## LAKE TRUST CREDIT UNION FOUNDATION RAFFLE HOUSE RULES

The Lake Trust Credit Union Foundation ("Foundation"), a 501(c)(3) non-profit organization that exists to make a positive impact in Michigan through grants, donations, outreach programs, and scholarships, is sponsoring a charitable raffle event to raise funds for ongoing charitable purposes. The conduct of the Lake Trust Credit Union Foundation Raffle ("Raffle") shall be governed by the official terms and conditions noted below ("House Rules"). By purchasing a Raffle ticket to enter the Raffle drawing, you fully and unconditionally agree to comply with and be bound by these House Rules.

**BRIEF SUMMARY:** Raffle winner will be awarded 33.3% of the total proceeds of all ticket sales collected during the raffle period preceding each drawing date, up to a maximum of \$20,000.00. Top prize based on the sale of all 3,000 tickets. Limited to Michigan residents 18 years or older. Lake Trust Credit Union ("Lake Trust") membership is required. **Other restrictions/exclusions apply. See below for full details.** 

RAFFLE PERIOD: The Raffle begins on Monday, April 8, 2024 and concludes on Thursday, May 23, 2024 ("Raffle Period").

**DRAWING DATE:** The Raffle drawing will be held on June 12, 2024 ("Drawing Date").

RAFFLE TICKET SALES: Raffle tickets will be available for purchase at all Lake Trust branch locations in Michigan during the official Raffle Period. Raffle tickets will be sold during each branch's normal business hours and must be purchased in person. The price of each Raffle ticket is \$20.00. There is no limit to the number of Raffle tickets an eligible individual may purchase; provided however, a maximum of 3,000 Raffle tickets will be sold during the Raffle Period. Each Raffle ticket represents one Raffle entry. Raffle tickets are only valid for the Drawing Date printed on the ticket and in these House Rules. Raffle purchasers may not transfer or sell their Raffle ticket(s). Except in cases where the Raffle is officially cancelled by the Foundation, Raffle tickets are nonrefundable.

**ELIGIBILITY & RESTRICTIONS:** To be eligible to participate in this Raffle, ticket purchaser must be 18 years of age or older; a legal resident of the State of Michigan; and a member in good standing with the Credit Union. New members to Lake Trust must meet field of membership and account eligibility requirements at the time of Raffle ticket purchase.

**Ineligible Groups:** Current employees of Lake Trust; independent contractors contracted with Lake Trust; Lake Trust board members; Foundation board members; and individuals residing at the same primary address of said employees, contractors, and board members are NOT eligible to participate in the Raffle. The Raffle is void outside of the State of Michigan.

**PRIZE:** One (1) cash prize awarded for each Drawing Date. The amount awarded depends on the total number of tickets sold. Winner will be awarded 33% of the total proceeds of all Raffle ticket sales sold during the Raffle Period, up to a maximum of \$20,000.00 ("Prize"). The maximum Prize amount of \$20,000.00 is based on the sale of all 3,000 tickets during the Raffle Period. The Prize will be deposited into the Raffle winner's Credit Union account. The Prize is non-transferrable and cannot be exchanged for any other prize.

DRAWING & PRIZE CLAIM/WINNERS: One (1) winning Raffle ticket will be randomly selected from the pool of eligible entries received during the Raffle Period. The Raffle Drawing will be held on June 12, 2024 at 4:30pm at Lake Trust Credit Union Headquarters located at 4605 Old US Highway 23, Brighton, MI 48114. The winner must have maintained their Lake Trust accounts in good standing at the time of the drawing. The winning ticket holder need not be present at the time of drawing in order to win. The winning Raffle ticket is subject to verification at the sole discretion of the Foundation.

The Prize MUST be claimed by the winner within 60 calendar days of the Drawing Date. If the Prize is not claimed within 60 calendar days from the Drawing Date, that winner is disqualified, and a new winner will be selected from the pool of eligible entries received during the Raffle Period. The selection process will continue until an eligible winner is selected and the Prize is successfully claimed and awarded.

- The Foundation will make reasonable efforts to notify the Raffle winner first by phone, next by email, and lastly by postal mail. If
  the Foundation is ultimately unable to successfully make contact with the Raffle winner within 60 calendar days of the Drawing Date,
  that winner will be disqualified, and a new winner will be selected.
- 2. The winner understands and agrees that the Foundation reserves the right to publicly announce the winner through website and social media channels belonging to it and its affiliate, Lake Trust, including but not limited to the Raffle's official webpage; the Lake Trust's webpage; and Lake Trust's Facebook, Instagram, and LinkedIn webpages.
- 3. The winner agrees to complete, sign, and return to the Foundation <u>all</u> required documentation (including, but not limited to, a publicity/media release form, liability release form, and a W-9 Tax Identification and Certification form) <u>within the required timeframe</u> before the winner will receive the Raffle Prize.
- 4. If all required documentation is not received by the Foundation within 15 calendar days of the date the winner was provided the documentation, that winner will be disqualified, and a new winner will be selected.
- 5. If a winner refuses the Prize, fails to comply with the House Rules, or is ruled ineligible for any other reason, they are deemed disqualified, and a new winner will be selected.

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6. The winner authorizes the Foundation and/or Lake Trust, to use and publish their name, image, likeness, or voice or likeness for advertising and marketing purposes as further described in the Publicity and Media Release Form section of these House Rules.

**TAXES AND EXPENSES FORM:** The Raffle cash Prize is considered ordinary income for tax purposes. Furthermore, no portion of the Raffle ticket price is considered a charitable contribution for purposes of tax deductibility. The Raffle winner will be solely responsible to pay any applicable federal, state, local taxes, costs, and expenses associated with winning the Raffle. The Foundation will report the winnings to the IRS as required by law. The winner should consult with their tax advisor to determine what their personal liability will be should they win the Raffle Prize. As a condition of claiming the Prize, the winner must complete all required tax documentation.

**PUBLICITY AND MEDIA RELEASE FORM:** As a condition of claiming the Prize, the winner will be required to sign a media release form consenting to the use of their name, image, likeness, and/or voice for advertising, marketing, or public relations purposes to be used in any future Foundation and/or Lake Trust publications in any format available now or in the future (including, print or digital media), without further compensation, notification, or permission, except where prohibited by law. All images and recordings created or captured will remain the sole and exclusive property of the Foundation and/or Lake Trust.

**Email:** By participating in this Raffle and providing their email address, all Raffle participants understand and agree that the Foundation may contact the Raffle participant for promotional purposes using the email address provided with the Raffle ticket purchase. Providing an email address does not alter the chances of winning.

**GENERAL LIABILITY RELEASE FORM:** As a condition of claiming the Prize, the winner will be required to sign a general release form acknowledging and agreeing that the Foundation, Lake Trust, and their respective officers, directors, employees and agents shall have no liability and will be indemnified and held harmless for any liability, damages, or causes of action of any kind with respect to or arising out of participation in the Raffle and/or acceptance of the Prize.

GENERAL CONDITIONS: By participating in the Raffle, participants agree that all decisions made by the Foundation on any matters related to this Raffle are final and binding. The Foundation reserves the right to refuse the sale of a Raffle ticket, refuse to accept a Raffle entry, and/or disqualify any participant at any time, in its sole discretion, if it determines that any of these House Rules are not being met. The Foundation reserves the right to modify, amend, or terminate these House Rules without notice at any time for any reason. The Foundation, in its sole discretion, will decide any disputes arising from this Raffle and the rules governing it. BY PURCHASING A RAFFLE TICKET, EACH RAFFLE PARTICIPANT ACKNOWLEDGES AND AGREES THAT LAKE TRUST CREDIT UNION FOUNDATION AND LAKE TRUST CREDIT UNION, AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS:

- 1. Have made <u>no</u> express or implied representations, warranties, or guaranties relative to the operation of the Raffle or to any Prizes or winners, and are not responsible for any errors in Raffle operations, prizes, materials, or any typographical or technical errors.
- 2. Are released from liability and held harmless from any and all liability for any claims, losses, damages, or causes of action of any kind with respect to or arising out of Raffle participant's participation in the Raffle.
- 3. Are not responsible for lost or stolen Raffle tickets or for tickets purchased by a member of the "Ineligible Groups" as defined above.

Odds of winning are based on the total number of Raffle entries received, e.g., if 100 tickets are sold, odds of winning are 1 in 100.

**IDENTIFICATION OF WINNERS:** The Foundation reserves the right to publicly announce and disclose the winner of the Raffle. Disclosure of the winner's name is available to the public upon request. To request the Raffle winner's name, send requests in a self-addressed, stamped envelope to: Lake Trust Credit Union Foundation, 4605 S. Old US Highway 23, Brighton, MI 48114. Requests for official Raffle Winners must be received within sixty (60) days of the Drawing Date.

**DISPUTES:** Legal disputes related to the Raffle must be filed within six (6) months of the determination of the Raffle winner. Failure to file a legal claim within the 6-month timeframe constitutes a waiver of that legal claim. Participation in the Raffle constitutes participant's agreement to be bound by the 6-month limitation period.

**GOVERNING LAW; SEVERABILITY:** Administration of this Raffle and these House Rules shall be governed by the laws of the State of Michigan without regard to any choice of law or conflict of law principles that would require or permit the application of another state's laws. Any failure by the Foundation to enforce a term in these House Rules shall not constitute a waiver of that term.

**Severability:** The invalidity or unenforceability of any provision contained within these House Rules shall not affect the validity or enforceability of the remaining provisions.

**SPONSOR AND ADMINISTRATOR; RAFFLE LICENSE:** This Raffle is sponsored and administered by the **Lake Trust Credit Union Foundation** located at 4605 S. Old US Highway 23, Brighton, MI 48114. Raffle License Number: **C31482**.

EFFECTIVE DATE: The effective date of these House Rules is April 8, 2024.