

## **CAR RAFFLE RULES**

### **Terms and Conditions**

By participating in the Hill Country Family Services (“HCFS”) Changing Someone’s Forever Gala Car Raffle (the “Raffle”), participants agree to be bound by these Terms and Conditions. The Raffle is a fundraiser to support the charitable efforts of HCFS and by participating in the Raffle, entrants acknowledge, understand and agree that their participation in the Raffle is voluntary.

1. **Sponsor.** The Raffle is sponsored by HCFS, a Texas non-profit organization. All decisions made by the Sponsor, with respect to the Raffle, are final.
2. **Eligibility.** The Raffle is open to legal residents of the State of Texas, United States, who are physically located in the State of Texas, United States, 18 years of age or older as of January 1, 2018. HCFS Board Members and Officers and their immediate families are not eligible to enter to participate in the Raffle.
3. **How to Enter.** Raffle tickets are available for purchase in-person at HCFS with the physical address of 118 West Advogt, Boerne, Texas 78006; from any HCFS employee or Board Member; and online at [www.hcfstx.org/gala](http://www.hcfstx.org/gala). If entering the Raffle online, the purchaser will be sent a ticket and receipt via e-mail that will identify the purchaser’s unique raffle ticket number(s). The original printed raffle ticket will be retained by HCFS and the stub entered into the drawing along with the stubs of all other tickets sold. U.S. Postal regulations prohibit the mailing of raffle tickets.
4. **Cost.** The purchase price of each ticket costs \$50.00 and is non-refundable. Each ticket is one chance to win the raffle prize.
5. **Raffle Period.** The Raffle period shall take place from the date the first ticket is sold on June 20, 2018 through October 20, 2018.
6. **Transferability.** A transfer of a raffle ticket constitutes a waiver of the right to claim the prize.
7. **Drawing.** The drawing will be held at the Changing Someone’s Forever event at Mercedes-Benz of Boerne on Saturday, October 20, 2018. In the event of inclement weather, HCFS, may in its sole discretion, modify any pre-determined schedule with respect to the drawing.
8. **Prize.** The prize awarded will be a new, “as is” 2018 Mercedes-Benz GLA 250 with a full manufacturer’s warranty. The car may have several hundred miles indicated on its odometer due to its transport around the Hill Country area during the raffle period.
9. **Affidavit of Eligibility.** The winner of the drawing shall be required to provide HCFS with a signed statement, attesting to the winner’s eligibility, compliance with the terms, and permission for HCFS to use the winner’s name, city, state, voice, and likeness in media releases and other publicity.

10. **Notification.** The holder of the winning ticket shall be notified by telephone and/or e-mail and Certified U.S. Mail at the address provided by the participant. The winner does not need to be present at the drawing to win.
11. **Taxes.** All applicable federal, state, and local tax; registration; and delivery fees associated with winning the prize in the Raffle will be the sole responsibility of the winner. The winner shall be provided a 1099 form for income tax purposes.
12. **Title.** The car prize will be clear of any debt of financing liens.
13. **Amendments.** HCFS reserves the right to amend the terms, conditions, and procedures of the Raffle at any time.
14. **Minimum Tickets Sold.** In the event less than 1,080 raffle tickets are sold before the drawing, a 50/50 cash split of the raffle ticket sales proceeds will be given as a prize to the winner.
15. **Release of Liability.** Participants release HCFS and its directors, officers, members and agents from any and all liability, loss or claim arising out of any raffle prize, and expressly waive any such claim and agree that the liability, if any, of HCFS and its directors, officers, members and agents shall be limited to the price of the Raffle ticket.
16. **Governing Law and Venue.** Terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes relating to the Raffle must be held in courts of competent jurisdiction in Kendall County, Texas.