

Glenview Park Foundation's "Play for your Parks" Raffle Official Rules

OFFICIAL RULES: By participating, entrants agree to be bound by these Official Rules and by the decisions of Glenview Park Foundation (the Foundation), which shall be binding and final as to all matters related to Raffle. Official Rules are posted online at www.glenviewparkfoundation.org. The Official Rules should be read before ticket purchase.

SPONSOR: The sponsor of the Raffle is the Glenview Park Foundation, a 501(c)(3) non-profit charitable organization. The address at which Glenview Park Foundation may be contacted is: 1930 Prairie Street, Glenview, Illinois 60025. This Raffle is conducted pursuant to Illinois, Cook County and Village of Glenview law, and is void outside of Illinois.

Raffle DATE; HOW TO ENTER: The Foundation will conduct one (1) Raffle at approximately 9:00 PM on July 4, 2019. Raffle tickets will be sold by the Foundation and friends for two months prior to the July 4 Raffle date. There are no on-line sales. There are no discounts for multiple ticket purchases. Tickets maybe be paid for with cash, check or by means of electronic transfer. No third party sales. No sales after 8:30 PM on July 4, 2019.

ELIGIBILITY TO ENTER: While available, Raffle tickets may be purchased only by persons 18 years or older in accordance with these Official Rules. Purchased Raffle tickets are only valid for the 2019 Raffle.

The following persons are NOT ELIGIBLE to participate in the Raffle or to win any prize: Members of the Foundation and/or the Glenview 4th of July Committee and their Immediate Family Members (as defined below) and members of their same household (whether legally related or not). "Immediate family members" means a spouse, parent, legal guardian, grandparent, sibling, child and grandchild of an Ineligible Party.

No discounts or complementary tickets will be given. Raffle tickets will be available for purchase in person by eligible persons (see "ELIGIBILITY TO ENTER" above).

NUMBER OF RAFFLE TICKETS: There is no minimum and no maximum number of tickets that must be sold.

ODDS: The odds of winning the Prize depends on the number of valid tickets sold.

PRIZE/PAYMENT: The Raffle prize consists of and is limited to a cash prize equal to fifty percent (50%) of the net Raffle ticket sales revenue. **Net Raffle ticket sales** shall be as determined by the Foundation in its sole discretion, and is calculated as gross ticket sales revenue less reasonable sums expended for prizes and other reasonable operating expenses incurred as a result of operating the Raffle. Twenty-five percent of the net proceeds of the Raffle will benefit the Foundation and the programs and charitable initiatives that the Foundation supports. Twenty-five percent of the net proceeds of the Raffle will benefit the Glenview 4th of July Committee and their initiatives.

Subject to the terms and conditions of these Official Rules, a check in the amount of the prize, net of any withholding or other taxes or assessments required or permitted to be withheld by the Foundation under applicable federal, state or local laws, rules or regulations, will be mailed to the prize winner within 7-10 business days after the date of the Raffle (defined below), after the Foundation has verified the winning Raffle ticket and prize winner has satisfied all terms and conditions of these Official Rules, including return of all forms and documents to the Foundation (the Foundation may be required to withhold federal taxes in accordance with IRS regulations, and will do so as a pre-condition of winner receiving prize money). Winner is otherwise solely responsible for any and all costs, fees, additional taxes, or expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, prize winner will be issued an IRS Form 1099 for the amount of the prize. No substitution, assignment, refund or transfer of a prize is permitted, except by the Foundation.

TRANSFER OF RAFFLE ENTRIES: Persons who purchase Raffle tickets may opt to give away their Raffle tickets, but in doing so they give up any claim they might otherwise have to the Prize if they give away a winning Raffle ticket. Purchasers of Raffle tickets may not resell their Raffle tickets to other parties, and may not knowingly give such Raffle tickets away to others for the purpose of allowing those other parties to re-sell such Raffle tickets. All Raffle tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell Raffle tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize.

RAFFLE: Potential Winner (defined below) will be selected in a random Raffle from eligible Entries received (the "Raffle"). The potential winner need not be present to win. The Raffle will be held on July 4, 2019. If for any reason whatsoever the Raffle cannot be held at that time, it will be held within a reasonable time thereafter. Entries that are not selected in the Raffle are not valid for future Raffles, and will be discarded. The winning ticket number will also be posted on www.glenviewparkfoundation.org within 24 hours of the Raffle. If, after 7 days from the July 4 drawing (at 9:00 pm on July 11, 2019) a winner has not claimed Raffle prize, a second number will be drawn and posted on the Foundation web site. If, after 7 days (at 9:00pm on July 18, 2019) a third ticket will be drawn. This pattern will be followed for 4 cycles or the July 25 Raffle. If no winner is found after 4 attempts, the net pot will be split with the Foundation taking 25%, the July 4th Committee taking 25% and the other 50% being held by the Foundation as the starting pot for the "Play for the Parks" Raffle in

2020. Potential Winner forfeits the Prize if he or she does not present the original winning ticket to the Foundation by the deadline/ or outlined above for the Raffle.

DETERMINATION OF OFFICIAL WINNER(S): the Foundation shall have the sole discretion to determine whether a Potential Winner is an official winner of a Prize (an "Official Winner"). The Foundation's decision concerning the identity of Official Winners shall be final and binding. To become an Official Winner: (1) the Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined in the Foundation's sole judgment; (2) the Potential Winner's original ticket stub must be inspected and verified in person by the Foundation by the deadline specified above. No substitutions for the originally issued, physical ticket stub will be accepted ; (3) the Potential Winner must execute and return to the Foundation an affidavit of eligibility and liability/publicity release on a form to be provided by the Foundation before the Prize is awarded; and (4) the Potential Winner must provide the Foundation with all tax identification information required by federal, state or local law and, where applicable, provide the Foundation with payment for any required withholding taxes due prior to that Potential Winner's receipt of a Prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if the Foundation is unable for any reason to identify the holder of a winning Raffle Ticket, then the Potential Winner's Prize will be deemed forfeited and another number will be drawn for a winning ticket. Any entry that the Foundation determines, in its sole judgment, was stolen, unissued, ineligible, altered counterfeit in whole or in part, defective, printed in duplicate or printed/produced in error will be void.

The Foundation shall use the following rules to determine the identity of any Potential Winner and of the Official Winner of the Prize: the Foundation shall conclusively presume that the person who is in possession of that Raffle ticket is the lawful owner of that Raffle ticket and that ticket's winning number, and the Foundation shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning Entry.

GENERAL CONDITIONS: The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries or payments that are delayed, misdirected, undelivered, not fully captured, or garbled; (4) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, as described in clauses (1) through (4), "Errors"), including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining the Official Winners, or announcing or delivering a Prize. In addition, the Released Parties are not responsible if any portion of the Raffle is compromised, in the Foundation's sole

judgment, by non-authorized activity or other causes which, in the Foundation's sole judgment, corrupt or impair the administration, security or fairness of the Raffle, or the proper submission or capture of Entries (collectively, a "Compromising Event"). In the event of a Compromising Event, the Foundation reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle. If the Raffle is not terminated, the Foundation reserves the right to select winners from all eligible, non-suspect Entries received before the known occurrence or discovery of such Compromising Event. All Entry purchases shall be final, and no refunds or replacements will be issued by the Foundation. The Foundation reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Raffle process or the operation of the Raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Raffle is a violation of criminal and civil laws, and, should such an attempt be made, the Foundation reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Foundation's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. The Foundation has sole and final decision on admissibility of entries and the determination of Official Winners.

RELEASE OF LIABILITY: By entering, each entrant agrees to abide and be bound to these Official Rules, and to release, indemnify and hold harmless:

The Glenview Park Foundation, Glenview 4th of July Committee, Glenview Park District, Village of Glenview and each of their respective directors, officers, owners, shareholders, subsidiaries, members, partners, agents, representatives, employees, successors, parents, heirs, executors, administrators and affiliates (individually a "Released Party" and collectively, the "Released Parties") from and against any and all liability, claims, losses, damages or causes of action of any kind (however named or described) with respect to or arising out of (i) entrant's participation in the Raffle or winning any Prize, or (ii) entrant's acceptance, possession, misuse or use of any prize or participation in this Raffle or any Raffle related activity. In addition, each Winner agrees to release, indemnify and hold the Released Parties harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of participating in the Raffle or the Winner's acceptance or use of any Prize.

PUBLICITY RELEASE: Each Official Winner, by accepting his or her Prize, grants the Foundation full permission, except where legally prohibited, to use Official Winner's name, address (city and state only), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

TRADEMARKS: All trademarks are the property of their respective owners, and may not be used except with express written consent of the trademark owners.

DISPUTES; SEVERABILITY: Each Raffle participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Raffle, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Cook County, Illinois, and each Raffle participant submits to sole and exclusive personal jurisdiction of said courts in the State of Illinois for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred to purchase the Raffle Tickets, but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket costs to purchase the Raffle tickets, and entrant waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants or the Foundation in connection with the Raffle shall be governed by, and construed in accordance with, the laws of the State of Illinois and Cook County, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Illinois, the United States, or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Illinois. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.