

**Messiah Evangelical Lutheran Church
2018 Car Raffle
to benefit Messiah's Building Fund
Official Rules & Regulations**

By participating, you agree that:

The Messiah Evangelical Lutheran Church Car Raffle (the "Raffle") is a fundraising activity conducted by Messiah Evangelical Lutheran Church of Fort Wayne, Inc. (Hereinafter "Messiah") in support of **Messiah's Building Fund**. These Official Rules & Regulations govern the conduct of the Raffle and together with the decisions of Messiah are binding on everyone who purchases a Raffle ticket and/or who is named on a Raffle ticket. It is the responsibility of the ticket purchaser or person named on the Raffle Ticket to review the Official Rules for modifications or supplements. These Official Contest Rules may not be waived, modified or supplemented except by Messiah in writing. No modification of these official contest rules shall be enforceable unless made by Messiah in writing and approved by the Block Party Committee. These rules apply to any and all individuals selling Raffle tickets or anyone on the Block Party Committee.

GRAND PRIZE DRAWING: The Grand Prize drawing for the Messiah Car Raffle will be held on Saturday, July 14, 2018, at approximately 8:00 PM at the 2018 Rock 'n Praise Summer Block Party at Messiah Lutheran Church, except this date and all other dates stated in these rules may be extended at the absolute discretion of the Block Party Committee. Ticket requests by mail must be received before 5:00 PM Thursday, July 12, 2018. Tickets may be purchased at the event until approximately 7:30 PM, July 14, 2018.

Tickets may sell out before that time. Messiah will conduct all drawings in accordance with Raffle rules contained herein. The winning ticket will be drawn at random from a drum containing all eligible Raffle tickets. The drawing for the prize is open to the public; however, the winner does not need to be present to win.

Tickets: The price per one (1) ticket is \$25.00; for three (3) tickets sold to the same person is \$50; and for seven (7) tickets sold to the same person is \$100. For sale of multiple tickets (3 for \$50 and 7 for \$100) to individuals, the individual's name, as purchaser and all contact information must appear the same on all tickets. A maximum of 5,000 tickets will be sold. Ticket sales will cease when the maximum number of qualified entries is reached. Any requests and payments received following the cut off time or after the sale of 5,000 tickets will be returned to the sender. If fewer than 3,000 Raffle tickets are sold, Messiah reserves the right, in its absolute discretion, to substitute 50% of the gross sales revenue from the tickets sold as of the time of the entry deadline as the prize in lieu of the car. The ratio of Grand Prize to tickets is approximately 1 to 5,000 if all tickets are sold.

All entries must be fully completed in order to be eligible including the printed name, address, phone number, and email of the entrant as well as a signature of the entrant

agreeing to abide by the rules of the Raffle as prescribed by Messiah.

Messiah does not undertake to give advice on the legal or tax consequences of the Raffle, or its winner. However, it understands that the IRS position is that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions.

GRAND PRIZE:

The Grand Prize winner assumes and must pay all fees and charges (including, but not limited to, tags and license), income taxes (local, state and federal taxes) when the car is transferred to the winner. In addition, all costs of car ownership, including but not limited to insurance, are the Grand Prize winner's sole responsibility. Messiah assumes no responsibility for a prizewinner's tax obligations and suggests you consult your tax advisor. Forms W-2G & 941 will be filed with the Internal Revenue Service to report the value of the prize won. All required forms will also be filed with the state of Indiana Department of Revenue and Gaming Commission. The winner will also receive a copy of these forms. This offer is void where prohibited by law and all federal, state and local laws and regulations apply.

THE GRAND PRIZE WINNER IS STRONGLY ADVISED TO SEEK PROFESSIONAL LEGAL TAX ADVICE. AWARD OF THE GRAND PRIZE COULD HAVE MATERIAL ADVERSE CONSEQUENCES ON THE GRAND PRIZE WINNER INCLUDING WITHOUT LIMITATION, WITH RESPECT TO TAXES, INCOME, GOVERNMENT ENTITLEMENTS OR OTHER BENEFITS, OR OTHER LEGAL, FINANCIAL OR OTHER MATTERS.

The Grand Prize is either a 2017 Chevy Camaro automobile with a value not to exceed \$20,000, to be purchased at Grote Automotive or a cash payout of \$10,000. The vehicles shown in Raffle promotional photos are only representative of the make and model available for selection as the Grand Prize; the actual car to be made available for selection by the Grand Prize winner may be viewed at Grote Automotive at 1630 N Coliseum Blvd, Fort Wayne, IN 46805, at various Messiah events during the year and at the 2018 Rock 'n Praise Summer Block Party event on Saturday, July 14, 2018.

By participating in this Raffle, all ticket purchasers and the person named on each Raffle ticket accept and agree (1) to be bound by all the rules, limitations and restrictions set forth here, and (2) that their names and/or likenesses may be disclosed to and used by the news media and may otherwise be used by Messiah, for publicity purposes and naming of the prize winners to be published in area newspapers or other media including television, radio, web and print. The prize winner will be published on Messiah's website (messiahlc.com). Names of the winners may be obtained by sending a written request plus a self-addressed, stamped envelope to Messiah Lutheran Church, 7211 Stellhorn Rd. Fort Wayne, IN 46815. Messiah's interpretation and application of the rules and regulations shall be final.

By participating in this Raffle, each participant releases Messiah, and each of their respective directors, officers, contractors and agents 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, and each winner agrees to indemnify and hold Messiah and any respective directors, officers, contractors 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.

ELIGIBILITY: Raffle ticket purchasers and the person named on a raffle ticket must be at least 18 years of age at the time of purchase. Raffle tickets may not be purchased in the name of a business, trust, corporation, or other entity, or wherever prohibited by applicable law. Prizewinners may be required to sign an affidavit of eligibility. Offer void where prohibited by law.

In order for the Grand Prize winner to receive the car (subject to the other provisions in these rules), the Grand Prize winner must elect to receive the car by delivering written notice of that election to Messiah, by 4:00 p.m. on August 13, 2018 (30 days from date of original drawing). If the winner is not present at the drawing, Messiah will contact the winner by phone or email as soon as possible. If unable to make contact with the winner, Messiah shall notify the winner by certified mail within seven (7) days of the drawing. In all cases the winner will be notified that they shall claim the prize within thirty (30) days of the original drawing at the event or each time a winner is drawn should the winner decline for any reason.

If a winner does not wish to claim the prize but wishes to donate it to Messiah, the winner shall provide Messiah a written and notarized statement within the thirty (30) day period stating that the winner wishes to donate the prize to Messiah. The donor will then be required to sign a Donation Document created by Messiah. A prize winner shall not donate the prize back to Messiah, if to do so would violate Indiana state law.

If a Raffle winner does not claim the prize or donate it to the organization within thirty (30) days after the drawing, the organization shall notify the Office of Charitable Gaming and draw another ticket in the presence of "Office" personnel. The tickets shall remain under the control of Messiah until a winner is identified and accepts the prize.

The car, "if" selected, will be transferred to the Grand Prize winner in "AS IS, WHERE IS" condition by Messiah. Messiah does not provide any guarantee or warranty, expressed or implied, in connection with the car. Messiah accepts no liability or responsibility regarding the manufacturing or condition of the car. No warranties express or implied, of any type or nature are made or offered by Messiah.

GRAND PRIZE VALUE: The grand prize value of the selected 2017 Chevy Camaro automobile is the amount paid by Messiah, not to exceed \$20,000. The grand prize value of the cash option is \$10,000. The grand prize value of the 50%-50% payout, if applicable, will be the dollar amount of the payout, as determined the night of the

drawing. The Internal Revenue Service and the Indiana Department of Revenue will accept these grand prize values for the purpose of determining any income tax that may be payable by the Grand Prize winner.

REFUNDS: All Raffle ticket sales are final. No refunds will be made except any ticket request with verified payment received after 5,000 tickets have been sold or after the deadlines set forth hereinabove will be returned or destroyed with notice to the purchaser. No other refunds are available. Messiah assumes no responsibility for lost, late, misdirected or non-delivered mail or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. A Raffle participant's sole and exclusive remedy for Messiah breach shall be limited to the return of the purchase price paid for his or her Raffle ticket(s). In no event shall Messiah, or their respective directors, officers, contractors, members, committee members, agents, advisors, or representatives be liable to any party for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity.

TICKETS: You have not entered the Raffle until your entry submission, with full payment, has been accepted by Messiah. If a submission is accepted it will be deemed to have been accepted on the date and time on which the submission was received by Messiah regardless of the date that Messiah notifies you of the acceptance of your submission. Tickets are \$25 each (3 tickets sold to the same person or household for \$50; 7 tickets sold to the same person or household for \$100) and may be purchased solely from Messiah. You may buy as many tickets as you wish, subject to availability, until all 5,000 are sold. Each Raffle ticket will be entered separately in the drawing. Each Raffle ticket is a separate and equal chance to win the Grand Prize or any of the other prizes offered.

To order tickets by mail, use a ticket request form which can be downloaded from www.messiahlc.com/carraffle. Ticket requests must include payment by check, made payable to "Messiah Lutheran Church", to be eligible along with all information required on the ticket including printed name, address, phone number, email address, and a signature acquiescing to all rules of the Raffle. Send completed forms to Messiah Lutheran Church c/o Car Raffle, 7211 Stellhorn Rd. Fort Wayne, IN 46815.

Any questions regarding the Raffle or the purchase of Raffle tickets can be directed to (260) 485-8716 or carraffle@messiahlc.com.

All sales are final. If for any reason the check payment does not clear the bank, the ticket purchase is null and void, the purchaser will be notified immediately of the problem and any cure to the problem shall be considered a new order and processed in the order received.

When a Raffle ticket order is placed by mail and funds have cleared, Messiah will complete the raffle ticket for the purchaser by filling in the name, address, email address, phone number, and signature of the purchaser that they understand and agree

to the rules of the raffle. Messiah will then place each completed raffle ticket stub in the secured raffle barrel or other secure container and mail the ticket(s) to the purchaser. The purchaser will receive a letter or an email from Messiah, confirming the ticket purchase and providing the ticket number(s).

TICKET AND PAYMENT VERIFICATION: Messiah reserves the right to reject any ticket request form that is submitted with payment that does not constitute "good funds". All defective or physically altered request forms are subject to disqualification at the discretion of Messiah. Prior to the Grand Prize drawing, Messiah will make a reasonable effort to notify any individual who submits such an entry form, or one which has been rejected because the check did not clear, that the entry has been rejected. All requests for tickets for the drawing must be received and/or purchased by the indicated deadline(s).

Grand Prize Winner: In order to claim any prize, including the Grand Prize, the winner must provide proper identification to the satisfaction of Messiah and in accordance with the requirements set forth by the Indiana Charity Gaming Commission. A representative of Messiah will assist in coordinating all the details with the winner regarding the delivery, tags and registration of the Grand Prize automobile. Winner agrees to the use of his/her name, photograph or videotape likeness and statements for publicity purposes by Messiah and agrees to sign a publicity release without any further compensation.

GRAND PRIZE AWARD IN EVENT OF NON-SELLOUT OF TICKETS: A maximum of 5,000 tickets will be sold. A minimum of 3,000 tickets must be sold for the Grand Prize winner to receive the car or cash payout. If fewer than 3,000 raffle tickets are sold Messiah reserves the right in its absolute discretion to substitute 50% of the gross sales revenue from the tickets sold as of the time of the entry deadline as the prize in lieu of the car. Messiah reserves the right to cancel this Raffle contest at any time, in which event liability is limited to the refund of the ticket price to all participants.

REGISTRATION WITH THE STATE OF INDIANA: This Raffle is conducted for the benefit of the **Messiah's Building Fund** by Messiah Lutheran Church and licensed by the Indiana Gaming Commission, Indiana Annual Raffle License No. 145403.