

# St. Ferdinand School Queen of Hearts Raffle

## Official Rules

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## Regulations

### Rules and Regulations for St. Ferdinand School Queen of Hearts Raffle

**“Raffle”:** The St. Ferdinand School (“SFS”) Queen of Hearts raffle is a progressive raffle being conducted by members of St. Ferdinand School. The raffle is being conducted pursuant to the Illinois Raffles Act 230 ILAFC 15/0.01 et seq. and the City of Chicago Municipal Code. All proceeds raised will be used to benefit St. Ferdinand School in its religious, educational and/or charitable missions. The Raffle Official Rules and Regulations are set forth below. By purchasing a Raffle ticket, the purchaser acknowledges that they are aware of the Official Raffle Rules and agrees to be bound by them. SFS shall be solely responsible for the interpretation of these rules, and that interpretation shall be considered final. SFS reserves the right to amend these official rules upon seven (7) days notice posted on the SFS school website.

**Eligibility:** Any individual who is 18 years of age or older at the time the Ticket is purchased is eligible to enter the Raffle. All federal, state and local laws and regulations apply. SFS Queen of Hearts committee members, their respective spouses and children living in the same household are excluded from participating in the Raffle and are ineligible to win a prize.

**Raffle Board:** Required to utilize the Queen of Hearts manufacturer raffle board purchased from a 3<sup>rd</sup> party supplier. The board has been developed specifically for the Raffle. The board for this Raffle Game has a poker deck of 54 face down sealed numbered cards, which includes 2 Jokers. Under the sealed number cards is a randomly placed queen of hearts card. The exact placement of the cards on any given board is unknown.

**Prize:** The Raffle is a progressive 50/50 raffle. The individual that selects the Queen of Hearts card will receive 50% of the net proceeds. “Net proceeds” is defined as the gross receipts from conducting the raffle, less the alternate prizes and other reasonable operating expenses incurred by SFS in conducting said Raffle. The maximum Raffle pot will be \$4,000,000 with \$2,000,000 awarded to the winner subject to the City of Chicago Municipal Code. Total Prize updates will be posted on the SFS Facebook page. 3 raffle tickets will be awarded as a “consolation prize” to the individual whose ticket gets picked but fails to reveal the queen of hearts. An additional \$50 will be awarded to the individual who uncovers the 1<sup>st</sup> Joker, and \$100 will be awarded to the individual that uncovers the 2<sup>nd</sup>. There are 2 Jokers per deck.

**COST:** Tickets will be \$5.00 per ticket. Cash will be the only form of payment accepted.

**Odds:** Probability varies based on ticket sales and the number of cards remaining on the Queen of Hearts Board.

**How to Enter:** Raffle tickets may be purchased by eligible persons at St. Ferdinand school office,

Raffle tickets may be purchased by eligible persons during the St. Ferdinand Fish Fry, 3131 N. Mason Ave, Chicago, IL 60634 on Fridays from 4:30PM – 7:00PM from 03/04/2022 through 04/08/2022. After the Fish Fry ends, the raffle will move to Ashley's Cafe (7500 W. Grand Ave., Elmwood Park IL 60707). Cash will be the only accepted form of payment. All sales of Tickets are final. Entries which have been or appear to be tampered with are void. All contact information shall be legible on the ticket including full name (no nick names) and phone number. If the queen of hearts is not picked, ticket sales for the next week Raffle will begin immediately following the weekly drawing. Only one (1) eligible person may be entered in the Raffle per Ticket sold. If the name of more than one (1) person is provided on a Ticket entry form and that Ticket is selected as a winning Ticket, then the person named first will be deemed as the holder of record of that Ticket and declared the winner. The division of any prize among a group of persons purchasing a Ticket in common shall be the sole responsibility of the person named as the winner of the Ticket. SFS is not responsible for resolving any disputes that may arise from different individuals listed on a winning Ticket. An individual can purchase as many Tickets as they may wish, subject to availability. Neither SFS nor its directors, officers, employees, agents or other representatives assumes any responsibility or liability for lost, late, misdirected, mutilated, incomplete, illegible or undelivered entries, or any other failure to receive entries, or any failure to deliver a receipt of purchase prior to the drawing deadlines.

**Raffle Drawings:** Will be conducted on Fridays during the Fish Fry at 7:15PM by a representative of SFS. (After Fish Fry raffle will move to Ashley's Cafe, drawings will be conducted at a time to be determined). One Ticket will be selected in a random drawing (the "Drawing") from the Tickets sold that week. If the contact information is illegible a new Ticket will determine which of the 54 cards on the board is opened. If no number is written on the Ticket or the number written on the Ticket has already been selected, the lowest available number on the board will be opened. If the queen of hearts is not selected, the game will roll over to the next week and that card will remain face up and unavailable for future selection. Each week, all other Tickets not selected will be destroyed. Entrants need not be present to win. Winners will be selected at random. All orders for Tickets must be received and/or purchased by the indicated deadline to be eligible for the application drawing. In the event the drawing cannot be conducted at the date, time or location advertised by SFS for any reason, or if a prize cannot be awarded for any reason, representatives of SFS shall set a new date and location for subsequent drawing.

**Time Frame:** The pot will continue to build until the Queen of Hearts is drawn; this could take up to 54 weeks.

**Notification of Winners:** SFS will have the sole discretion to determine whether an owner of an Entry selected at the Drawing (the "Potential Winner") is an Eligible Entrant and otherwise eligible to be the winner of the Prize in accordance with these Official Rules (the "Official Winner"). As a condition of its right to collect a Prize and become an Official Winner, any Potential Winner must deliver to SFS: (a) a signed statement certifying that the Potential Winner is the rightful owner of the winning Ticket or provide Ticket receipt in accordance with these Official Rules and all applicable laws. Winners will be notified according to the contact information provided to SFS at the time of the Ticket purchase. If a selected winner is unable to be contacted or located after reasonable attempts by SFS, or if the Prize cannot be awarded for any other reason, representatives of SFS shall conduct another drawing and

select another Ticket in order to identify a Potential Winner. In order to collect a prize, winner must sign and deliver to SFS (a) such written information as is required by any applicable tax and/or real estate laws, including, without limitation, Social Security Number, (b) proof of identity in forms satisfactory to SFS showing that the person claiming the prize is the same person who is named on the winning Ticket. Winners may be required to submit a W-2G, Form 5754 or similar tax form (provided by SFS) for tax withholding purposes and may be required to pay withholding tax in an amount required by IRS regulations.

**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. Purchasers of Tickets are advised to consult their own tax advisors with respect to tax liabilities that may arise from winning the Raffle. If the prize is more than \$5,000, Winners are required to submit a W-2G, Form 5754 (provided by SFS) for tax withholding purposes and may be required to pay withholding tax in the amount required by IRS regulations. The IRS requires a withholding of 28% of the winnings less the amount of the wager. Winnings will not be distributed until the W-2G has been completed and signed. If a Potential Winner is unwilling or unable to provide any of the listed items, the prize money will revert to the school. This may take up to two weeks. To donate the prize, the Winner must first take ownership of the prize, which means the appropriate W-2G must be issued and withholding taken (if applicable) prior to the donation being made and acknowledged.

**Cancellation/Termination of Raffle:** By purchasing a Ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that SFS has the rights, in its sole discretion, to elect not to proceed with the Raffle for any reason whatsoever or for no reason. In such an event SFS will conduct one final drawing in which Tickets will be drawn until the Queen of Hearts location is determined on the board.

**Registration with the State of Illinois:** SFS has registered with the City of Chicago under Raffle License Number 2718425

**THE QUEEN OF HEARTS COMMITTEE RESERVES THE RIGHT TO AMEND THESE RULES AS NEEDED PRIOR TO ANY WEEK'S DRAWING**

**PUBLICITY RELEASE:** BY ACCEPTING THE PRIZE FROM SPONSOR, EACH OFFICIAL WINNER HEREBY GRANTS SPONSOR AND SPONSOR'S DESIGNEES AND AFFILIATES, FULL PERMISSION TO USE THE OFFICIAL WINNER'S NAME, BIOGRAPHICAL INFORMATION, PHOTOGRAPH, VOICE AND/OR OTHER LIKENESS AND PRIZE INFORMATION ON A ROYALTY-FREE BASIS FOR ADVERTISING, TRADE, PROMOTIONAL AND ANY OTHER PURPOSES IN ANY AND ALL MEDIA OR FORMAT NOW KNOWN OR HEREAFTER DEvised, WORLDWIDE, AND ON THE INTERNET AND WORLD WIDE WEB, IN PERPETUITY, WITHOUT LIMITATION, AND WITHOUT FURTHER COMPENSATION, CONSIDERATION, PERMISSION, NOTICE, REVIEW OR APPROVAL, UNLESS PROHIBITED BY LAW.

**DISCLAIMER OF WARRANTIES:** EACH PRIZE IS AWARDED IN "AS-IS", "WHERE-LOCATED" CONDITION, WITHOUT WARRANTIES OF ANY KIND AND INCLUSIVE OF ALL PATENT AND

LATENT CONDITIONS. THE SPONSOR EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE PRIZE IN ANY WAY.

**RELEASE OF LIABILITY:** IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE RAFFLE, EACH PURCHASER OF A RAFFLE TICKET FORMING AN ENTRY HEREBY AGREES TO RELEASE AND DISCHARGE THE SPONSOR, THE CATHOLIC BISHOP OF CHICAGO, AN ILLINOIS CORPORATION SOLE, THEIR AFFILIATES AND ALL OF THEIR CLERGY, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS (COLLECTIVELY "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) CAUSED BY THE RAFFLE, THESE OFFICIAL RULES, PARTICIPATION IN THE RAFFLE OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.

**MANDATORY ARBITRATION AGREEMENT:** ANY CONTROVERSY OR CLAIM, OTHER THAN A CLAIM BY SPONSOR, OUT OF OR RELATING TO THE RAFFLE OR TO THESE OFFICIAL RULES MUST BE RESOLVED IN ACCORDANCE WITH THE BELOW ARBITRATION PROVISIONS. ANY PURCHASER OF A RAFFLE TICKET, INCLUDING BUT NOT LIMITED TO ANY ELIGIBLE ENTRANTS, POTENTIAL WINNERS OR OFFICIAL WINNERS, AGREES TO ARBITRATE ANY AND ALL CLAIMS AND DISPUTES RELATING IN ANY WAY TO SUCH PURCHASE AND/OR THE SELECTION OF AN OFFICIAL WINNER, AND/OR THE AWARD OF THE PRIZE, AND/OR THE DELIVERY OF THE PRIZE AND/OR THE RAFFLE GENERALLY ("ARBITRATION CLAIM"), THROUGH BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS CONSUMER ARBITRATION RULES, WITH ARBITRATION PROCEEDINGS TO BE CONDUCTED IN THE CITY OF CHICAGO. JUDGEMENT RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED BY THE SPONSOR IN ANY COURT HAVING PROPER JURISDICTION. SPONSOR MAY EXERCISE ANY LAWFUL RIGHTS TO SEEK PROVISIONAL REMEDIES OR SELF-HELP WITHOUT WAIVING THE RIGHT TO ARBITRATE BY DOING SO.

**CLASS ACTION WAIVER:** ALL PARTICIPANTS IN THE RAFFLE HEREBY AGREE TO WAIVE THE RIGHT TO A COURT OR JURY TRIAL. ARBITRATORS MAY NOT CONSOLIDATE THE ARBITRATION CLAIMS OF MULTIPLE PARTIES. ALL ARBITRATION CLAIMS AND DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. PRIOR TO INITIATION OF AN ARBITRATION PROCEEDING UNDER THIS SECTION, ANYONE INITIATING AN ARBITRATION CLAIM MUST FIRST PROVIDE AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO SPONSOR, WITH A COPY IN ALL INSTANCES TO THE ARCHDIOCESE OF CHICAGO, 835 N. RUSH STREET, CHICAGO, ILLINOIS 60611, ATTENTION: OFFICE OF LEGAL SERVICES. PRIOR TO ANY ARBITRATION PROCEEDING, SPONSOR MUST FIRST BE PROVIDED WITH A REASONABLE OPPORTUNITY TO RESOLVE ANY DISPUTE. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO ANY CLAIMS BELONGING TO SPONSOR ARISING OUT OF OR RELATED TO THE RAFFLE.

**LIMITATION OF LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST SPONSOR ARISING OUT OF THE RAFFLE, SALE OF RAFFLE TICKETS, AWARDING OF ANY PRIZES OR THE CONDUCT OF THE RAFFLE SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR ANY APPLICABLE RAFFLE TICKET(S), WITHOUT INTEREST. IN NO EVENT SHALL SPONSOR OR THE RELEASED PARTIES BE LIABLE TO ANY OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**INDEMNIFICATION:** IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE RAFFLE, EACH PURCHASER OF A RAFFLE TICKET FORMING AN ENTRY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES, DAMAGES, RIGHTS, CLAIMS, LIABILITIES AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF SUCH PURCHASER'S PARTICIPATION IN THE RAFFLE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.