

# NCBW Dream Raffle –2009

## Official Rules and Regulations

National Coalition Of 100 Black Women, Inc, Bergen/Passaic Chapter (NCBW), a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting this raffle pursuant to New Jersey laws, to raise funds for its' ongoing charitable purposes. The Rules and Regulations of the Dream Raffle are set forth below. By purchasing a raffle ticket the purchaser agrees to be bound by these rules and regulations. NCBW's interpretation and application of the rules and regulations shall be final.

### General Terms and Conditions:

- 1) The Prize Drawings for the Dream Raffle will be held on June 6, 2009.
- 2) The drawing for prizes is open to the public, but the winner does not need to be present to win.
- 3) The Prizes referred to in all raffle materials are "1<sup>st</sup> Prize – 1 week Miami, Fl Condo Vacation – Retail Value of \$3500.- (includes roundtrip airfare for two up to \$200 per person), 2<sup>nd</sup> Prize - \$1000.- Visa Gift Card, 3<sup>rd</sup> Prize - \$500.- Visa Gift Card".
- 4) The IRS has taken the position 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.
- 5) The Prize winners assume applicable fees, local, state or federal taxes (including but not limited to income taxes based on the value of the prize). Likewise, there may be federal, state and/or local tax consequences. These consequences may apply to other prizes as well. NCBW takes no responsibility for any tax liabilities. Consult your tax advisor.
- 6) This offer is void where prohibited by law, and all federal, state and local laws and regulations apply.
- 7) Tickets are \$20.00 each or 6 tickets for \$100. Only one eligible person may be entered in the raffle per ticket sold. If the name of more than one person is submitted with a ticket purchase, and that ticket is selected as a winning ticket, then the person named first will be deemed the holder of record of that ticket and declared the winner. Division of prize by a group purchasing a ticket in common shall be to the sole responsibility of the person named as the holder of record of that ticket, should that ticket be selected as a winner.
- 8) The 1<sup>st</sup> Prize winner of the 1 week Miami, Fl Condo vacation stay must complete their travel by November 30, 2009, blackout dates apply. A refundable security deposit of \$250 is required.
- 9) **All NCBW members and their spouses are prohibited from purchasing and participating as a player in this raffle. No person who has held, operated, conducted or assisting in the holding, operating or conducting of this raffle, shall participate as a player. No person who has participated as a player in this raffle shall hold, operate, conduct or assist in the holding, operating or conducting of this raffle.**
- 10) Persons under the age of 18 years are not permitted to participate in this game of chance (N.J.S.A. 5:8-59).

### Registration with the State of New Jersey:

By letter from the Attorney General's office, NCBW has registered with the Department of Justice under Raffle Registration Number 490-8-37969 and is authorized to conduct raffles in New Jersey pursuant to the provisions of NJ Penal Code for the raffle period which begins December 24, 2008 and ends December 24, 2010.

#### Agreements:

By entering this raffle, entrants accept and agree (1) To be bound by all the rules, limitations and restrictions set forth here and (2) That their names and/or likenesses may be disclosed to and used by the news media and may otherwise be used by NCBW for publicity purposes and in lists of prize winners to be published in area newspapers and announced on NCBW's website. Other rules and regulations may apply. Please contact Muzette Charles if you have questions. NCBW's interpretation and application of the rules and regulations shall be final.

By entering this raffle, each participant releases NCBW, its directors, officers, employees and agents from any and all liability for injuries, losses or damages of any kind caused by participating in the raffle or winning any prize or resulting from acceptance, possession, use or misuse of any prize, and each winner agrees to indemnify and hold NCBW 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.

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor”.

A raffle participant's sole and exclusive remedy for NCBW's breach shall be limited to the return of the purchase price paid for his or her raffle ticket(s). In no event shall NCBW, its directors, officers, employees, agents or representatives be liable to any party for any loss or injuries 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 damages.

Any controversy or claim arising out of or relating to the contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (pursuant to its expedited procedures) under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.