

**LOURDES FOUNDATION**

**Rock this Raffle: Lourdes Foundation Jeep Mazda Giveaway 2019  
WINNER NOTIFICATION AGREEMENT**

This LOURDES FOUNDATION *Rock this Raffle: Lourdes Foundation Jeep Mazda Giveaway 2019* WINNER NOTIFICATION AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Lourdes Foundation and \_\_\_\_\_ (“Winner”).

WHEREAS, the Winner acknowledges that he/she may win EITHER the Jeep Wrangler Unlimited Sport OR Mazda Miata;

WHEREAS, the Winner acknowledges that Winner is a United States resident and 18 years of age or older;

WHEREAS, the Winner acknowledges that Winner is an individual, as opposed to an organization such as, but not limited to, a corporation, partnership or unincorporated association;

WHEREAS, the Winner has won a \_\_\_\_\_ Vehicle Identification Number \_\_\_\_\_ (the “Prize”) under the terms and conditions of the *Rock this Raffle: Lourdes Foundation Jeep Mazda Giveaway 2019* and acknowledges that the payment made to him/her under this Agreement is being made;

WHEREAS, the Parties desire to set forth the terms of this Agreement;

THEREFORE, in consideration of the foregoing and the mutual covenants and other valuable consideration as set forth herein, the Parties agree as follows:

**1. Lourdes Foundation’s Obligations.** Lourdes Foundation agrees to award the Winner \_\_\_\_\_, of the **Rock this Raffle: Lourdes Foundation Jeep Mazda Giveaway 2019** above mentioned Prize. Prize shall not be transferred until all legal requirements have been met. Upon Winner complying with all of Winner’s obligations herein, Lourdes Foundation shall notify the dealership which sold the prize to Lourdes Foundation to title the vehicle in the name of Winner.

**2. Winner’s Obligations and Consent**

**2.1 No Relationship.** Winner acknowledges that nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship. Winner is not authorized to make any representation, contract or commitment on behalf of Lourdes Foundation unless specifically requested or authorized in writing to do so by an officer of Lourdes Foundation. Winner acknowledges that Winner is not an employee of Lourdes, KATC TV 3, or Cordillera Communications or their immediate family or an owner or board member of Acadiana Automotive Group,

## 2.2 Acceptance.

**2.2.1** Winners accept Prize “AS IS, WHERE IS”, subject to all latent and patent conditions, with absolutely no express or implied warranties of any kind by Lourdes Foundation. It is expressly agreed that there are no warranties, express or implied, made by Lourdes Foundation on the Prize or the Prize’s chassis, parts or accessories. Lourdes Foundation hereby expressly disclaims and the Prize is awarded and transferred without any warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. **WINNER SPECIFICALLY, AND PARTICULARLY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ., AND/OR FOR DIMINUTION OF THE PURCHASE PRICE HEREINABOVE RECITED PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2541 ET. SEQ.**

**2.2.2** Winner shall have no rights in, and ownership of the Prize shall not transfer until each of the following occurs: (i) the Prize is fully and unconditionally accepted by Winner within 5 days of Winner’s name being drawn and return of this Agreement as provided for in this Agreement; (ii) until complete delivery of the prize is made to Winner; (iii) Winner has paid Lourdes Foundation, in good funds, all taxes, fees, title and license costs as set forth herein; and (iv) Winner has provided Lourdes Foundation proof of insurance for the Prize. The Prize shall remain the sole property of Lourdes Foundation until unconditionally accepted "AS IS, WHERE IS" by Winner. Failure to execute and return this Agreement and accept the Prize within 5 days of name being drawn, and pursuant to the terms stated in this Agreement, will automatically result in forfeiture of the Prize, with no substitution or alternative prize available to the original Winner. In the event of forfeiture, an additional Winner will be awarded the Prize.

**2.2.3** Winner acknowledges that if there is more than one name on an entry, the Prize will be awarded to the first name listed on the entry as the Winner, so long as that person is 18 years old or older and a U.S. resident. Winner further acknowledges that it is the sole responsibility of the Winner in a multiple party entry to allocate any Prize among the participants in that entry.

**2.3 Taxes.** Winner is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the value and receipt of the **Rock this Raffle: Lourdes Foundation Jeep Mazda Giveaway 2019** Prize and any term of this Agreement. Lourdes Foundation will report the Prize awarded to the Winner by filing Form W-2G with the Internal Revenue Service (IRS) as required by law and, concurrently with executing this Agreement, will be required to collect from Winner applicable withholding tax in the amount of 25% Federal and 6% State. **The IRS requires that taxes on prizes valued greater than \$5,000 must be paid**

**upon acceptance and before Lourdes Foundation may deliver the prize to the winner.** Winners are encouraged to consult a tax professional. Winner agrees to pay to Lourdes Foundation the following taxes and fees for the Prize, upon execution of this Agreement:

Value of Vehicle 1: **Jeep Wrangler Unlimited Sport**, \$47,615- \$50 ticket price =\$47,565

<b>Type of Tax:</b>	<b>Amount:</b>
Federal Income Tax (25%):	\$11,891.25
State Income Tax (6%):	\$2,853.90
Sales Tax (State and Parish): *	\$4,280.85
Title and License Fees:	\$437.50 (payable to Dealer)
<b>Total: \$19,463.50</b>	

**The taxes for your prize, Vehicle 1, is total \$19,463.50\***

Value of Vehicle 2: **Mazda Miata**, \$32,460-\$50 ticket price= \$32,410

<b>Type of Tax:</b>	<b>Amount:</b>
Federal Income Tax (25%):	\$8,102.50
State Income Tax (6%):	\$1,944.60
Sales Tax (State and Parish)*	\$2,916.90
Title and License Fees:	\$405.50 (payable to Dealer)
<b>Total: \$13,369.50</b>	

**The taxes for your prize, Vehicle 2, is total \$13,369.50\***

**\*Taxation rates vary by parish or county. Average of 9% used for this calculation.**

#### **2.4 Consent to Use Photo/Video.**

**2.4.1** Winner consents to Lourdes Foundation, Acadiana Automotive Group and KATC TV3 their affiliates, board members, donors, sponsors, subsidiaries, officers, agents and employees to use any photographs and/or video tapes in which Winner appears, as well as use Winner's name and words, whether reproduced in written, video or other form, for Lourdes Foundation's and/or Acadiana Automotive Group's advertising and marketing purposes. Such materials may be used in written material or web sites.

**2.4.2** Winner expressly acknowledges that Lourdes Foundation has no obligation to use Winner's voice, likeness or name in connection with any advertising or marketing; and further acknowledges that Lourdes Foundation may delete, edit, change and/or rearrange all or any of the foregoing. Winner further acknowledges that any opinion expressed by Winner during any videotaping is Winner's own, and not the opinion of Lourdes Foundation. Winner further agrees that the statements made by Winner during videotaping are true and correct to the best of Winner's knowledge.

**2.5 No Substitution.** Prizes may not be substituted or exchanged by Winner. No cash settlement will be awarded on any prize.

**2.6 Risk of Loss; Insurance** Winner assumes the risk of loss relating to the Prize from the moment of execution of this Agreement. Additionally, Winner shall be solely responsible for insuring the Prize in compliance with the laws of the State of Louisiana. Winner acknowledges that Lourdes Foundation will not insure the Prize whatsoever. Winner must provide Lourdes Foundation proof of insurance prior to transfer of the Prize to Winner.

**2.7 Additional Documents.** Winner will execute such additional documents requested by Lourdes Foundation, including but not limited to any documents requested by the dealership which sold the Prize to Lourdes Foundation, to title the vehicle in the name of Winner.

### **3. Release.**

**3.1** Winner unconditionally releases Lourdes Foundation, Acadiana Automotive Group and KATC TV 3 and their present, former and future directors, officers, owners, shareholders, partners, sponsors, employees, agents, board members, donors, attorneys, parent, subsidiaries, successors affiliated or related entities, insurance carriers and assignees (hereinafter collectively referred to as the “Released Parties”), from and against any and all claims, liabilities, demands, actions, causes of action, costs and expenses, whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, suspected or unsuspected, which Winner or Winner’s successors-in-interest ever had, now have, or may, shall, or hereafter have by any reason, matter, cause or thing whatsoever, arising out of Winner’s vehicle prize, photographs, recordings or anything related thereto.

**3.2** Lourdes Foundation maintains no control of the personnel, equipment or operations of any supplier and assumes no responsibility for any financial loss, personal injury, property damage, other loss, accident, delay, inconvenience or irregularity which winners may experience by reason of (1) performance/nonperformance by any supplier; (2) wrongful, careless, negligent, or unauthorized acts or omissions on the part of any supplier or its employees or on the part of any other party not under the control of Lourdes Foundation; (3) any defect, breakdown or other failure of any aircraft, train, automobile, ship, accommodation, or other equipment or instrumentality owned, operated, or otherwise used by a supplier or; (4) any acts of God, acts or omissions of third parties, damage or loss associated with any terrorist activities, social or labor unrest, mechanical or construction failures, disease, local laws, climactic conditions, or other conditions or developments. Lourdes Foundation shall in no event be liable for special or consequential damages arising from the use or ownership of the Prize. Participants hereby release the Released Parties from any such claims.

**4. No Assignment.** Winner represents and warrants that Winner has not transferred or assigned any of the claims, demands or causes for action released herein and will not institute legal proceedings based upon or arising out of any claim, demand or

cause of action released herein against any of the Released Parties.

## **5. Indemnification.**

**5.1** Winner agrees to indemnify and hold harmless the Released Parties, and each of them, jointly or severally, against any loss or liability whatsoever, including reasonable attorney's fees caused by any action or proceeding before any court or government agency, commission, division or department of any state, federal or local governing body, which is brought by the Winner or Winner's successors-in interest, if such action or proceeding arises out of or is related to any claim, demand or cause of action released herein.

**5.2** Winner agrees to indemnify, defend and hold harmless the Released Parties, and each of them, from any taxes, assessments, penalties or interest payments that any of the Released Parties may at any time incur by reason of any demand, proceeding, action or suit brought against any of the Released Parties arising out of or in any manner related to local, state or federal taxes allegedly due in connection with the payment set forth above.

**6. Confidentiality.** Except as required by law, the Winner will not disclose privately or publicly any terms or provisions of this Agreement to anyone other than his/her spouse, attorneys or accountants, who each shall likewise not disclose any of the terms or provisions of this Agreement to any third party.

**7. Non-Disparagement.** Winner agrees that Winner will not, at any time, make comments, whether oral or in writing, that tend to disparage or injure Lourdes Foundation its officers, directors, agents, shareholders, subsidiaries, employees, sponsors, donors, board members, products, events and services, provided, however, that nothing in this Agreement will be construed to preclude Winner from complying with the terms of a validly issued subpoena.

## **8. Miscellaneous Provisions.**

**8.1 Governing Law and Venue.** This Agreement is made under, and shall be governed, construed and interpreted by, and in accordance with, the laws of the State of Louisiana, without regard to any conflicts of law provisions contained therein. Any action or proceeding regarding this Agreement shall be instituted and conducted in Lafayette Parish. The provisions of this Section shall survive the termination of this Agreement.

**8.2 Severability.** In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

**8.3 Construction.** The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of the Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the

plural, and the part the whole, (b) references to one gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “and/or” (d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (e) references in the Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

**8.4 Entire Agreement.** This Agreement, including all schedules and exhibits attached hereto, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understanding other than this Agreement relating to the subject matter hereof.

**8.5 Counterparts.** This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

**I CERTIFY THAT I HAVE READ THE OFFICIAL CONTEST RULES, AND THE FOREGOING RELEASE PRIOR TO ITS EXECUTION, AND THAT I FULLY UNDERSTAND THE CONTENTS OF BOTH. I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN AND IN THE OFFICIAL RULES.**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date noted below.

By *Lourdes Foundation Executive Director:*

\_\_\_\_\_  
Jeigh O. Stipe

\_\_\_\_\_  
Date

By *Rock this Raffle: Lourdes Foundation Jeep Mazda Giveaway 2019 Winner:*

\_\_\_\_\_  
(Signature of Winner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)