

## **CCTC 2022 “Private Raffle”**

### **Official Rules & Regulations**

You are responsible for reading these official rules and regulations. By entering the Chicago Center for Torah and Chesed’s (“CCTC”) 2022 Private Raffle, you agree to be bound by these terms and conditions.

The Grand Prize Drawing will be held at CCTC’s sole discretion when all available tickets have been sold, but such date may be modified in CCTC’s sole discretion.

The drawing is limited to a maximum of 1,400 entrants. Winners must be 18 years or older. If less than 1,400 tickets are sold, CCTC reserves the right to cancel the drawing. In such an event, the entrants shall only be entitled to a refund of the amount paid for by the entrant for his or her ticket(s). The odds of winning depend on the number of tickets sold. Entry is open to any individual who purchases a raffle ticket from CCTC in accordance with these terms and conditions.

There is one (1) Grand Prize winner. The Grand Prize winner will, for one trip, receive the following:

- 1) Air transportation vouchers on a private jet (from a private jet operator chosen by CCTC) to destinations located in the continental 48 states of the United States of America for the winner and up to seven (7) guests;
- 2) Credit on AirBnB for a rental property of (up to \$5,000);
- 3) \$1,500 dollars in spending cash;

at a maximum retail value of \$40,000 (collectively, the “Transportation Grand Prize”); or a one-time payment of \$25,000 (the “Alternative Grand Prize”). All Transportation Grand Prize options are subject to the availability, terms and conditions of each respective prize provider. The Transportation Grand Prize must be used within one year of the raffle drawing, after which time the prize is void. Travel and lodging restrictions and blackout dates may apply including school holidays and public holiday periods. If travel and/or lodging restrictions due to COVID-19 significantly restrict travel or lodging during the one-year period, CCTC may elect in its sole discretion to extend the dates of the travel period until such restrictions have been lifted. The winner and his/her guests must depart from and return to the same departure point and travel together. Travel arrangements to and from the winner’s home and the airport of departure do not form part of the prize and are the responsibility of the winner.

Flights and lodging are subject to the rules and general conditions of the relevant operator. Air tickets are available on the regular scheduled services of each operator and are subject to seasonal embargos and availability at the time of booking. CCTC is not responsible for any cancellation, delay or rescheduling of any flight or lodging and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner. The winner is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

The total retail value of the Transportation Grand Prize may vary depending upon points of departure and destination and fare fluctuations. CCTC reserves the right to structure travel routes and select all other accommodations in its sole discretion. The winner will not receive cash or any other form of compensation if actual travel costs are less than the \$35,000 allotted for the Transportation Grand Prize.

To claim the Transportation Grand Prize, the winner must present a valid driver's license and one other form of government-issued ID, proof of insurance and execute all documents, waivers and tax forms provided by CCTC. To claim the Alternative Grand Prize, the winner must present a government issued I.D. and execute all documents, waivers and tax forms provided by CCTC. Receipt of these documents and information is a condition precedent to the winner being able to collect either the Transportation Grand Prize or the Alternative Grand Prize.

All taxes, including sales tax, State and Federal income tax, and any withholding tax, are the sole responsibility of the Grand Prize winner and the Grand Prize winner agrees to defend, indemnify and hold CCTC harmless from any liability the CCTC may incur, including its reasonable attorneys' fees, as a result of the Grand Prize winner's failure to pay any of the winner's tax obligations. Insurance, destination charges, any options not included with the Grand Prize as awarded, and any other taxes or expenses not explicitly stated herein are the Grand Prize winner's sole responsibility. Grand Prize winner is encouraged to consult with a tax advisor or specialist to determine tax consequences of Grand Prize selection. Sponsor is not responsible for any costs related to any costs related to Grand Prize winner's transportation to collect or claim the prize. CCTC offers no tax advice, and the winner is encouraged to consult with a tax advisor or specialist to determine the tax consequences of winning the Grand Prize.

Rules subject to change at any time and at CCTC's sole discretion. Winner consents to the use of his or her name, likeness and photographs without compensation for publicity purposes to help promote various charitable programs. Raffle entrants and winner must be 18 years of age or older. This contest is void where prohibited. In the event that any of these rules or regulations is unenforceable under any government law and/or regulation, such provision shall be limited or modified to render such provision enforceable under that particular law and/or regulation.

CCTC reserves the right to provide a substitute prize of equivalent value. If CCTC is unable to contact the winner within 28 days of the initial notification then the prize will be deemed unclaimed and a new winner may be drawn, at random.

The Grand Prize is non-transferable and no substitution or cash equivalent of prizes are permitted. Prize draw dates, closing dates and times, and notification dates will be set out in the launch message and other accompanying content used to promote that particular prize draw and campaign. The prize will run during the dates specified until the specified closing date and time. All entries received after this point will not be entered into the raffle. CCTC reserves the right to verify the eligibility of entrants and may require information to verify the eligibility of an entry. The Grand Prize may be withheld until CCTC is satisfied with the verification. The winner of the raffle will be selected at random from all eligible entries that are received before the closing date and time. The winner will be notified by CCTC via mail within ten (10) business days of the raffle.

CCTC reserves the right at any time and from time to time to, at its sole discretion, modify or discontinue, temporarily or permanently, the raffle with or without prior notice due to reasons outside its reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud or

the failure to sell 1,400 tickets). The decision of CCTC in all matters relating to the prize draw and Grand Prize is final and binding and no correspondence will be entered into.

CCTC, its directors, employees, board members, contractors, agents, attorneys, accountants and successors takes no responsibility for any misdirected, lost, incomplete, damaged, corrupted, incorrectly submitted or late entries, or any human error, technical malfunctions, lost or delayed data transmission, computer or network failure, or any other interruption that may affect the conduct of this promotion or the Grand Prize draw, and all entrants hereby waive and release any and all claims they may have against CCTC its directors, employees, board members, contractors, agents, attorneys, accountants and successors in relation to such errors.

CCTC, and its directors, employees, board members, contractors, agents, attorneys, accountants and successors will not be liable for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the promotion or any prize, and the entrants and winner agrees to fully release CCTC, its directors, employees, board members, contractors, agents, attorneys, accountants and successors from any such claims, and indemnify, defend, and hold CCTC harmless against any loss, damage or expense incurred by CCTC by reason of any action or omission of the entrant, the winner and their agents, any damages, claims or suits related in any way to the Transportation Grand Prize, and any claims related in any way whatsoever to the 2022 Grand Raffle.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CCTC IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES IN ANY WAY REGARDING THE CONDITION OR FITNESS OF THE TRANSPORTATION GRAND PRIZE AND/OR THE ALTERNATIVE GRAND PRIZE AND CCTC HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE PRIZES PROVIDED BY CCTC PURSUANT TO THIS AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL CCTC BE LIABLE FOR ANY TYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT. IN NO EVENT SHALL AN ENTRANTS DAMAGES EXCEED THE AMOUNT PAID BY THE ENTRANT FOR HIS OR HER RAFFLE TICKET. THE PARTICIPANT WILL INDEMNIFY AND HOLD CCTC HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY CCTC BY REASON OF ANY ACTION OR OMISSION OF THE PARTICIPANT, HIS/HER EMPLOYEES, AGENTS, FAMILY AND GUESTS.

Employees of CCTC, and the duly elected Board of Directors of CCTC are ineligible to participate in the raffle.

Information collected from all entries will be securely held by the CCTC at its offices in Chicago, Illinois. CCTC may contact any or all entrants using the contact details provided in their entries for the purpose of the Promotion generally and for marketing and promotional purposes. CCTC may disclose entrants' personal information to its contractors and agents in the course of conducting this promotion and for marketing and promotional purposes. All entrants have the right to access and correct their personal information by contacting the Fund in writing at the address above.

Disputes: Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and

exclusively by the appropriate court located in Cook County, Illinois. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Cook County, Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois. Should CCTC prevail in any dispute arising from this promotion, CCTC will be entitled to recover its reasonable attorneys' fees from the opposing party.