

## Privacy Policy

- All user data, including credit card information, is encrypted on a secure page.
- No credit card information will be stored.
- Customer Information collected during a purchase will only be used to contact a winner of the raffle and internally for future raffles.
- No information will be sold or shared with any third-party websites or companies.

## OFFICIAL BRC CORVETTE RAFFLE RULES

The Batavia Rotary Club ("BRC") Corvette Raffle ("Raffle") begins on June 19, 2023 and ends on November 18, 2023 ("Raffle Period"). Raffle is licensed by the City of Batavia, IL. The raffle drawing is November 18, 2023 at approximately 5:00 PM - 5:45 PM (CST) at K.Hollis Jewelers, Boutique, & Wine Bar, 2030 Main Street, Batavia, IL 60510. The grand prize is the choice of a Base 2024 Corvette (1LT) Coupe (INVOICE PRICE) or \$50,000 cash. Delivery of the vehicle is from Bob Jass Chevrolet, 300 S. Main St. Elburn, IL. Eight cash prizes will also be awarded at \$500 each (including 3 Early Bird drawings). 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 20th, 2023. Funds for the 2023 Corvette Raffle will go towards the purchase of a 2024 Corvette from Bob Jass Chevrolet. The Raffle is Void where prohibited by law. Official drawing date and location subject to change. (All Winners are responsible for all Federal, State and Local Taxes, if any, associated with Prize received. Taxes will be withheld if the grand prize winner chooses the cash award.)

### 1. RAFFLE ELIGIBILITY.

The Raffle is open to all persons age 18 and over who have U.S. or Canadian addresses. Please check your state rules on purchasing a raffle ticket. Raffle may be prohibited by law in Alabama, Kansas, Utah, and Hawaii. Members of the BRC, as well as all of their families can purchase tickets and have a chance to win. 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 17th, 2023. All entries must include payment by personal check, bank check, money order or credit card (Visa, MasterCard and Discover Card) payment. For credit card purchases, the Winners must provide the full name, billing 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 discretion. Subject to availability, Winners 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. BRC reserves the right to withdraw this offer at anytime.

### 3. PRIZES.

Grand Prize: The Grand Prize Selected Winner will have the choice of a Base 2024 Corvette (1LT) Coupe (Grand Prize) or a \$50,000 cash prize ("Cash Grand Prize"). The election of this prize choice must be submitted in writing to BRC no later than twenty (20) days after the Grand Prize drawing. If the Grand Prize Selected Winner fails to affirmatively elect to receive a vehicle within this time period, he or she will be deemed to have elected to receive the Cash Grand Prize. If the Grand Prize Selected Winner elects to receive a vehicle, he or she must make a payment of tax, equivalent to the required tax withholding based on the fair market value of the Vehicle, as required by the Internal Revenue Service. BRC will issue a 1099MISC for the fair market value. The Grand Prize Selected Winner may select additional options of the Vehicle, but BRC will only pay the base cost as determined by Bob Jass Chevrolet as referenced above directly to the dealer and the Grand Prize Selected Winner assumes

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any additional expense. If the Grand Prize Selected Winner fails to order the Vehicle and pay for any selected options within thirty (30) days of the Notification, he or she will have been deemed to have elected to receive the Cash Grand Prize. The Vehicle is provided "as is" with no guarantees or warranties from BRC. The Vehicle is untitled and provided as New Condition by the Dealership with acceptable delivery mileage and will be supplied with the manufacturer's warranty and other guarantees as provided by the manufacturer. All winners are subject to relevant federal, state and local taxes and other expenses all of which are the responsibility of the Winners. The Grand Prize Selected Winner is responsible for the costs of title, all tax, license and registration fees if it is the elected prize, as well as all cost of transportation of the Vehicle and any costs involved in its transportation to the Winner's desired location or any and all costs of storage until its delivery. Any other fees or costs in connection with the Grand Prize are the sole responsibility of the Selected Winner. The Cash Grand Prize option will be in the amount of \$50,000. The other eight cash prizes will be delivered to Selected Winners by U.S. mail to the name and address provided on the Entry form. Payment will be done in the form of a check made payable to the name provided on the Entry Form. BRC will issue IRS Form 1099MISC for any prizes of \$600 or more. If final ticket sales fall below 1000 tickets of the maximum 1200 tickets produced for sale, BRC reserves the right to award the Grand Prize Winner a cash only Grand Prize not exceeding 45% of the total ticket dollar sales.

### **4. NOTIFICATION.**

Winner(s) whose Ticket number(s) are drawn at the Prize Drawing will be deemed the winner of the prize for that particular selection ("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 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 may be forfeited if Selected Winner(s): cannot be reached or cannot accept or receive the prize for any reason. Winners grant permission for the use of their names, photographs/likenesses for advertising and promotion for this and similar promotions without compensation, unless prohibited by law.

### **5. RULES & LIABILITIES.**

The Raffle is subject to these Official Rules. These Official Rules shall not be changed by any oral statement made by any person or otherwise acting on behalf of BRC. By participating, Winners agree to ALL of the following: 1. To be bound by these complete Official Rules and the decisions of BRC shall be final and binding. 2. To waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law. 3. By accepting a prize, Selected Winner agrees to release BRC, its officers, directors, employees, volunteers, members, representatives and agents, and any person or entity associated with the production, judging, or administration of the Raffle (collectively, the "Releases") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Raffle-related activity or participation in this Raffle. 4. Except where prohibited by law, the Selected Winner's purchase of a Raffle Ticket and acceptance of a prize constitutes permission for BRC to use said Selected Winner's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Raffle on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

### **6. TAXES.**

Taxes, if any, are the sole responsibility of Selected Winner. Selected Winner will receive an IRS Form 1099MISC and the amount of the winnings (at the Estimated Retail Value) will be reported to the IRS of any awarded prizes of \$600 or more. Each ticket purchaser 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. The ticket purchase price does not qualify as a charitable contribution.

### **7. 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 Official Rules, and reserves the right to cancel the Raffle should it suspect fraud or for reasons out of the control of BRC. Disputes regarding these Official Rules and/or this Raffle will be governed by

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the laws of the State of Illinois. Any Claim(s) or Controversy between any of the Raffle participants and BRC arising out of or relating to the Raffle and or the Raffle Rules and Regulations shall be settled by binding arbitration administered in Kane County, IL by the American Arbitration Association under its Commercial Arbitration Rules. Any Judgment on the award rendered by the arbitrator maybe entered in any court having jurisdiction thereof. Caution should be taken for any attempt to deliberately damage or to undermine the legitimate operation of the Raffle. Any such attempts maybe in violation of criminal and/or civil laws and will result in disqualification from participation in the Raffle. Should any attempt be made, BRC reserves the right to seek remedies and damages, including all fees, such as attorney fees and court costs, to the fullest extent of the law, including criminal prosecution. A Raffle Entrant's sole and exclusive remedy for any claim against BRC arising out of the sale of raffle tickets or the conduct of the Raffle shall be limited to the return of the purchase price paid for his or her raffle ticket(s). In no event shall BRC, its directors, officers, members, employees, agents or representatives be liable to any party for any loss or injury 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.