

## **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 WFAA RAFFLE RULES**

The Woodstock Fine Arts Association (WFAA) Raffle ("Raffle") begins on June 14, 2024 and ends on August 5, 2024 ("Raffle Period"). Raffle is licensed by the City of Woodstock, IL. The raffle drawing is August 6 at approximately 12:30 PM to 12:45 PM (CDT) at the Stage Left Cafe, 121 W. Van Buren Street, Woodstock, IL 60098. The grand prize is a two-hour Geneva Lake cruise for 25 people aboard the yacht Polaris with \$200 open bar and appetizers. Valid any two hours Sunday - Friday, or daytime on Saturday through October 31, 2025. Donated by Patti and Dana Mecum. Second Prize is a two-hour Trial Boat Club Membership for eight people. Valid through September 15, 2024. All proceeds shall support Woodstock Fine Arts Association's missions: College scholarships, the Creative Living Speaker Series and restoration and maintenance of the Woodstock Opera House. A maximum of 500 tickets will be sold.

Tickets may be purchased only online at ([woodstockfinearts.org](http://woodstockfinearts.org)). A list of all prize winners will be posted on the WFAA website on or about August 9, 2024. 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.)

### **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 WFAA, 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 twenty dollars (\$20) dollars each or three (3) for fifty dollars (\$50). The ticket purchase price does not qualify as a charitable contribution. Online payment must be received by WFAA no later than 11:59 PM (CDT) on August 5, 2022. All entries must include payment by credit card (Visa, MasterCard and Discover Card). For credit card purchases, the purchasers 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 500 tickets have been sold, will be returned. No other refunds will be made, except as otherwise determined by WFAA in its sole discretion. Subject to availability, persons may purchase as many Tickets as they wish. WFAA 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. WFAA 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 WFAA and will not be returned. WFAA reserves the right to withdraw this offer at any time.

### 3. PRIZES.

**Grand Prize:** The Grand Prize Winner will receive a two-hour Geneva Lake cruise for 25 people aboard the yacht Polaris with \$200 open bar and appetizers. Valid any two hours Sunday - Friday, or daytime on Saturday through October 31, 2025. Donated by Patti and Dana Mecum. The winner must make a payment of tax, equivalent to the required tax withholding based on the fair market value of the prize, as required by the Internal Revenue Service. WFAA will issue a 1099MISC for the fair market value. The Grand Prize Winner assumes any additional expense. All winners are subject to relevant federal, state and local taxes and other expenses all of which are the responsibility of the Winners. Any other fees or costs in connection with the Grand Prize are the sole responsibility of the Winner. WFAA will issue IRS Form 1099MISC for any prizes of \$600 or more. **Second Prize:** a two-hour Trial Boat Club Membership for eight people. Valid through September 15, 2024.

### 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 ("Winner"). Winners will be notified by email, telephone and/or U.S. Mail using the information provided on the Entry Form. If any Winner cannot be located or fails to return attempts to contact him or her within ninety (90) days after WFAA's first attempt to contact him or her, such Winner will be deemed to have forfeited his or her prize. Another Winner will not be drawn. The prize may be forfeited if 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 WFAA. By participating, Winners agree to ALL of the following: 1. To be bound by these complete Official Rules and the decisions of WFAA 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, Winner agrees to release WFAA, its officers, directors, 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 Winner's purchase of a Raffle Ticket and acceptance of a prize constitutes permission for WFAA to use said 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 Winner. 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 Raffle ticket purchase price does not qualify as a charitable contribution.

## 7. GENERAL RAFFLE CONDITIONS.

WFAA 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 WFAA. Disputes regarding these Official Rules and/or this Raffle will be governed by the laws of the State of Illinois. Any Claim(s) or Controversy between any of the Raffle participants and WFAA arising out of or relating to the Raffle and or the Raffle Rules and Regulations shall be settled by binding arbitration administered in McHenry County, IL by the American Arbitration Association under its Commercial Arbitration Rules. Any Judgment on the award rendered by the arbitrator may be 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 may be in violation of criminal and/or civil laws and will result in disqualification from participation in the Raffle. Should any attempt be made, WFAA 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 WFAA 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 WFAA, its directors, officers, members, 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.