



Spring 2023

“Wheelbarrow of Fun” Charity Raffle

The following provisions are the official rules and regulations (hereinafter referred to as the “Official Rules and Regulations”) which govern the conduct and operation of the “Wheelbarrow of Fun” Charity Raffle (hereinafter referred to as the “Raffle”), a drawing of chance being operated by THE EDUCATION FOUNDATION OF MARTIN COUNTY, INC. which is a 501(c)(3) tax-exempt, non-profit corporation having its principal place of business at 1650 S Kanner Highway, Stuart, Florida 34994.

1. TICKETS FOR THE RAFFLE. A ticket for the Raffle (hereinafter referred to as a “Raffle Ticket”) may be purchased at the price of \$20.00 per Raffle Ticket or \$100 for 10 Raffle Tickets. A maximum of 500 tickets will be sold. Raffle Tickets shall be purchased solely by methods selected and approved by the Education Foundation of Martin County, Inc. including, but not limited to, purchases made through (i) members or agents of the Education Foundation of Martin County, Inc. and (ii) any website provided by the Education Foundation of Martin County, Inc. A Raffle Ticket may be purchased in one name only. The Education Foundation of Martin County, Inc. has not set any restrictions on the amount of Raffle Tickets that any person may purchase. No purchase or contribution is necessary to obtain a Raffle Ticket. Each Raffle Ticket is a separate and equal chance to win the prize enumerated below. Any prize and related tax liability will belong to the person named on the Raffle Ticket. If drawing date has not changed (see drawing section below) ticket requests will be accepted up to the date and time of the drawing. Any requests and payments received following the cut-off time for the Raffle will be returned to the sender. All ticket sales are final. No refunds are available or will be made. The Education Foundation of Martin County, Inc. assumes no responsibility for lost, late, misdirected or non-delivered mail, email or fax messages, or any other failure to receive an order or deliver tickets or receipts prior to the drawing deadline. No reproduction of a Raffle Ticket is permitted. Any Raffle Ticket or entry form that is deemed in the absolute discretion of the Education Foundation of Martin County, Inc. to be defective, illegible or counterfeited will not be honored. Education Foundation of Martin County, Inc. will make a reasonable effort to notify any person who submits a Raffle Ticket or entry form that is not honored.

2. ELIGIBILITY. The purchaser of a Raffle Ticket, the person named on a Raffle Ticket, or anyone to whom an entry purchaser legally transfers a Raffle Ticket (hereinafter collectively referred to as an “Entrant”), must be at least twenty-one (21) years of age at the time of the purchase of the Raffle Ticket. Raffle Tickets may not be purchased in the name of a business, trust, corporation or other entity, or wherever prohibited by applicable law. An Entrant does not need to be present at the drawing of the winning Raffle Ticket in order to win. All federal, state and local laws and regulations apply. No purchase or contribution is necessary to enter the Raffle.

3. DRAWING. The drawing of the winning Raffle Ticket will be held on **April 1, 2023**, using an online program to randomly generate the name associated with the winning Ticket. This date and all other dates stated in these Official Rules and Regulations may be extended in the absolute discretion of the Education Foundation of Martin County, Inc. The

Education Foundation of Martin County, Inc. does not reserve any discretion to cancel the Raffle at any time. The prize drawing will be open to the public.

4. PRIZE. One (1) prize will be awarded to the winner of the Raffle. The winner of the Raffle will receive a new 6-cu ft Poly Wheelbarrow fully assembled and filled with liquor and mixers (hereinafter referred to as "Prize"). The wheelbarrow and mixers have been purchased by the Education Foundation of Martin County, Inc. with the liquor being donated by the Board Members of the Education Foundation of Martin County, Inc. of Stuart, Florida. The attached photo is a representation of the Prize. The Prize may be slightly different and include bottles other than the exact bottles shown. This wheelbarrow and its contents are accepted "AS IS", and the Education Foundation of Martin County, Inc. does not in any way, expressly or impliedly, give any warranties to winner. The Education Foundation of Martin County, Inc. expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose. The winner of the Raffle may be required to sign an affidavit of eligibility. No additional prizes will be awarded. If a potential winner does not comply with the Official Rules and Regulations, then the potential winner will be disqualified from the Raffle and the prize will revert to the Education Foundation of Martin County, Inc. The Internal Revenue Service 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. The winner must complete an IRS Form W-9 and the appropriate federal taxes will be withheld. All state taxes, title, and registration fees must be paid by the winner.

5. NOTIFICATION OF WINNER. The winner of the Raffle will be notified via U.S. mail, email or telephone by the Administrator. The winner of the Raffle will need to provide proper identification to the satisfaction of the Education Foundation of Martin County, Inc. The winner of the Raffle must claim the prize by 30 days from the drawing. The winner of the Raffle will be instructed as to how to claim the prize at the time of notification by the Administrator. Any questions should be relayed to the Administrator at the contact information below. Entrants may obtain the winner's name by sending a written request, plus a self-addressed, stamped envelope to the Administrator at the contact information above.

6. PRIVACY. By entering the Raffle, Entrants agree that their names, likenesses and/or information provided in connection with the Raffle entry may be used for communications conducted for the benefit of the Education Foundation of Martin County, Inc., including, but not limited to, being disclosed to and used by the news media and otherwise being used by the Education Foundation of Martin County, Inc. for publicity purposes in area newspapers or other media, including print venues, television, radio or online (including the website and related event pages of the Education Foundation of Martin County). An Entrant may subsequently "opt-out" of the receipt of such communications by following the directions in any e-mail or other means of communication, or by contacting the Administrator at the contact information below. Except as specifically provided in this provision, the information of an Entrant will not be shared with or sold to any other person or entity.

7. WAIVER / LIMITATIONS OF LIABILITY. By participating in the Raffle, Entrants release the Education Foundation of Martin County, Inc. and its respective entities, affiliates, agents, representatives, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, employees and agents, including advertising and promotion agencies, from any and all liability with respect to the participation in the Raffle, the possession, use and distribution of the prize awarded, and all losses or injuries (including to earnings, profits or goodwill), damages, costs, expenses, rights, claims and actions or any kind arising in connection with the Raffle or the prize awarded. An Entrant's sole and exclusive remedy for any breach by the Education Foundation of Martin County, Inc. shall be limited to the return of the purchase price paid for his or her Raffle Ticket(s), and such Entrant shall not be entitled to any incidental, special, punitive or consequential damages under any circumstances.

8. GOVERNING RULES, REGULATIONS AND LAW. By participating in the Raffle, the purchaser of a Raffle Ticket specifically acknowledges that he or she is aware of and agrees to abide and be bound by the rules, limitations and restrictions contained in the Official Rules and Regulations, and further specifically agrees that the Official Rules and Regulations solely govern the conduct and operation of the Raffle. The Official Rules and Regulations, together with the decision of the Education Foundation of Martin County, Inc., are binding on every Entrant. The Official Rules and Regulations may not be waived, modified or supplemented except by the Education Foundation of Martin County, Inc. If any provision of the Official Rules and Regulations or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect

any other provision hereof. No modification of the Official Rules and Regulations shall be enforceable unless made by the Education Foundation of Martin County, Inc. The interpretation and application of the Official Rules and Regulations by the Education Foundation of Martin County, Inc. shall be final. The Official Rules and Regulations shall be binding upon and inure to the benefit of the heirs, executors, administrators, and successors and permitted assigns of each Entrant. The Raffle is being conducted in accordance with and is governed by the laws of the State of Florida. The offer to participate in the Raffle is void where prohibited by law and all federal, state, and local laws and regulations apply.