Effective as of July 8, 2026

2026 Batavia Rotary Charities (BRC) Raffle Privacy Policy, Terms, Rules, and Regulations

IMPORTANT

Please read the following BRC Raffle Privacy Policy, Terms, Rules, and Regulations (i.e., Terms of Use) (together referred to as the "Terms") carefully before participating in the BRC Raffle. By participating in the BRC Raffle and any associated online component or programs, features, and content (the "Raffle") operated or offered by or on behalf of BRC and on which these Terms appear, you are agreeing to be bound by the Terms. If you do not agree with the Terms, do not participate in the Raffle.

These Terms constitute a binding agreement between you and BRC and are accepted by you upon your participation in the Raffle. These Terms are the entire agreement between you and BRC regarding the Raffle and supersede and replace any prior agreements between you and BRC related to the Raffle. By participating in the Raffle, you represent that you are capable of entering into a binding agreement and that you agree to be bound by these Terms.

Privacy Policy

Information Collected from You - General Information:

- First and Last name.

- Email address and other identifiers.

- Phone Number

- Current Location (address, city, and state)

Security Measures

BRC implements technical and organizational measures in an effort to protect personal data from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into account the nature of the personal data that we process and risks associated with special categories of personal data we collect including encryption of your personal data and credit card information. BRC also does not store credit card information. BRC will not sell or share your information with any third parties other than to facilitate credit card purchases for processing purposes and the redemption of the raffle prize.

What We Use the Data For

BRC uses your data so that we can determine the winner of the raffle and contact the winner of the raffle. Your information may be used to contact you for promotional purposes like the following year's raffle and other fundraisers affiliated with BRC.

Data Retention Policy

In certain cases, we may need to retain personal information for purposes required under applicable law, for tax or audit purposes, or for other purposes permitted under law.

Policy Updates

BRC reserves the right to change or modify this Privacy Policy at any time. Any changes will be effective upon being posted unless we advise otherwise. If we make any material changes to this Privacy Policy, we will notify you by means of a notice or by email if you are registered prior to the change becoming effective. By continuing to participate in the BRC Raffle after changes are made to this Privacy Policy, you agree to such changes. We encourage you to periodically review this Privacy Policy for the latest information on our privacy practices. If you do not accept the terms of this Privacy Policy, do not register.

OFFICIAL BRC RAFFLE TERMS, RULES, AND CONDITIONS

The Batavia Rotary Club (“BRC”) Raffle ("Raffle") begins on September 1, 2026, and ends on November 21, 2026 ("Raffle Period") . The grand prize is the choice of $50,000 cash or a voucher for $50,000 that must be used to purchase a vehicle from Gerald Hyundai Inc., an Illinois corporation (“Gerald Hyundai”). The raffle drawing is November 21st at approximately 5:00 PM - 5:45 PM (CST) at Gerald Hyundai of North Aurora, 209 Hanson Blvd, North Aurora IL 60542. Notwithstanding the foregoing, the BRC reserves the right to alter the times, dates, and locations of the Raffle in its absolute discretion.

Delivery of the vehicle is from Gerald Hyundai of North Aurora, 209 Hanson Blvd, North Aurora, IL 60542 and the winner must coordinate the choice of vehicle and delivery of same with Gerald Hyundai of North Aurora. Six cash prizes totaling $6,000 will also be awarded. Awarding may take place at different times, dates, and intervals between September 1st and November 21st. All proceeds shall benefit local charities, and Rotary International Programs. A maximum of 1200 tickets will be sold. Tickets may be purchased by mail, internet (bataviarotarycharities.com) or from BRC members. A list of all prize winners will be posted on the raffle website on or about November 23, 2026.

The Raffle is Void where prohibited by law. Official drawing date and location is subject to change. All winners are responsible for all Federal, State and Local Taxes, if any, associated with Prize received as set forth more fully herein.

1. RAFFLE ELIGIBILITY.

The Raffle is open to all persons aged eighteen (18) years of age or older and over who have U.S. or Canadian addresses and are eligible to participate in the Raffle. Before purchasing a Raffle ticket, it is your responsibility to confirm that you are eligible to participate. Raffle may be prohibited by law in Alabama, Kansas, Utah, Hawaii, and other territories, states, or jurisdictions.

Members of the BRC and members of their family can purchase tickets and win the raffle. Winners need not be present to win.

2. DETAILS OF RAFFLE ENTRY & PARTICIPATION.

Raffle tickets ("Tickets") are one hundred ($100) dollars each. The ticket purchase price does not qualify as a charitable contribution. Personal checks should be made out to ”Batavia Rotary Club.” Internet and mailed entries and payment must be received by BRC no later than 6 PM (CST) on November 19, 2026. All entries must include an email address and payment by personal check, bank check, money order or credit card (Visa, MasterCard and Discover Card) payment. For credit card purchases, participants must provide their full legal name, billing address, email address and telephone number of the cardholder and the credit card number and expiration date per the requested information on the entry form. Any Entry Form and payment received after 1200 Tickets have been sold, will be returned. No other refunds will be

made, except as otherwise determined by BRC in its sole and absolute discretion. Subject to availability, those individuals who purchase Tickets ("Participants") may purchase as many Tickets as they wish. BRC reserves the right to disqualify false entries or entries suspected of being false, and any illegible, defective, incomplete or physically altered entry forms and entries that do not include valid or complete payment. BRC is not responsible for printing errors in any Raffle-related material, or for lost, late, misdirected or non-delivered mail or corrupt internet messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. All entries become the property of BRC and will not be returned.

3. PRIZES.

Grand Prize: The Participant whose ticket is selected for the grand prize ("Grand Prize Winner") may elect one of two options and only those options. The first option is a voucher from Gerald Hyundai in an amount not to exceed $50,000 less applicable taxes that can be used towards the purchase a vehicle of their choice among available inventory from Gerald Hyundai of North Aurora located in Illinois. Alternatively, the Grand Prize Winner may elect to receive $50,000 less applicable taxes ("Cash Grand Prize"). The Grand Prize Winner must make his or her election of the aforementioned options in writing to BRC at **info@BataviaRotaryClub.org** no later than twenty (20) days after the Grand Prize drawing. If the Grand Prize Winner fails to make this election in writing within twenty (20) days after the Grand Prize Drawing, the Grand Prize Winner shall automatically be deemed to have elected to receive the Cash Grand Prize. If the Grand Prize Winner fails to order the Vehicle and pay for any selected options (if any) within thirty (30) days after said notification, he or she will have been deemed to have elected to receive the Cash Grand Prize. In the event that the vehicle chosen by the Grand Prize Winner is an amount less than $50,000.00, the Grand Prize Winner shall not be entitled to the difference in the purchase price of the vehicle and the amount of the Grand Prize. For the avoidance of doubt, the amount of the voucher and the amount the Grand Prize Winner is entitled to shall be limited to the actual purchase price of the vehicle if the total purchase price of the vehicle is less than $50,000.00.

Notwithstanding the foregoing, BRC reserves the right to eliminate the voucher option and reduce the amount of the Cash Grand Prize if BRC sells less than 1000 Tickets. In that event, the Grand Prize Winner shall receive an amount not exceeding 45% of the gross amount received by BRC from the sale of Tickets.

BRC EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Grand Prize Winner acknowledges and represents this he or she understands that the purchase of the vehicle is "as is" and "where is" and without any obligation on the part of BRC as to the condition of the vehicle and without any guaranty or warranty of any kind or of any nature whatsoever. All terms and conditions related to the vehicle, including any characteristics, price, financing, or any other terms and conditions other than the voucher is between Gerald Hyundai and the Grand Prize Winner.

Participants understand that BRC will withhold taxes as required by Federal and State law. Accordingly, BRC will issue form W-2G for the fair market value of $50,000 in compliance with all rules, regulations, and statutes of the Internal Revenue Code of 1986 (the "Code") or such other amount required by the Code. Grand Prize Winner acknowledges expressly consents to the deduction from the Grand Prize all applicable withholdings in the sole and absolute discretion of BRC.

All winners of the Grand Prize are responsible for the payment of all federal, state, and local taxes. Any fees, expenses, or costs in connection with the Grand Prize are the sole responsibility of the Selected Winner.

If the Grand Prize Winner chooses the cash option, payment will be made in the form of a check (less applicable tax withholding for Federal and State taxes) made payable to the name provided on the Entry Form. BRC will issue IRS Form W-2G for the grand prize amount.

If the Grand Prize Winner chooses the vehicle option, a voucher will be issued in the amount of $50,000 less applicable tax withholding for Federal and State taxes in the name of the ticket purchaser. The winner will present the voucher to Gerald Hyundai when purchasing their vehicle. BRC will subsequently issue a check for the voucher amount payable directly to Gerald Hyundai.

Individual Cash Prize: Subject to the absolute discretion of BRC, there shall be cash prizes awarded to Participants in the advertised amounts. Individual Cash Prize drawings will take place at different intervals between September 1st and November 21st. BRC will issue form W-2G to the cash prize winners.

4. NOTIFICATION.

Participants whose Ticket number(s) are drawn will be deemed the winner of the prize for that particular selection (Individual Cash Prize and Grand Prize Winner each a ”Selected Winner”). Selected Winners will be notified by email, telephone and/or U.S. Mail using the information provided on the Entry Form. If any Selected Winner cannot be located or fails to return BRC’s attempts to contact him or her within fifteen (15) days after BRC’s first attempt to contact him or her, such Selected Winner will be deemed to have forfeited his or her prize. Another Selected Winner will not be drawn. The prize shall be forfeited if the Selected Winner(s) cannot be reached or cannot accept or receive the prize for any reason.

5. USE OF LIKENESS IN PROMOTIONAL MATERIALS.

Selected Winner acknowledges and agrees that BRC shall have the right to use the appearance, poses, likeness and/or any photograph or video of Selected Winner (collectively, their “Likeness”), as same may be exploited and exhibited in any and all media used by BRC, in perpetuity without any compensation to Selected Winner. These rights shall include the right to use Selected Winner’s Likeness for any advertising, promotion, and fundraising.

Selected Winner waives any right of inspection or approval of his or her Likeness or the uses to which his or her Likeness may be put, or any statements or inferences made about Selected Winner, or any part of the Likeness. Selected Winner expressly releases BRC and BRC’s agents, members, officers, employees and representatives, from all claims which Selected Winner has or may have for invasion of privacy, defamation, portrayal in a false light or any and all other causes of action arising in any way out of the use of Selected Winner’s Likeness.

Selected Winners acknowledge that the Likeness is the sole and exclusive property of BRC, and BRC shall be entitled to all rights of ownership and all rights of copyright in and to the Likeness. Selected Winner acknowledges that Selected Winner has volunteered his or her Likeness for the consideration listed above. I understand that BRC will be relying on this Release and expending money in connection with use of the Likeness and that Selected Winner shall not be entitled to terminate, rescind or cancel this

Release for any reason. Selected Winner acknowledges that no payments resulting from the use of the Likeness shall become due and owing to Selected Winner for any present or future uses or exploitations, and hereby releases BRC from any claims, obligations or liability relating thereto. Selected Winner acknowledges that the rights granted herein shall inure to the benefit of BRC, its affiliates and related entities, and its respective successors, licensees and assigns, and such rights are freely assignable by BRC.

Selected Winner hereby irrevocably and unconditionally releases, acquits, waives and relinquishes any and all rights to sue and forever discharges BRC and each of its directors, predecessors, successors, assigns, agents, members, officers, employees, representatives, attorneys, affiliates, clients and all persons acting by, through, under or in concert with any of them related to use of Selected Winner's Likeness.

6. PARTICIPANT RELEASE.

Participant irrevocably and unconditionally releases, acquits and forever discharges BRC and its respective members, officers, employees, directors, agents, representatives, and insurers, and each of their heirs, successors and assigns, as applicable (collectively, the "BRC Releasees") from any and all rights, claims, actions, suits, liabilities, charges, debts, demands, rights, contractual obligations, claims for benefits, agreements, promises, sums of money, accounts, bills, judgments, orders, executions, liens, damages, liquidated damages, costs, expenses, attorneys' fees and any other liabilities or obligations arising from the beginning of time through the date of the receipt of any prize by the Selected Winner, including without limitation claims arising out of or related to (i) any contract, agreement or understanding between them, and/or (ii) any other conduct by or actions of the BRC Releasees (all of the foregoing being hereinafter referred to as the "Claims"). PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE PARTICIPANT CLAIMS MAY INCLUDE, WITHOUT LIMITATION, CONTRACTUAL AND QUASI-CONTRACTUAL CLAIMS, TORT CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS FOR FRAUD AND BREACH OF FIDUCIARY DUTY), AND STATUTORY CLAIMS, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATION OR ORDINANCE.

IT IS EXPRESSLY UNDERSTOOD by Participant that by participating in the Raffle is a complete and final release of the BRC Releasees from any and all demands, claims, liabilities, obligations, indebtedness, costs, expenses, fees or other causes of action or any other losses whatsoever arising out of the Participant Claims including any unknown or unanticipated damages which may arise in the future.

Notwithstanding the foregoing, the release contained in this paragraph shall not release or apply to any rights or Participant Claims arising for non-payment of the prize to the Selected Winner.

7. TAXES.

Taxes, if any, are the sole responsibility of Selected Winner. Selected Winner hereby agrees and acknowledges that (a) he or she is solely responsible for any and all tax liabilities incurred by him or her or resulting from the Raffle, and (b) BRC has not made any representations regarding the tax ramification of the Raffle to Selected Winner. Each Participant is advised to consult his or her own tax advisor(s) with respect to the tax liabilities that may arise from winning a prize in this Raffle. Participant represents that he or she understands and acknowledges that purchasing a Raffle ticket does not qualify as a charitable contribution.

8. GENERAL RAFFLE CONDITIONS.

BRC reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Raffle or violating these Terms and reserves the right to cancel the Raffle should it suspect fraud or for reasons out of the control of BRC. Disputes regarding these Terms and/or this Raffle will be governed by the laws of the State of Illinois without giving effect to conflict of law principles, and jurisdiction and venue shall exclusively be the Sixteenth Judicial Circuit, Kane County, Illinois.

9. ALTERNATIVE DISPUTE RESOLUTION ("ADR"): In the event there is a dispute, claim, and/or other matters in question arising out of, or relating to these Terms or the breach thereof or default thereunder (the "Disputes"), the Participant hereto agrees to resolve the Disputes by utilizing alternative dispute resolutions methods as set forth in this paragraph and pursuant to 710 ILCS 5/1 et seq. The Parties shall negotiate in good faith to resolve Disputes, or any portion thereof, and if they are not able to resolve the Disputes fully, within 14 days following the notice of Disputes identified between the Parties, they shall submit the matter to binding arbitration with a neutral arbitrator, selected pursuant to the procedure set forth below:

The Parties' Counsel shall identify a neutral arbitrator, being a person who is licensed to practice law in Illinois with experience in representing not-for-profit entities and neither previously involved in, nor consulted with, these Terms or the basis of the Disputes. In the event the Parties' Counsel cannot agree upon a neutral arbitrator, the individuals identified by the Parties as their preferred arbitrator shall consult with each other and identify a single neutral arbitrator.

The Parties shall equally share in the costs of the arbitration. No discovery shall be permitted in the arbitration, and the Parties shall be permitted to submit, and respond to, a position paper that may set forth the applicable facts and legal argument, not to exceed ten (10) pages and exhibits they intend to introduce at the hearing. The arbitration shall take place over a single day period, with each party having an equal period of time to present and defend their positions, that will include examination, cross-examination and presentment of evidence. The arbitrator shall provide a written award, which shall be binding on the Parties.

10. LIMITATION OF DAMAGES. IN NO EVENT SHALL BRC OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, PARTNERS, OR ADVERTISERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE RAFFLE. IN NO EVENT WILL BRC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION OR INABILITY TO PARTICIPATE OR COLLECT ANY MONETARY AWARD RELATED TO THE RAFFLE EXCEED THE AMOUNTS YOU PAID TO BRC FOR PARTICIPATION IN THE RAFFLE.

BRC NOR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, PARTNERS, OR ADVERTISERS SHALL BE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH. WHERE ANY PROVISION IS EXPRESSED TO EXCLUDE OR LIMIT LIABILITY TO A GREATER EXTENT THAN PERMITTED BY APPLICABLE LAW, THAT PROVISION SHALL BE DEEMED TO ONLY EXCLUDE OR LIMIT OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.