## BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT.

- 1. <u>Sponsor</u>. HavenHouse St. Louis ("HHSTL") is the sponsor of The "Designer Handbag" Raffle (the "Raffle"). HHSTL is a 501(c)(3) non-profit organization. The purpose of the Raffle is to raise funds for the operation of HHSTL and related activities of HHSTL.
- 2. <u>Raffle Overview</u>. The Raffle begins on Monday, September 28, 2020 and ends on Friday, October 23, 2020, or when tickets are sold-out, whichever occurs first.
- 3. <u>Eligibility</u>. Any person 18 years of age or older, residing where the Raffle is not prohibited by law, may purchase a ticket ("Ticket") to be entered in the Raffle (such person shall be herein known as the "Ticket Holder"). An affidavit of eligibility may be required from Ticket Holders who win a prize. HHSTL staff and their immediate family members (in this instance known as spouses and children residing in their household) are prohibited from purchasing Tickets.
- 4. <u>Rules</u>. By purchasing a Ticket, each Ticket Holder accepts and agrees to be bound by all the rules, limitations, conditions, and restrictions set forth herein (the "Rules"), as well as all applicable local, state, and federal laws and regulations. HHSTL's decisions in all matters concerning the Raffle and its interpretation and application of the Rules shall be final. Please contact HHSTL if you have questions regarding the Rules or the Raffle. The Raffle is void where prohibited by law.
- 5. <u>Tickets</u>. The cost to purchase a Ticket for the Raffle is \$75.00 (U.S. Dollars only). A maximum of 200 Tickets will be sold. Each Ticket has one number. Any eligible person may purchase more than one (1) Ticket. Odds of winning depend on the number of valid Tickets sold and the number of prizes available. Tickets will not be sold after 11:59 p.m., Central Daylight Time ("CDT"), Friday, October 23, 2020 (the "Deadline). Any unsold Tickets become the property of HHSTL. A Ticket is not valid and shall not be entered in the Raffle until full and satisfactory payment for such Ticket is received by HHSTL; such Payment must be received by HHSTL on or before the Deadline. Tickets are not transferable once purchased. Any ticket(s) purchased after the 200 Ticket limit has been reached but prior to HHSTL's removal of the online order form will be invalid, and HHSTL will within approximately 72 hours of the purchase contact the purchaser to provide the purchaser the option of either converting the invalid purchase to a tax-deductible donation to HHSTL or having the purchaser's payment refunded. The IRS has taken the position that amounts otherwise paid for chances in raffles, lotteries, or

similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions.

- 6. <u>Failure of Payment</u>. If a Ticket Holder's payment by credit or debit card is declined by the bank for any reason, such Ticket Holder's Ticket shall be invalid and will not be entered in the raffle drawing the "Raffle Drawing" unless full and satisfactory payment is made by the Deadline. HHSTL will endeavor to notify the invalidated Ticket Holder by phone at the phone number **provided via the website when purchasing the Ticket**; however, any failure to do so shall not cause the Ticket to become valid, cause the Ticket to be entered in the Raffle, or give rise to any claim or cause of action on behalf of the invalidated Ticket Holder.
- 7. <u>Multiple-Party Tickets</u>. In the event that more than one name is listed on a Ticket, the first name listed shall be deemed to be the Ticket Holder. Delivery or payment of the prize shall be made to the Ticket Holder. It is the responsibility of the Ticket Holder to allocate any such prize among the participants in a multiple-party Ticket, and HHSTL, its directors, officers, employees, and agents (collectively, the "HHSTL Parties"), shall have no liability for any failure to do so.
- 8. Raffle Drawing. The Raffle Drawing shall take place on four (4) consecutive days, beginning the first Monday after all Tickets are sold or on Monday, October 26, 2020, whichever comes first, and ending within five 5 days and in no event later than Friday, October 30, 2020, absent extenuating circumstances. In order to be eligible for the Raffle Drawing, a Ticket Holder must have purchased and paid for their Ticket online before the Deadline. Four (4) winners will be randomly chosen in sequential order, 1 through 4, one winner per day each of the four (4) consecutive days of the Raffle Drawing, and the winner of each prize ("Winner") will be the Ticket Holder who has purchased a valid Ticket whose name and Ticket number matches the name and Ticket number chosen that day. The 1st Winner will be randomly chosen the 1st day of the Raffle Drawing and will have their choice of one (1) prize from the four (4) available. The 2<sup>nd</sup> Winner will be randomly chosen the 2<sup>nd</sup> day of the Raffle Drawing and will have their choice of one (1) prize from the three (3) prizes remaining. This process will repeat until the 4<sup>th</sup> consecutive day of the Raffle Drawing, at which time the 4<sup>th</sup> Winner will be randomly selected and be awarded the one (1) prize that remains. TICKET HOLDERS NEED NOT BE PRESENT TO WIN. After a Ticket is selected as a Winner, such Ticket will be removed from subsequent Raffle Drawings. There is no substitution of prizes. If the Raffle is held, all prizes will be awarded. If the Raffle is not held, all money will be returned to the Ticket Holders.

- 9. <u>Notification of Winners</u>: HHSTL will specify a time that the Raffle Drawing will be held each day. The Raffle Drawing will be recorded and broadcasted "live" over the internet, at the specified time, and HHSTL will provide a URL to Ticket Holders and others who may choose to view the Raffle Drawing as it takes place. HHSTL shall also notify each Winner of his/her assigned ordinal rank (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>) within 1 hour of the Winner being randomly selected from the respective day's Raffle Drawing, or as soon thereafter as possible. Winners will be notified by phone and by email at the number and email address **provided via the website when purchasing the Ticket** (a "Winner Notification"). The name of each day's Winner will also be available at HHSTL and online at www.HavenHousestl.org within approximately 24 hours of that day's Raffle Drawing.
- 10. Claiming a Prize. After receiving a Winner Notification, the 1<sup>st</sup> Winner will have until one (1) hour prior to the next day's Raffle Drawing to notify HHSTL which prize she/he is selecting. Like the 1<sup>st</sup> Winner, the 2<sup>nd</sup> Winner and each subsequent Winner, once receiving a Winner Notification, will have until one (1) hour prior to the next day's Raffle Drawing to notify HHSTL which prize she/he is selecting. Any Winner who fails to choose a prize by notifying HHSTL by or before one (1) hour prior to the next day's Raffle drawing forfeits her/his right to select a prize before that same Raffle Drawing, and the Winner of that same Raffle Drawing will be given the opportunity to choose her/his prize prior to the previous Winner who failed to notify HavenHouse within the timeframe specified; HHSTL will move forward with contacting the next Winner who may select from the remaining prizes. Any Winner who fails to notify HHSTL within 48 hours from her/him being selected as a Winner forfeits her/his right to choose a prize: No prize will be awarded, and a new Winner will be randomly selected. Winners may retrieve their prize from HHSTL at 1973 Craigshire Road, St. Louis, MO, 63146 or contact HHSTL to arrange shipment at HHSTL expense. Prizes cannot be redeemed for cash.
- 11. Obligations of Winning Ticket Holders. Except as otherwise provided herein, each Ticket Holder who wins a prize is responsible for all costs associated with such prize, including, but not limited to local, state, and federal taxes that may be applicable. Ticket Holders are advised to consult with a tax advisor to determine any tax liabilities.
- 12. <u>Releases</u>. By purchasing a Ticket, each Ticket Holder releases the HHSTL Parties from any and all liability with respect to the Raffle, including, but not limited to, the selection process and the interpretation and application of the Rules, and from any and all liability for injuries, losses, or damages of any kind caused by any prize or resulting from acceptance, possession, use, or misuse of

any prize. Each Ticket Holder agrees to indemnify and hold the HHSTL Parties harmless from any and all losses, damages, rights, claims, and actions of any kind arising in connection with or as a result of the winner's acceptance or use of any prize. Each Ticket Holder agrees that his/her name, likeness, and any statements made by him/her regarding the prize may be disclosed to, and used by, the news media and may otherwise be used by HHSTL for advertising or publicity purposes without compensation, and in lists of prize winners that may be published in news publications and other media.