

## Rock this Raffle - Lourdes Foundation Jeep Mazda Giveaway 2019

### TERMS AND CONDITIONS—Official Rules

Thank you for supporting the **Rock this Raffle - Lourdes Foundation Jeep Mazda Giveaway** conducted by Lourdes Foundation.

#### *The following Terms and Conditions shall apply:*

- **Sponsor:** The *Rock this Raffle: Lourdes Foundation Jeep Mazda Sweepstakes* is sponsored by **Lourdes Foundation**, herein referred to as "**Sponsor**". The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. **Sponsor** will not be responsible for typographical, printing or other inadvertent errors in these Terms and Conditions or in other materials or announcements relating to the Sweepstakes.
- **How to Enter:** *The Rock This Raffle – Lourdes Foundation Jeep Mazda Giveaway* (The Sweepstakes) will begin at Midnight on November 8, 2018 and end at 11:59 a.m. (C.T.) on March 20, 2019 (Sweepstakes Period). **Sponsor** will be the official timekeeper for the sweepstakes. Enter by visiting the official registration page by clicking the contest link at [www.lourdesfoundation.com](http://www.lourdesfoundation.com) and completing all of the required information and following all posted instructions. By participating in the Sweepstakes, you agree to be bound by **Sponsor's** Winner's Agreement, <https://lourdesrmc.com/ways-to-give/foundation/car-raffle>
- **Prize Description:** There will be two prize winners. One prize winner will receive a 2018 Jeep Wrangler Unlimited Sport, Stock #448052; sale price is \$47,615. Another prize winner will receive a 2018 Mazda Miata, Stock #191002: MSRP is \$32,460.
- **Winner Selection and Odds:** On **March 20, 2019**, during KATC TV3's 5pm Newscast, sponsor will select two (2) potential Grand Prize Winners in a random drawing from all eligible entries received during the Sweepstakes Period. There will be a maximum of 15,000 tickets sold in this Sweepstakes. Only the number of prizes stated in these Terms and Conditions is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Terms and Conditions to be available and/or claimed, **Sponsor** reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.
- A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL **SPONSOR** HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY. Potential winners will be notified by phone call if number is provided and/or in writing in the Winner Notification Agreement ("WNA"). Potential winners will have five (5) days from the date of receipt of the WNA to accept the prize by executing and returning the WNA pursuant to the terms stated therein. Failure to execute and return the WNA and accept the prize "as is", timely, and pursuant to the terms stated in the WNA, will automatically result in forfeiture of the prize, with no substitution or alternative prize available to the original potential winner. In the event of forfeiture by a potential winner, an additional potential winner will be drawn from the remaining eligible entries. **Sponsor's** inability to reach a potential winner after a reasonable (as solely determined by **Sponsor**) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in **Sponsor's** sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random

drawing from among all remaining eligible entries received during the Sweepstakes Period. Odds of winning depend upon the number of eligible entries received.

- **On March 27<sup>th</sup>, 2019 at 5:30pm**, the two winners will appear at Acadiana Automotive Group at 1700 SW Evangeline Thruway, Lafayette, LA to determine who wins the Jeep and who wins the Mazda. The first person whose name was drawn in the March 20<sup>th</sup> drawing will choose one of two boxes containing either the key to the Jeep or the Mazda – and will win the vehicle that corresponds to the key inside the box. The second person whose name was drawn will receive the remaining box containing the other key – winning the remaining vehicle.
- A ticket represents a chance to win the opportunity to accept an offer of the stated prize on these Terms and Conditions and, upon winning, those additional terms in the "Winner Notification Agreement," which are incorporated herein by reference. If you hold a ticket or a receipt, your ticket has been entered in the raffle, subject to these Terms and Conditions. Winning tickets shall be selected by random drawing and all participants have an equal opportunity to win. Tickets, receipts and the winners' rights are not transferable.
- Winners need not be present to win. You may enter the sweepstakes as often as you like but a maximum of one (1) prize will be awarded per person.
- Winners must accept prizes "AS IS," without alterations or additions and subject to all latent and patent conditions, with absolutely no express or implied warranties of any kind given by Lourdes Foundation.
- Prize will not be awarded, and will be forfeited, if the ticket was issued in exchange for a check returned for "insufficient funds" or for a credit card charge deemed "declined," "invalid," or "stolen."
- Prizes may not be substituted or exchanged by winner. No cash settlement will be awarded on any prize.
- The IRS has adopted the position that the \$50 ticket price is not deductible as a charitable donation for federal income tax purposes.
- All sales of raffle tickets are final and there will be no refunds. Unless & until a ticket has been paid in full, said ticket will not be entered in the drawing. There will be no refund for any partial ticket payment(s).
- Winner shall have no rights in prize until the prize is fully and unconditionally accepted by winner by the timely acceptance of terms in the WNA and until complete delivery of the prize is made to winner. All prizes remain the sole property of **Sponsor** until unconditionally accepted "as is, where is" by winner.
- Acceptance of a prize is permission for **Sponsor, Acadiana Automotive Group, and KATC Communications, LLC** to use the name, picture, video image, and relevant quotes of winner in any media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation. Additionally, acceptance of a prize is agreement by the winner that the prize will not be used for fundraising for an entity other than **Sponsor**.

- **Winner is subject to all Federal, State income taxes and applicable Sales taxes and any other taxes payable and/or fees due to acceptance of the prize and the law, regulations, procedures, rules and directives applicable to raffles. All Federal, State and local laws relating to the transfer, ownership or use of the prize apply.** Prize shall not be transferred until all legal requirements have been met. Winner of each vehicle agrees MSRP will be used to determine the value of each vehicle for income tax and all other purposes. 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.
- **Eligibility:** Employees of **Lourdes Foundation, known as Sponsor** and their immediate families are not eligible to win any prize. "Immediate Family" is defined as the spouse, domestic partner, and children (and their spouses/domestic partners) of the employee. This definition also includes individuals for whom an employee is the current legal guardian or individuals who are not legally related to but who reside with an employee. ("Step" relationships also are covered by this definition.) are not eligible to participate. Owners and board members of **Acadiana Automotive Group** and their immediate families are not eligible to win any prize. "Immediate Family" is defined as the spouse, domestic partner, and children (and their spouses/domestic partners) of the owner or board member. This definition also includes individuals for whom an owner or board member is the current legal guardian or individuals who are not legally related to but who reside with an owner. ("Step" relationships also are covered by this definition.) Employees of **KATC Communications, LLC** and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. The determinations of Lourdes Foundation and the Lourdes Foundation Board Members are final and binding with respect to any matter arising out of the interpretation or application of these terms and conditions.
- **Sponsor** 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 or nonperformance of prize; or (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 **Sponsor**. **Sponsor** shall in no event be liable for special or consequential damages arising from the use or ownership of any prizes. Participants hereby release **Sponsor** from any such claims.
- **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS **SPONSOR, KATC Communications, LLC, and Acadiana Automotive Group** AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE

QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

- **Participation.** By participating, participants agree to be bound by these Terms and Conditions and the decisions of **Sponsor** and any Sweepstakes judges or administrators selected by **Sponsor**, which are final and binding in all respects. **Sponsor** reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by **Sponsor**. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of **Sponsor** which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, **Sponsor** reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, **Sponsor** reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by **Sponsor**.
- **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT **SPONSOR** MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND **SPONSOR** HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

- 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. It is the sole responsibility of the winner in a multiple party entry to allocate any prize among the participants in that entry.
- Void where prohibited by law.
- This is not a solicitation.
- Must be a U.S. resident and 18 years of age or older to participate and to win any prize.

- Only an individual, as opposed to any organization such as, but not limited to, a corporation, partnership or unincorporated association may be the recipient of each prize.
- Lourdes Foundation does not rent or sell its donor or supporter list information to third parties.
- **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**Purchase of this ticket constitutes full agreement by the purchaser that he/she agrees with all terms and conditions set forth herein.**