

Melvin Henry Center Raffle

Official Rules

By participating in Melvin Henry Center Raffles, the participant agrees to abide by all of the rules and decision of Melvin Henry Center, which shall be binding and final in all matters related. This raffle is subject to all applicable federal, state, and local laws. **Copies of these rules are available at www.melvinhenry.or and all points of purchase**

- 1** Licensee: Melvin Henry Center, 5825 Jefferson Blvd. Frederick MD 21703 and 6872 Winchester WV, Inwood, WV 25428
- 2** Net Proceeds: All proceeds benefiting Melvin Henry Center, a recognized MD and WV Public Charity, and the programs it develops and sustains; along with other non-profit organizations it supports.
- 3** Prizes: All Prizes are identified on Raffle Tickets according to State and Federal laws and associated advertising.
- 4** Eligibility to Enter: Tickets may only be purchased by individuals 18 years and older according to the following rules.
- 5** Purchase of Ticket: Raffle tickets are available for purchase in person by eligible individuals (see Eligibility to Enter above). The cost of tickets shall be identified on the raffle ticket and according to WV and MD law. Tickets will be available in person and at locations to be advertised by Melvin Henry Center and determined by Melvin Henry Center, individual and/or corporate sponsor. Raffle Tickets may not be purchased by anyone under the age of 18 years. Official Rules are available at points of sale, at advertised locations, and at locations in which the motorcycle shall be displayed, and should be read before ticket purchase. **Raffle Tickets Are Non-Deductible.** No portion of the Raffle ticket price may be deducted as a charitable contribution for federal income tax purposes.
- 7** Total number of tickets and odd of winning: The odds of winning are identified on Raffle tickets and associated advertising and according to State and Federal laws.
- 8** Transfer of Raffle Entries. Individuals purchasing Raffle tickets may decide to give away their raffle tickets with the understanding that they give up any claim they might otherwise have to the Prize if they give away a winning ticket. The Raffle shall be operated under the rules and regulations associated with the raffle license issued to Melvin Henry Center by the states of MD and WV. Raffle tickets may not be resold to other parties and may not knowingly give Raffle tickets away for the purpose of allowing to re-sell Raffle tickets. Re-sell of Raffle tickets in violation of the Official Rules shall be ineligible to participate in the Raffle or to win the Prize.

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9 Drawing: Potential winners will be selected in a random drawing from eligible Entries received before raffle closing dates. If for any reason, the Drawing cannot be held at the allotted time, it will be held within a reasonable time thereafter. The winning ticket number and Winners first name will be posted on Melvin Henry Center's website and social media outlets within 24 hours of drawing, along with other event advertising for 30 calendar days. As identified in "Notification of Potential Winners," the owner of the winning Raffle ticket has 30 days to claim their Prize. Purchaser forfeits the Prize if they fail to claim their Prize in 30 calendar days.

10 Notification of Potential Winners: Potential winners will be notified according to the contact information provided on the Raffle Ticket.

11 Determination of Official Winners: Melvin Henry Center shall have the sole discretion to determine whether a Potential Winner is an Official Winner of any Prize. A potential must be eligible to participate in the Raffle under these Official Rules and in accordance to these Official Rules as determined by Melvin Henry Center's sole judgment. A potential winner must verify their identity and age in person and within 30 days of notification. A potential winner must provide Melvin Henry Center with all tax identification information required by federal, state, or local law. A potential winner must provide Melvin Henry Center with payments for any required withholding taxes due prior to that Potential Winner's receipt of any Prize. If for any reason the requirements for Determining Official Winners are not satisfied, or if Melvin Henry Center is for any reason unable to identify the holder of a winning Raffle Ticket or to contact a Potential Winner, then that Potential Winner's Prize will be deemed forfeited and the Prize will be awarded by Melvin Henry Center in a manner selected in its sole discretion.

The Melvin Henry Center will use the following rules to determine the true identity of a Potential Winner and the Official Winner of each Prize: 1) a valid United States Driver's License within 30 days of Official Drawing; 2) Melvin Henry Center shall presume that the possessor of the Winning Raffle Ticket is the lawful owner of that Raffle Ticket and that ticket's winning number; 3) Melvin Henry Center shall not make any inquiry whatsoever into the circumstances under which that person came into possession of the Winning Raffle Ticket.

12 Awarding of Prizes: Prizes will be awarded to the Official Winner at the time and place identified as the Official Drawing or within 30 days of the Official Drawing.

13 Taxes and Other Expenses: All state and local taxes, and other expenses not specifically mentioned herein, including but not limited to title, registration, insurance, or other fees are the sole responsibility of the Official Winner.

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- 14 General Conditions:** Melvin Henry Center is not responsible for stolen, lost, damaged, illegible, or given away entries that are no longer in the purchaser's possession; Melvin Henry Center is not responsible for tampered or re-sold entries or tickets transacted in violation of these Official Rules. Delayed, misdirected, undelivered, not fully captured, or gargled entries are not the responsibility of Melvin Henry Center. Melvin Henry Center is not responsible for typographical, printing, mechanical, or electronic errors or other related to materials or in the administration of the raffle including identifying Potential Winners. Determining the Official Winner, or announcing or delivering the Prize. If any of the portion of the Raffle is compromised in the judgment of the Board of Directors by a non-authorized activity or other cause jeopardizing the security and fairness of the raffle, then the Executive Director of Melvin Henry Center in his/her sole discretion to suspend, modify, or terminate the Raffle and return monies to all participants. All Entry purchases shall be final and refunds and replacements will be issued according to applicable local and federal laws. Melvin Henry Center has sole and final decision on admissibility of entries and the determination of Official Winner in accordance to the rules and conditions under which the Raffle is governed.
- 15 Release of Liability:** Participants in Melvin Henry Center Raffles agree that the following persons and entities will have no liability whatsoever for, and held harmless by entrants against, any liabilities for injuries, losses, cost, expenses or damages of any kind outside of this agreement, resulting from direct and/or indirect participation in this Raffle; including the acceptance, possession, misuse or use of any Entry or Prize distributed by Melvin Henry Center.
- 16 Publicity Release:** By accepting her/his Prize, grants Melvin Henry Center use of the Winners First name, city and state of origin, photograph, voice, and/or other likeness and Prize information for advertising, trade, and promotional purposes without further compensation and with proper notice for review and approval for distribution to all media known to Melvin Henry Center in perpetuity.
- 17 Trademarks:** All trademarks are the property of their respective owners, and may not be used except with express written consent of the trademark owners.
- 18 GOVERNING LAW; SEVERABILITY:** The Raffle and these Official Rules shall be subject to and governed by the laws of the State of MD and WV. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.
- 19 Governing Law and Severability:** All Melvin Henry Center Raffles shall be subject to and governed by the laws of applicable states. If a court of correct jurisdiction finds any provision of these Official Rules or their applications to a particular persons or circumstances, to be invalid or unenforceable to any extent, then the remainder of

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these Official Rules and their application to other persons or circumstances shall not be affected by that determination and shall remain enforceable to the fullest extent permitted by law.

Limitations, Enforcement, and Jurisdiction

This Agreement constitutes the entire agreement among the above named parties. No waiver, change, or modification in this Agreement is valid or binding unless agreed to in writing and signed by all parties.

Each party warrants that it has the right to enter into this Agreement and to grant all the rights it has granted through it.

No party will be liable for failure to perform as required by this Agreement in the event that such failure is caused by or due to illness or physical disability, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, or any other cause beyond the party's control.

If either Composer or Sponsor is unable to fulfill the terms of this Agreement, and if, after reasonable effort, a resolution between the parties can not be reached, then either party shall have the right to terminate this Agreement. In such a case, each party will hold the other harmless for the termination of the Agreement, and neither party will be liable to the other for any unfulfilled obligations as described herein.

This Agreement is governed by and shall be construed under applicable Federal and State laws of West Virginia. Any disputes relative to this Agreement shall be settled according to the laws of the State of West Virginia.