

OFFICIAL WICHITA WAGONMASTERS 50/50 RAFFLE RULES **RAFFLE DATE OF OCTOBER 1, 2022**

The Wichita Wagonmasters (Sponsor) will operate a 50/50 Charitable Raffle at The 2022 Wichita Wagonmasters Downtown Chili Cookoff.

TICKET PRICE. \$5.00 for 3 tickets
\$10.00 for 10 tickets
\$20.00 for 40 tickets
\$50.00 for 120 tickets
\$100 for 240 tickets

RAFFLE LICENSE. Kansas Department of Revenue- Kansas Raffle License: RAF000181

ELIGIBILITY. Participants must be (i) eighteen (18) years of age or older and (ii) legal U.S. residents, in order to be eligible to win the prize. **Participants do not need to be present to win the prize.** Participants will be notified immediately via electronic means of the outcome. Members of the 2022 Wichita Wagonmasters Downtown Chili Cookoff 50/50 Raffle Committee are not eligible to win.

PURCHASE LOCATIONS. Tickets can be purchased online via <https://www.wagonmasters.org/chili-cookoff> from 12:00a.m. (C.S.T.) on September 1, 2022 to 3:00pm (C.S.T.) on October 1, 2022. Tickets may also be purchased during the event from one of the designated ticket selling locations or an indicated 50/50 Raffle Ticket Seller located in Wichita Wagonmasters Downtown Chili Cookoff Footprint.

PRIZES. **Grand Prize.** One (1) grand prize of fifty percent (50%) of the net proceeds (gross proceeds less direct costs) from the cumulative sale of Raffle tickets during the Raffle Period will be awarded for the Raffle (the "Grand Prize"). Direct costs include a 10% fee from the online platform RafflesNow.com and applicable credit cards fees.

WINNER SELECTION. The Grand Prize winning ticket for the Raffle Period will occur at 3:00 p.m. on Saturday, October 1, 2022. The winning ticket number will be announced at the time of the drawing via instantaneous electronic notification of all participants. The winner ticket is selected via a highly secure 3rd party random number generator. No member of the Wichita Wagonmasters nor the Wichita Wagonmasters Downtown Chili Cookoff 50/50 Raffle Committee has access to the electronic selection of the winning ticket.

ODDS OF WINNINGS. The odds of winning depend on the total number of Raffle tickets sold.

WINNER NOTIFICATION/RELEASES. The winning ticket number will be announced via instantaneous electronic notification. To claim the prize, potential winner does not need to be

present. **Official Wichita Wagonmasters 50/50 Raffle electronic tickets are the only valid receipts and the only acceptable proof allowed for claiming a prize.** The winner must meet with the Sponsor Contact listed below, in person within 30 days of the drawing, to complete a winner affidavit of eligibility, IRS Form W-9, liability/publicity release form, or the prize will be forfeited and donated to the Wichita Wagonmasters Good Life Grants. Except where prohibited by law, acceptance of a prize constitutes winner's permission for the Sponsor and any of the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements, and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Within thirty (30) days following completion of the paperwork required by law and Sponsor, the Grand Prize will be distributed via a check made payable to the aforementioned winner which will be picked up at Wagonmasters Headquarters located at Wichita Cowtown Museum by the winner. When picking up the winnings, winner must present two forms of identification, one of which must include the winner's photo. A completed and signed Form W-9 is acceptable as the non-photo form of identification.

JURISDICTION AND RELEASE BY PRIZE WINNERS: The Raffle shall be governed by and interpreted in accordance with the laws of the State of Kansas. Except where prohibited by law, all winner(s), by acceptance of a prize, agree to release the Sponsor and the Promotion Entities from any and all liability for claims, actions or proceedings for injuries or damages sustained in connection with the receipt, ownership or use of the prize or while traveling to, preparing for or participating in the Raffle or any prize-related activity. In the event any such claims are allowed, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Raffle but in no event attorneys' and/or experts' fees; and winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages (including attorneys' fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. The winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the winner to execute any document and winners acknowledge that they have not executed any document in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. The winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document. By entering this Raffle, you consent to the laws of Kansas as the governing laws and to the exclusive jurisdiction of the courts of the State of Kansas.

LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of any ticket(s) at any point in the operation of this Raffle; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers

utilized in any aspect of the operation of the Raffle; (d) inaccessibility or unavailability of the Internet or any combination thereof. Entrants agree that the Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Grand Prize for the Raffle will be fifty percent (50%) of the net proceeds (gross proceeds less direct costs) from the cumulative sale of Raffle tickets during the Raffle Period.

SPONSOR. The Wichita Wagonmasters.

TAXES. All winners are subject to IRS and Kansas rules and regulations regarding gambling winnings. Winners of prizes over \$600 will receive a W-2G from the Wichita Wagonmasters. Sponsor will not distribute monetary prizes to any winner without having received such winner's signed IRS Form W-9. Any winner of a prize greater than \$5,000 will have federal income tax withheld from their winnings in accordance with IRS guidelines and regulations while also receiving form W-2G. **Taxes will be the sole responsibility of the winners. The Internal Revenue Service takes the position that no portion of the Raffle ticket price will qualify as a charitable contribution for federal income tax purposes. Sponsor will withhold twenty-four percent (24%) from the winnings if the amount of the prize is greater than \$5,000 and will report this amount to the IRS on Form W-2G.** Wichita Wagonmasters encourages you to seek out the counsel of an attorney and/or tax professional.

GENERAL RELEASE. All other expenses related to the receipt and use of the prize(s) not specifically mentioned herein are the sole responsibility of the winner. The Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Entry in Raffle constitutes your agreement to abide by these rules. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Raffle if it is not capable to running as planned, including, but not limited to, the following reasons: infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of the Sponsor, and Sponsor will have the right to select the Raffle prize winning tickets from amongst the eligible entries as of the time that any action is taken. In the event of a dispute as to the identity of a winner, the entry will be deemed made by the holder of the winning Raffle ticket, unless such winning Raffle ticket has been signed or otherwise endorsed by another person, in which case, such other person will be deemed the winner of the applicable prize. Neither the Sponsor nor any of the Promotion Entities shall have any liability or responsibility for any claim arising in connection with participation in this Raffle or any prize awarded. Entrants assume all liability for any injury or damage caused, or claimed to be caused,

by participation in this Raffle or the redemption, use or misuse of any prize. In the event of any dispute regarding the Raffle rules, the decision of Sponsor is final.

SPONSOR CONTACT: Mr. Jonathan W. McConnell, McConnell Law Firm, P.A., 100 N. Broadway, Ste. 400, Wichita, Kansas 67202.

GOVERNING LAW: This Raffle is governed by Kansas law without regard to its conflict of laws provisions.