

Hospice of Southern Kentucky's 2022 "Keys To Living" Raffle

OFFICIAL CONTEST RULES: By participating, you agree that:

1. These Official Contest Rules may not be waived, modified, or supplemented except by the Hospice of Southern Kentucky, Inc. (hereinafter "HSK"). No modification of these official contest rules shall be enforceable unless made by HSK.
2. THIS CONTEST IS SUBJECT TO ALL APPLICABLE INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS, AND IS VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED. HSK ENCOURAGES ALL POTENTIAL PURCHASERS TO CONSULT FEDERAL (INCLUDING POSTAL REGULATIONS), STATE AND LOCAL LAWS APPLICABLE TO THEIR RAFFLE PARTICIPATION AND THE MEANS BY WHICH THEY PARTICIPATE.
3. Participant must be at least 18 years old. Winner may be required to sign an affidavit of eligibility at the sole discretion of HSK.
4. All proceeds benefit Hospice of Southern Kentucky, Inc., a non-profit foundation: Kentucky Charitable Gaming License Number ORG0002339.
5. By submitting a ticket request, you (the "Purchaser") are requesting entry into the contest specified on the ticket request. Any ticket request accepted by HSK according to the Terms of Acceptance below creates an agreement (the "Agreement") to enter the Purchaser into such contest. Each entry merely represents that the Purchaser will have an opportunity to win the specified prize and does not represent any guarantee that the Purchaser will win the prize.
6. This Agreement shall become effective only upon (i) receipt by HSK of a valid and complete ticket request from the Purchaser at its premises in Bowling Green, Kentucky and (ii) the successful processing of the Purchaser's entry fee.
7. By entering into this Agreement and participating in this raffle, Purchaser, and any person acting on behalf of purchaser, including without limitation, attorneys, representatives, agents, heirs, executors, administrators, assigns, insurers, predecessors, successors or any other person or entity asserting claims through Purchaser, hereby agrees to release, indemnify, and holds harmless HSK and each of its past and present officers, directors, employees, agents, advisors, consultants, successors and assigns from any and all claims and liabilities of any nature by Purchaser, including without limitation any suits, losses, damages, expenses, costs, and liabilities (including reasonable attorneys' fees and expenses) which hereinafter may accrue or arise against HSK and which in any way arise out of or are in any way related to Purchaser's participation in this raffle.
8. The raffle drawing shall be held at Hospice of Southern Kentucky in Bowling Green, Kentucky. All ticket requests must be received and successfully processed one hour prior to the drawing date and time to be eligible for the drawing.

9. Each ticket will be entered separately in the drawing. Each ticket is a separate and equal chance to win the specified prize. Odds of winning will be based on the actual number of tickets sold not exceed 1 in 1000.
10. Winner has 30 days to take delivery of the prize at Campbell Chevrolet in Bowling Green, Kentucky, or forfeits all claims thereto. **The winner may choose to claim a 2022 Chevrolet Colorado on the lot at Campbell Chevrolet, or order one of their choosing through the dealership. If the prize chosen by the winner is over a value of \$37,000 the difference in price is the responsibility of the winner. If the prize chosen by the winner is less than \$37,000 the difference is forfeited.**
11. Due to postal regulations, raffle ticket stubs cannot be returned by mail. When a ticket request is received and accepted, HSK will complete the ticket by filling in the name, address, e-mail address and phone number, and we will place the ticket in the barrel at Hospice of Southern Kentucky. Immediately following the drawing, the winner will be contacted based on the name and information on the winning ticket. Winning ticket cannot be assigned, transferred or sold. Vehicles will be titled in the winner's name only and cannot be changed.
12. Upon acceptance, purchasers submitting a ticket request will receive an e-mail providing their raffle ticket number(s). HSK is not responsible for undelivered, lost or rejected emails.
13. If not present, winner notification will be made by telephone and certified mail within 7 days of the drawing.
14. Tickets are generally assigned and sold in numerical sequence. Requests for a specific ticket number cannot be accommodated.
15. Ticket requests will be processed in the order in which they are received in the case of raffles with limited ticket numbers. If tickets sell out before your ticket request is processed and accepted, you will be notified via telephone, mail and/or e-mail that your request has not been accepted and your payment will not be processed.
16. To pick up the vehicle, two forms of identification, one of which must be a photo ID, will be required to prove that this person is the person on the winning ticket. Purchasers do not need their ticket stubs for any reason.
17. Winner is solely responsible for all taxes, registration, title, transfer fees, license duties, insurance and all expenses in claiming, registering and using the vehicle. This may include sales taxes and property taxes. HSK has no liability with regard to taxes and fees for the vehicle.
18. If the winner chooses not to accept the vehicle prize, the winner can accept a cash option of \$20,000 via check made payable to the winner.
19. If 750 tickets are not sold by April 1 2022, the raffle will turn into a 50/50 "split the pot" in which the winner drawn on April 2, 2022 would win the cash equivalent of 50% of the ticket sales. The remaining 50% would benefit HSK.
20. Vehicle will not be modified by HSK to meet specific local, state or country requirements.

21. As required by IRS regulations, winner agrees to pay 24% federal income tax and KY state withholding tax of 5%, less the wager of \$100, to HSK prior to release of the vehicle. HSK will submit the taxes collected to the IRS. After the end of the year, HSK will file a form W-2G with the IRS to report the value of the prize won and the taxes paid in by the winner. The winner will receive a copy of this also.
22. In the event a Prize was lost, damaged, destroyed, or otherwise not available, HSK's liability shall be limited to refund of ticket price to participants. HSK's liability for any other claim is limited to refund of ticket prices.
23. Winner agrees to the use of his/her name, photograph, or videotape likeness and statements for publicity purposes by HSK, and agrees to sign a publicity release without any further compensation.
24. HSK reserves the right to cancel this contest at any time, in which event its liability is limited to refund of ticket prices to participants. Model year and vehicle options advertised are based on availability.
25. Ticket sales to HSK (including its subsidiaries) employees, board members and their immediate families are prohibited. Immediate family includes parents, spouse, children, and children's spouse.
26. Any person who engages in conduct designed to corrupt the outcome of a charitable gaming activity with the purpose to defraud, or knowing that he is facilitating a fraud, is guilty of a Class D felony.
27. Hospice of Southern Kentucky accepts cash, check, and credit/debit card payments for raffle ticket purchases. Credit or debit cards used to purchase a raffle ticket must have sufficient funds to cover the full price of the ticket. If a credit or debit card is declined twice, the ticket will no longer be held for purchase.
28. This Agreement, the Purchaser's participation in this raffle and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. For the purposes of litigating any dispute that arises directly or indirectly out of this Agreement, the parties agree that such litigation shall be conducted exclusively in the courts of Warren County, Kentucky or the federal courts of the Western District of Kentucky and no other courts.

**The IRS does not consider a raffle ticket purchase tax deductible. Though your purchase of a raffle ticket supports the mission of Hospice of Southern Kentucky, it is NOT considered a donation.