

## **OFFICIAL 2021 CRF PORSCHE RAFFLE RULES**

The Clarence Rotary Club Foundation ("CRF") Porsche Raffle ("Raffle") begins on February 01, 2021 and ends on August 02, 2021 ("Raffle Period"). The New York License to Conduct Games of Chance number is GC14-207-535-08934. The raffle drawing is August 02, 2021 is at approximately 8 PM (EST) at the Clarence Town Park, 10405 Main Street, Clarence, NY 14031. The grand prize is the choice of a 2021 Porsche Macan (MSRP \$53,450.), 2021 Porsche Boxster (MSRP \$63,350) or \$45,000 cash. Delivery of the vehicle is at Clarence, NY. Fifteen (15) cash prizes of \$500 each will also be awarded along with a "Wolfe Pack" award of \$2500. All proceeds shall benefit the Veteran's Monument, healthcare, youth activities, scholarships and community projects. A maximum of 4000 tickets will be sold. Tickets may be purchased by mail, internet (clarencerotaryraffle.com) or in person. A list of all prize winners will be posted on the Clarence Rotary Facebook page and/or raffle website on or about August 03, 2021. The Raffle is void where prohibited by law.

### **1. RAFFLE ELIGIBILITY.**

All persons age 18 and over who have U.S. addresses are eligible to win the Grand Prize of a Porsche Macan or Boxster. All persons age 18 and over are eligible to win the Cash Grand Prize of \$45,000. Members of the CRF, 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") cost fifty (\$50) dollars each or three for one hundred (\$100) dollars. Wolf Pack purchase is three hundred (\$300) for nine tickets. The ticket purchase price does not qualify as a charitable contribution. Raffle Personal checks should be made out to "Clarence Rotary Club Foundation." Internet and mailed entries and payment must be received by CRF no later than 1:00pm (EST) on August 02, 2021. 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 Entrants 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 4000 tickets have been sold, will be returned. No other refunds will be made, except as otherwise determined by CRF in its sole discretion. Subject to availability, Entrants may purchase as many Tickets as they wish.

Tickets are non-transferable and can only be in the name of one (1) individual Entrant. Entrants may not sell, donate or otherwise transfer their Ticket(s) to anyone. Prizes will not be issued to anyone other than the one (1) Entrant whose name is on the Entry Form. CRF 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. CRF 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 CRF and will not be returned. CRF reserves the right to withdraw this offer at anytime.

### **3. PRIZES.**

Grand Prize: The Grand Prize Selected Entrant will have the choice of a 2021 Porsche Boxster or Porsche Macan (Grand Prize) or a \$45,000 cash prize ("Cash Grand Prize"). The election of this prize choice must be submitted in writing to CRF no later than twenty (20) days after the Grand Prize drawing. If the Grand Prize Selected Entrant 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 Entrant 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, to CRF in full in the form of money order or bank check, no later than thirty (30) days after the Grand Prize drawing. If the Grand Prize Selected Winner fails to make full payment of the aforementioned tax to CRF within the specified period, he or she will be deemed to have elected to receive the Cash Grand Prize. The Grand Prize Selected Entrant may select additional options of the Vehicle, but CRF will only pay the MSRP as referenced above directly to the dealer and the Grand Prize Selected Entrant assumes any additional expense. If after making the required tax payment in full to CRF, the Grand Prize Selected Entrant 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 and his or her tax payment on the Car will be returned to him or her in full by CRF. The Vehicle is provided "as is" with no guarantees or warranties from CRF. 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. The Grand Prize Selected Entrant is responsible for costs of title, tax, license and registration fees if it is the elected prize, as well as transport of the Vehicle and any costs involved in its transport and or storage. Any other fees in connection with the Grand Prize are the sole responsibility of the Selected Entrant. The Cash Grand Prize option will be in the amount of \$45,000. CRF will deduct tax withholdings as required by the Internal Revenue Service and the Selected Entrant will receive the net amount after this withholding. Fifteen Prize Entrants will receive \$500 each, Wolf Pack winner will receive \$2500. Cash prizes will be delivered to Selected Entrant by U.S. mail or overnight carrier, in CRF's sole discretion, 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.

### **4. NOTIFICATION.**

Entrant(s) whose Ticket number(s) are drawn at the Prize Drawing will be deemed the winner of the prize for that particular selection ("Selected Entrant"). Selected Entrants will be notified by email, telephone and/or U.S. Mail using the information provided on the Entry Form or to the operator (Notification). If any Selected Entrant cannot be located or fails to return attempts to contact him or her within fifteen (15) days after CRF's first attempt to

contact him or her, such Selected Entrant will be deemed to have forfeited his or her prize and another Selected Entrant will not be drawn. Each Selected Entrant may be asked to send an affidavit of eligibility / liability / publicity release ("Release"). Selected Entrant(s) must provide all information requested to be eligible to win, including proof of age, proof of identity showing that the person claiming the prize is the same Entrant named on the winning Ticket and the winning Ticket stub. Unless restricted by law, each Selected Entrant will be required to complete and return the Release within thirty (30) days after the Raffle drawing. The prize may be forfeited if Selected Entrant(s): (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) 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 acting on behalf of CRF. By participating, Entrants agree to ALL of the following: (a) To be bound by these complete Official Rules and the decisions of CRF shall be final and binding. (b) To waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law. (c). By accepting a prize, Selected Entrant agrees to release CRF, 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 "Releasees") 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. (d) Except where prohibited by law, the Selected Entrant's purchase of a Raffle Ticket and acceptance of a prize constitutes permission for CRF to use said Selected Entrant'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 are the sole responsibility of Selected Entrant. For non-cash prizes, the Selected Entrant will be required to make payment to CRF of the total tax due prior to collection of the prize as noted in the Official Rules. For cash prizes, CRF will deduct the required tax holdings and the Selected Entrant will receive the net amount of the cash prize less the respective tax withholdings. Selected Entrant will receive a W2-G and the amount of the winnings (at the Estimated Retail Value) and backup withholding if required will be reported to the IRS of any awarded prizes and the required tax withheld. 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.

## **7. GENERAL RAFFLE CONDITIONS.**

CRF 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 CRF. Disputes regarding these Official Rules and/or this Raffle will be governed by the internal laws of the State of New York. Any Claim(s) or Controversy between any of the Raffle participants and CRF arising out of or relating to the Raffle and or the Raffle Rules and Regulations shall be settled by binding arbitration administered in Buffalo, NY 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 civil laws and will result in disqualification from participation in the Raffle. Should any attempt be made, CRF 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 CRF 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 CRF, its directors, officers, 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.

## **8. TICKETS VIA EMAIL**

Entrants who purchase online, by telephone or with the flyer will be sent a Ticket via email only that will identify the purchaser's Ticket number. The original Ticket will be retained by CRF and the stub entered into the drawing along with the stubs of all other Tickets sold.