

Ronald McDonald House Charities of the Ohio Valley
3540 Washington Avenue
Evansville, IN 47714
OFFICIAL CONTEST RULES

Ticket Price: One (1) ticket: \$100.00

2023 Tickets available

Ronald McDonald House Charities of the Ohio Valley

IN Gaming Commission Gaming License number: 013073

IN Gaming Commission Gaming Reference number: 158573

501(c)(3) Non-profit organization

EIN # 35-1748468

By participating, you agree to these official rules, which are a contract.

1. **Sponsor.** Ronald McDonald House Charities of the Ohio Valley (RMHC of the Ohio Valley) is the sponsor of the "Pappy Flight" Raffle (the "Raffle"). The purpose of this Raffle is to raise funds for the operation of, related activities and mission support of RMHC of the Ohio Valley.
2. **Raffle Overview.** RMHC will be holding a Raffle of various bourbons with prizes listed as follows:
 - a. **Grand Prize:** Pappy Van Winkle's Family Lineup Collection Bundle (Total of six bottles) The Family Lineup includes:
 - i. One bottle of Pappy Van Winkle 10 Year
 - ii. One bottle of Pappy Van Winkle 12 Year Lot B
 - iii. One bottle of Pappy Van Winkle 15 Year
 - iv. One bottle of Pappy Van Winkle Family Reserve Rye
 - v. One bottle of Pappy Van Winkle's 20 Year Family Reserve
 - vi. One bottle of Pappy Van Winkle's 23 Year Family Reserve.
 - b. **Second Place Prize:**
 - i. W.L Weller four bottle bundle set
 - c. **Third Place Prize:**
 - i. Blanton's three bottle bundle set
 - d. **Fourth Place Prize:**
 - i. Heaven Hill Bourbon Collection
3. **Ticket Sales.** Raffle ticket sales begin June 19, 2023. The Raffle Drawing will be held October 15, 2023 at 2 p.m. central standard time. Raffle Drawing will take place at RMHC of the Ohio Valley, 3540 Washington Avenue, Evansville, IN 47714.
4. **Eligibility.** Any person 21 years of age or older, residing where the Raffle is not prohibited, may purchase a ticket ("Ticket") to be entered in the Raffle (such person shall be herein known as a "Ticket Holder"). RMHC of the Ohio Valley reserves the right to require proof of age upon the purchase of a Ticket and reserves the right to refuse

to sell a Ticket to any individual not believed to be an eligible participant. An affidavit of eligibility shall be required from the Ticket Holder who wins the prize. If the Ticket Holder who wins is not eligible, then such winning Ticket Holder will not receive the prize and RMHC of the Ohio Valley will draw until an eligible Ticket Holder is selected.

5. **Raffle Rules:** 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. RMHC of the Ohio Valley's decisions in all matters concerning the Raffle and its interpretation and application of the Rules shall be final. Please contact RMHC of the Ohio Valley if you have questions regarding the Rules or the Raffle. The Raffle is void where prohibited by law.
6. **Taxes:** This section has been prepared for rules and regulations informational purposes only, and is not intended to provide, and should not be relied upon for tax, legal or accounting advice. You should consult your own tax, legal and accounting advisers before engaging in any transaction. Each Ticket Holder acknowledges that he or she has been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle ticket does not qualify as a deductible charitable contribution. The winner of the Raffle is responsible for any and all federal, state, and local taxes, fees, and other government assessments on the awarded prize (except as noted in Paragraph 23.). Further, each winner acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each prize is claimed will be followed.
7. By participating in this Raffle all Ticket Holders accept and agree that their names and or likenesses may be used by news outlets, on social media and may otherwise be used by RMHC of the Ohio Valley, for publicity purposes and naming of the prizewinner ("Winner"). Name may be published in area newspapers or other media outlets, including but not limited to, television, radio, web, social media and print. The Winner may be published on the RMHC of the Ohio Valley website and social media outlets. RMHC of the Ohio Valley's interpretation and application of the rules and regulations shall be final.
8. **BY PURCHASING A TICKET, EACH TICKET HOLDER RELEASES RMHC OF THE OHIO VALLEY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, 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, MISUSE OF ANY PRIZE AND EACH TICKET HOLDER AGREES TO INDEMNIFY, DEFEND AND HOLD RMHC OF THE OHIO VALLEY HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES), ARISING IN THE CONNECTION WITH OR AS A RESULT OF THE WINNER'S ACCEPTANCE OR US OF ANY PRIZE. BY PARTICIPATING IN THE RAFFLE, EACH TICKET HOLDER RELEASES RMHC OF THE OHIO VALLEY AND EACH OF ITS RESPECTIVE DIRECTORS, OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS FROM ANY AND ALL**

LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR POSSESSION, USE OR MISUSE OF ANY PRIZE, AND EACH WINNER AGREES TO INDEMNIFY AND HOLD RMHC OF THE OHIO VALLEY AND EACH OF ITS RESPECTIVE DIRECTORS, OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, 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.

9. These Official Contest Rules may not be waived, modified, or supplemented unless such waiver, modification or supplementation is made in writing by RMHC of the Ohio Valley
10. **Tickets:** The price per ticket is \$100.00. A maximum of 2023 tickets will be sold. No minimum number of ticket sales required for the drawing to be held, but no more than 2023 tickets will be sold.
11. Each Ticket shall have a unique serial number. Any eligible person may purchase more than one ticket. There is no limit on how many Tickets one person may purchase.
12. Odds of winning depend on the number of valid tickets sold. The IRS has taken the position that amount paid for chances in raffles, lotteries, or similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions.
13. A Ticket is not valid and shall not be entered in the Raffle until full and satisfactory payment for such Ticket is received by RMHC of the Ohio Valley.
14. Tickets are not transferable once purchased.
15. Per Indiana Gaming Commission statute, Tickets must be purchased using check or cash. Cash transfers using Venmo can be accepted
16. All raffle ticket sales are final.
17. Per Indiana Gaming Commission statute, Tickets cannot be purchased over the internet or using online vendor companies and/or their software.
18. **Raffle Drawing.** The winning ticket will be drawn on October 15, 2023 by RMHC of the Ohio Valley at random from a hopper containing stubs of all eligible raffle tickets. The drawing for the prize will be streaming LIVE on Facebook.
19. The Raffle Drawing will be open to any Ticket Holder.
20. The Winner need not to be present to win.
21. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted.
22. **Multiple-Party Tickets.** In the event that more than one name is listed on a Ticket, the first name listed shall be deemed the Ticket Holder. Delivery or payment of the prize will be made to the Ticket Holder. It is the responsibility of the Ticket Holder to allocate any such prize among the participants in the multiple-party Ticket and RMHC of the Ohio Valley, its directors, officers, employees, and agents, shall have no liability for any failure to do so.

23. **Claiming the Prizes.** Winning Ticket Holders will be notified using the information provided on the Ticket stub. RMHC of the Ohio Valley will notify the winner by October 31, 2023. The winners shall claim their respective prize within 30 days of the drawing. If any prize is not claimed with such thirty-day period, then the prize shall be deemed to be forfeited by the winning Ticket Holder. The name of the winner will be available at RMHC of the Ohio Valley and online at RMHCohiovalley.org.
24. **Obligations of the Winning Ticket Holders.** The Ticket Holders who win any of the prizes are responsible for all costs associated with such prize, including, but not limited to registration, licensing, and any other applicable fees, as well as all local, state, and federal taxes that may be applicable. Notwithstanding the above, RMHC of the Ohio Valley agrees to pay *only on behalf of the Grand Prize winning Ticket Holder*, required withholding based on the value of such Grand Prize for federal tax purposes as an additional benefit to the Grand Prize winning Ticket Holder with no expectation of reimbursement from the Grand Prize winning Ticket Holder. All of the winning Ticket Holders shall remain responsible and liable for payment of all, or any additional, required federal taxes, as well as any and all other applicable costs, fees and taxes. The winning Ticket Holders agree to cooperate with and provide all necessary information to RMHC of the Ohio Valley for purposes of completing all necessary tax forms, including without limitation IRS forms W-2G and 5754. The winning Ticket Holders shall claim their respective prize in person at the offices of RMHC of the Ohio Valley or arrange an alternative method of claiming the prize
25. **Disputes and Governing Law.** The Raffle shall be governed by the laws of the State of Indiana without giving effect to any choice of law or conflict of law rule of any jurisdiction. Any claims regarding the Raffle that are not released, must be brought in the State or Federal Courts in Vanderburgh County, Indiana, and Ticket Holder hereby consents to the personal jurisdiction of such courts for the purposes of any such action. The Raffle is void outside the United States and where prohibited by law. Each Ticket Holder agrees that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any prizes awarded, shall be resolved individually, without resorting to any form of class action; (2) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this raffle, but in no event attorneys' fees, court cost or any other cost or expenses for any legal representation or legal action arising from or relating to the Raffle; and (3) under no circumstances will Ticket Holder be permitted to obtain awards for, and Ticket Holder hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.