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(Parish Name)

**RAFFLE**

**OFFICIAL RULES**

The Official Rules of the Raffle are set forth herein. By entering the Raffle, Entrants agree to be fully and unconditionally bound by these Official Rules, waive any right to claim ambiguity in the Raffle or these Official Rules and further agree to be bound by the Parish's (as defined below) decisions and interpretation of these Official Rules. Accordingly, you should read these rules carefully before entering the Raffle.

1. ORGANIZATION CONDUCTING RAFFLE: The Raffle is being conducted by \_\_\_\_\_ ("Parish"), which is solely responsible for the Raffle, the administration of these Official Rules, and the awarding of the Raffle prize(s). The Raffle will be conducted in accordance with the State of Texas Charitable Raffle Enabling Act. Net proceeds from the Raffle will be distributed to Parish in accordance with the Texas Charitable Raffle Enabling Act.

2. ELIGIBILITY: The Raffle is open to all U.S. Citizens and legal U.S. residents, physically residing in the State of Texas, who are at least 18 years of age at the time of entry. Members of any Raffle Committee organizing the Raffle and/or Parish employees are not eligible to enter.

3. HOW TO ENTER: Tickets may be purchased for \$\_\_\_\_\_ each, in person from an authorized employee or volunteer of Parish by completing the official entry form, and handing the completed official entry form, along with a check, money order, or required credit card information, to one of the Parish employees or volunteers present.

Tickets will be sold up until \_\_\_\_\_am/pm on \_\_\_\_\_(Date). Subject to availability, Entrants may purchase as many Tickets as they wish. Tickets are personal and can be issued only in the name of one (1) individual Entrant. Prize(s) will not be issued to anyone other than the one (1) Entrant whose name is on the Entry Form and are not transferrable. All sales are final, and no refunds will be issued for Tickets purchased for this Raffle except in the event that the prizes are unable to be awarded.

You have not entered the Raffle until your entry submission, with full payment, has been accepted by Parish. Acceptance of your entry submission will be communicated to you by delivery of a Ticket stub. If a submission is accepted, then it will be deemed to have been accepted on the date and time on which the submission was received.

All Tickets will contain the following information:

- a. the name of the organization conducting the raffle;
- b. the address of the organization;
- c. the ticket price;
- d. a unique sequential number on both the entry and stub portion of the ticket;
- e. a general description of each prize having a value of more than \$10 to be awarded in the raffle; and
- f. the date on which the raffle prize or prizes will be awarded.

4. **ODDS OF WINNING:** The odds of winning a Prize are dependent upon the number of entries and the number of times you enter.

5. **METHOD FOR AWARDING PRIZES:** Parish will conduct a drawing for prize(s) at \_\_\_\_\_ am/pm on \_\_\_\_\_ (Date). The drawing will be conducted by Parish or an uninterested third-party determined by Parish in its sole discretion. The winning ticket(s) will be randomly selected from the accepted entries. You need not be present at the drawing to win.

**PRIZE:** Prizes to be awarded are as follows:

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Prizes cannot be substituted by the winner. Parish reserves the right to substitute prizes of equal or greater value, at its discretion.

6. **NOTIFICATION:** Entrant whose Ticket is drawn ("Winner") at the drawing will be notified verbally at the Event. If Entrant is not present, notification will be made within 48 hours by phone and/or by sending written notification through the U.S. Mail using the information provided on the Entry Form.

If the Winner cannot be located; or fails to respond to attempts at contact or to claim the prize within 30 days of the drawing; or fails to provide all information requested to be eligible to win, including proof of age, proof of identity, and demonstrable proof that the person claiming the prize is the same Entrant named on the winning Ticket and the winning Ticket stub; or fails to remit any and all taxes due, Winner will be deemed to have forfeited the Prize, and another Ticket will be drawn within 30 days to select a new Winner. No further tickets will be sold prior to any additional drawing.

## 7. GENERAL CONDITIONS

(a) The Winner must execute and provide to Parish: (1) an Affidavit of Eligibility, attesting to the Winner's eligibility and compliance with the Official Rules; (2) a Liability Release, releasing the Sponsors (as defined below) from any liability arising out of the Raffle; and (3) a Publicity Release, allowing Parish to use the Winner's name, likeness, voice and biographical information for publicity purposes. The Winner also will be required to provide any other information needed by Parish to comply with applicable laws and regulations, including those relating to the payment of income taxes. By accepting a prize, the winner grants Parish permission for the use of his/her name, likeness and biographical information for advertising and promotional purposes without additional compensation, except where prohibited by law.

(b) Parish reserves the right, exercisable upon its sole discretion, to disqualify any individual found to have (1) violated these Official Rules; (2) interfered with the entry process or the operation of the Raffle; (3) altered or attempted to alter the random outcome of the Raffle; (4) violated any law or regulation by participating in the Raffle; or (5) fraudulently completed the entry form or provided other false information to Parish.

(c) IN NO EVENT WILL THE PARISH, ITS COUNCIL / COMMITTEE MEMBERS, AGENTS, VOLUNTEERS OR EMPLOYEES (COLLECTIVELY, "SPONSORS") OR THE DIOCESE OF DALLAS, BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE RAFFLE AND TO THE PRIZE, THE SPONSORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) All taxes, fees, assessments, title and registration fees, insurance, and like charges, associated with the receipt or use of the prize, are the sole responsibility of the Winner.

WINNERS WILL BE RESPONSIBLE, AT THE TIME THE PRIZE IS CLAIMED, FOR PAYMENT TO PARISH OF THE FULL AMOUNT OF ANY FEDERAL INCOME TAX WITHHOLDING CALCULATED WITH RESPECT TO THE FAIR MARKET VALUE OF THE PRIZE, IF APPLICABLE. THE FAILURE TO PAY THE WITHHOLDING AMOUNT AND PROVIDE A VALID TAXPAYER IDENTIFICATION NUMBER WILL RESULT IN A FORFEITURE OF THE PRIZE WITHOUT FURTHER RECOURSE IN LAW OR EQUITY. ADDITIONALLY, THE VALUE OF THE PRIZE MAY BE REPORTED TO THE INTERNAL REVENUE SERVICE, IN WHICH CASE THE WINNER WILL RECEIVE AN INFORMATION STATEMENT FROM PARISH FOR PURPOSES OF FEDERAL INCOME TAX REPORTING. FOR ADDITIONAL INFORMATION REGARDING THE TAX CONSEQUENCES OF THE RECEIPT OF THIS PRIZE, PLEASE CONTACT YOUR TAX ADVISOR. PRIZE MUST BE PICKED UP NO LATER THAN

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(e) The value of the prize is based upon good faith estimates by Parish as of the date the Raffle was commenced. The Sponsors assume no responsibility for changes in market conditions that may affect the value of a prize. There is no guaranty that a Winner will be able to sell any prize for the estimated value, or that the IRS, or its counterpart in any state's jurisdiction, will accept the value of the prize for purposes of determining any tax that may be due by the Winner.

(f) ***Entrants hereby fully release the Sponsors and the Diocese of Dallas from any and all liability caused by or resulting from the use or possession of any prize awarded or caused by or resulting from participation in the Raffle or any related promotion.***

(g) Parish assumes no responsibility for lost, late, misdirected or undelivered entry submissions, or any error, delay, or interference with entry.

8. EXTENSION OF RAFFLE: At Parish's sole discretion and option, the dates for the drawing may be extended by no more than thirty days.

9. DISPUTE RESOLUTION: Venue of any action brought concerning the Raffle shall be in Dallas, Texas, and shall not be subject to transfer to another venue or locale for any reason. By entering the Raffle, you agree that you will not commence or participate in any class action litigation, or join with any other person in a legal proceeding, concerning the Raffle. The Raffle, these Official Rules, the entire relationship between you and Parish, and any legal proceeding arising therefrom (whether based on contract, tort, law or equity), shall be governed by, construed in accordance with, and enforced pursuant to, the laws of the State of Texas, without regard to its conflict of laws principles.

10. AMENDMENT OF RULES: If, for any reason, the administration, security, fairness, or integrity of the Raffle has been compromised, Parish reserves the right, exercisable at its sole discretion, to cancel, terminate, modify or suspend the Raffle. The Official Rules may be amended by Parish at its sole discretion.