

Lesson Accelerando Raffle

1. Lesson Accelerando Raffle

The Columbus East High School Band Parents are offering the Lesson Accelerando Raffle. Raffle proceeds are to benefit the Private Lesson Program. Drawings will be held at the Columbus East High School at the Columbus East High School Band concerts which start at 7 pm. One prize will be drawn on March 7 and three on May 16, 2024, for a total of four. Tickets purchased before the March 7 drawing will be eligible for both drawing dates. The raffle contest will begin on March 1, 2024, and tickets may be purchased from any member of a Columbus East Band or Columbus East High School Band Parents.

2. CONTEST ELIGIBILITY

The contest is open to all persons aged 18 years of age or older, who are legal U.S. residents, and have a U.S. address. The Raffle winners need not be present at the applicable drawing to win or claim any prize. Columbus East High School Band Parents is a registered nonprofit 501(c)3 with current Gaming License #000789 which expires November 30, 2024. The participant further agrees to indemnify and hold harmless Columbus East High School Band Parents and its officers, contractors, agents, volunteers, and representatives from any and all losses, liabilities, claims, suits and costs (including reasonable attorneys' fees) incurred as a result of their participation in this activity, except as referred to herein.

3. DETAILS OF CONTEST ENTRY AND PARTICIPATION

The ticket purchase price (\$5 for 1 or \$25 for 6) does not qualify as a charitable contribution. All entries must include cash payment. Subject to availability, purchasers may buy as many tickets as they wish. The ticket purchaser's entry is filled out as soon as the ticket is purchased. Columbus East High School Band Parents reserves the right, in its sole and absolute discretion to disqualify: false entries, entries suspected of being false, illegible entries, defective entries, incomplete entries, altered entry forms, and entries that do not include valid or complete payment. If for some reason the contest is cancelled prior to the drawing, all ticket purchases will be refunded. If any of the events that the drawings are to be held are postponed, the drawings will be held at the rescheduled event or at another determined time which will be publicized through the organization's social media.

4. PRIZES

The raffle prize on March 7, 2024, will be \$50. On May 16, 2024, the total raffle prize consists of and is limited to a cash prize equal to fifty percent (50%) of the gross raffle ticket sales revenue minus the March 7th prize and will be divided into three prizes of 3rd prize 5%; 2nd prize 15%, and 1st prize 30%. All prize winners are responsible for any and all federal, state and/or local taxes attributable to the winnings. Any fees or other taxes, in connection with the cash prize, are the sole responsibility of a prize winner.

5. NOTIFICATION

Any ticket purchaser whose raffle ticket is drawn at the Prize Drawings will be deemed the winner of a Raffle prize. Winners will be announced on March 7 and May 16, 2024. Winners not present at drawings will then be notified by email and telephone using the information provided when the ticket was purchased. If a winner cannot be located or fails to respond to attempts to contact them within fourteen (14) days after the first attempt to contact them, the winner will be deemed to have forfeited their prize and shall have no further claim to any winnings. The winner grants permission for the use of their name, photograph/likeness for advertising and promotion for this and similar promotions without compensation, unless prohibited by law.

6. RULES AND LIABILITIES

The contest is subject to these Official Rules. These Official Rules shall not be changed by any oral statement made by any person acting on behalf of Columbus East High School Band Parents. By participating, raffle ticket purchasers agree to the following: 1. To be bound by these complete contest rules and the decisions of Columbus East High School Band Parents shall be final and binding. 2. To waive any right to claim ambiguity in the contest or these Official Rules, except where prohibited by law. 3. By accepting the prize, the winner releases Columbus East High School Band Parents, and its officers and members, representatives and agents, and any person or entity associated with the production, judging, or administration of the contest from and against any and all losses, liabilities, claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any contest-related activity or participation in this contest. 4. Except where prohibited by law, the winner's purchase of a ticket and acceptance of a prize constitutes permission for Columbus East High School Band Parents to use the winner's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. 5. Columbus East Band Parents and its board members and their immediate family members are eligible.

7. TAXES

Taxes are the sole responsibility of the winner. The winner will receive an IRS Form W2G, and the amount of the winnings will be reported to the IRS of the awarded prize. The winner of each prize is responsible for any and all federal, state and/or local taxes attributable to the winnings. Any fees or other taxes, in connection with the cash prize, are the sole responsibility of the prize winner. The ticket purchaser is advised to consult his or her tax advisor(s) with respect to the tax liabilities that may arise from winning a prize in this contest. The ticket purchase price does not qualify as a charitable contribution. The winner shall provide to Columbus East High School Band Parents such information regarding the winner (including, without limitation, the winners full legal name and social security number or tax identification number) such that Columbus East High School Band Parents may provide IRS Form W2G or such other documentation regarding the winnings required by applicable law. The winner (i)

acknowledges that unless required by applicable law, Columbus East High School Band Parents shall not withhold any of the winners proceeds from the Raffle contest and (ii) releases and waives any claims against Columbus East High School Band Parents or its officers, contractors, agents, volunteers, or representatives related to any taxable event related to the winnings or the winners failure to comply with all applicable tax laws with respect to such winnings.

8. PRIVACY POLICY

Except as required by applicable law (i.e., IRS Form W2G reporting requirements) Ticket purchasers' information collected during a purchase will only be used to contact the winner of the contest and internally for future contests. No information will be sold or shared with any third-party websites or companies.

9. GENERAL CONTEST INFORMATION

Columbus East High School Band Parents reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the contest or violating these Official Rules and reserves the right to cancel the contest should it suspect fraud or for reasons out of the control of the Columbus East High School Band Parents. Disputes regarding these Official Rules and/or this contest will be governed by the internal laws of the State of Indiana. Any claim(s) or controversy between any of the contest participants and Columbus East High School Band Parents arising out of or relating to the contest and or the contest rules and regulations will be settled by binding arbitration administered in Bartholomew County, IN by a certified arbitrator selected by Columbus East High School Band Parents. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Caution should be taken for any attempt to deliberately damage or to undermine the legitimate operation of the contest. Any such attempts may be in violation of criminal and civil laws and will result in disqualification from participation in the contest. Should any attempt be made, Columbus East High School Band Parents reserves the right to seek remedies and damages, including all fees, such as attorney fees and court costs, to the fullest extent of the law, including criminal prosecution. A contest participant's sole and exclusive remedy for any claim against Columbus East High School Band Parents arising out of the sale of tickets or the conduct of the contest will be limited to the return of the purchase price paid for the ticket(s), and the participant hereby acknowledges that the foregoing remedy is reasonable and not punitive, such remedy being a fair and adequate estimate of the full extent of the loss such participant would incur. In no event will Columbus East High School Band Parents, its officers, contractors, agents, volunteers, or representatives be liable to any party for, and the participant hereby releases such parties from, any loss or injury to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damage.