certificate cannot be located within 30 calendar days after the drawing, or if any such person is ineligible under these Rules or applicable law, then that person will not be awarded the prize, no other Certificate will be substituted for that ticket and the prize will be retained by BBBS. Any prize that is not claimed within 90 calendar days after the drawing for that prize will not be awarded.

In order to collect his or her prize, a winner may be required to sign and deliver to BBBS: (a) a sworn affidavit of eligibility and publicity/liability release in accordance with these Rules and applicable law, including without limitation that he or she is a U.S. resident and at least 18 years old at the time of purchase of a Certificate; (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; and (c) a U.S. drivers license or other proof of identity in form(s) satisfactory to BBBS showing that the person claiming the prize is the same person who is named on the winning Certificate.

5. **General Terms and Conditions:**

a. The Raffle is 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 BBBS. To the extent information contained in these Official Rules, on the Certificate purchase form, on the www.bbbsil.org website or in any other media conflict, the terms and conditions of these Official Rules shall govern and prevail.

b. By entering the Raffle entrants accept and agree: (1) to be bound by these Official Rules and the decisions of BBBS which shall be final and binding in all matters related to the Raffle; (2) to waive any right to claim ambiguity in the Raffle or these Official Rules; and (3) that BBBS 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 and/or BBBS, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, on a worldwide basis, except where prohibited by law.

c. BY ENTERING THE RAFFLE EACH ENTRANT RELEASES BBBS, FULFORD HOMES AND RICE SULLIVAN, LLC, THEIR 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 BBBS, FULFORD HOMES AND RICE SULLIVAN, LLC. 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.

d. BBBS is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; for lost, interrupted, inaccessible, malfunctioning or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; for any damage to an entrant's computer system which is occasioned by accessing the BBBS website; or for the

incorrect or inaccurate capture of information or the failure to capture any information; or other errors of any kind, whether human or technical in nature. BBBS reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Raffle, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the fair operation of the Raffle, or to annoy, abuse, threaten or harass any other person, and BBS reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

e. By purchasing a Certificate each Certificate Holder and other participant acknowledges and agrees that BBBS 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 Certificate Holder's and participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such holder or participant for each Certificate without interest.

f. This Raffle is subject to all U.S. federal, state and local laws and regulations and is void outside the United States and where prohibited. By participating in this Raffle, each participant agrees that any and all issues, disputes, claims and causes of action arising out of or connected with the Raffle or any prize awarded shall be governed and construed in accordance with the laws of the State of Illinois, without regard to choice of law or conflict of law principles, and resolved individually, without resort to any form of class action, exclusively by an appropriate court located in St. Clair County, Illinois.

6. **Winners' List.** A list of winners will be posted publically to include, but not limited to, the BBBS' website (www.bbbsil.org) within 30 days of verification of all winners. A copy of the winners' list may be obtained by sending a self-addressed, stamped envelope to: Big Brothers Big Sisters of Southwestern Illinois, 2726 Frank Scott Parkway West, Belleville, IL 62223. Requests must be received by September 28, 2018.
7. BBBS has registered the Raffle with the St. Clair County Clerk's Office in Belleville, IL. The registration is available from the St. Clair County Clerk by contacting their office at 618-277-6600, Extension 2380 or visiting in person at the St. Clair County Courthouse, 10 Public Square, Second Floor, Belleville, IL 62220. Registration does not imply endorsement.