

1st Annual Heritage Baptist Church and The Cross Christian School Car Raffle

REGULATIONS

Official Rules for the 2025 Heritage Baptist Church and The Cross Christian School Car Raffle

OFFICIAL RULES: By participating in the Heritage Baptist Church and The Cross Christian School (the “Church” and “School”) Car Raffle (the “Raffle”) held by the School on January 7, 2025 to March 7, 2025 each participant (“Participant”) agrees to be bound by these “Official Rules” and by the decisions of the Church and School (collectively, the “Rules”), and the Rules shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state, and local laws.

SPONSOR: Heritage Baptist Church and The Cross Christian School (“Sponsor”), is a not for profit with addresses are as follows;

Heritage Baptist Church
690 Lynn Street Lebanon, MO 65536

The Cross Christian School EIN 43-1256810
Elementary—Heritage Baptist Church 690 Lynn Street, Lebanon, MO 65536
Middle School and High School—Hillcrest Baptist Church 399, Hoover Ave., Lebanon, MO 65536.

PROCEEDS: One hundred percent (100%) of the revenue from the Raffle will benefit Sponsor, a Missouri non-profit corporation and tax-exempt Section 501(c)(3) and the programs that Sponsor supports. These programs aim to support The Cross Christian School.

PRIZES (MAXIMUM ONE WINNER PER DRAWING): The prizes for The Cross Christian School Raffle are as follows:

- 1st Prize—1948 Chevy Stylemaster Coupe
- 2nd Prize---\$2,500 Big Cedar Lodge Gift Card
- 3rd Prize—1/2 Beef from Williams Meat Company
- 4th Prize—1/2 Beef from Williams Meat Company
- 5th Prize---\$500 Visa Gift Card
- 6th Prize---\$500 Visa Gift Card
- 7th Prize---\$250 Amazon Gift Card
- 8th Prize---\$250 Amazon Gift Card

There will be a maximum of one (1) winning Raffle ticket (“Official Winner”) selected during the Drawing (as hereinafter defined), for each prize 1st through 8th inclusive and the Official Winner of each Drawing will, subject to the Rules be awarded their respective prize.

Winners will be drawn the week of March 10, 2025 and will be notified by the School via phone or email.

Released parties (as hereinafter defined) (a) make no warranty, guaranty, or representation of any kind concerning any Prize 1st through 8th inclusive and (b) disclaim any and all expressed and/or implied warranty. The Prize cannot be assigned, transferred, substituted, or redeemed for cash or credit, except in the sole discretion of Sponsor. Odds of winning depend on the number of tickets sold during the Promotion Period.

Any and all Prizes are subject to any and all applicable taxes as permitted or required by law. Each official Winner is responsible for all costs, fees, and taxes resulting from or relating to the 1st Prize vehicle or other Prizes as set forth above.

ELIGIBILITY TO ENTER: During the dates and times and other details specified below, **Raffle tickets MAY BE PURCHASED ONLY BY PERSONS 18 YEARS OF AGE OR OLDER in accordance with the Rules. Raffle tickets may NOT be purchased by anyone under the age of eighteen (18)**, regardless of location or method of purchase. The Raffle is void outside of the State of Missouri and wherever prohibited by law.

ENTRY: The prices of the Raffle tickets shall be \$25.00 for each raffle ticket. For purposes hereof, the “Raffle Period” shall mean the period beginning at 9:00 PM CST on January 7, 2025 and ending at 06:00 PM CST on March 7, 2025.

RAFFLE TICKETS DEDUCTIBLE OR NONDEDUCTIBLE: Sponsor makes not representation or warranty as to whether or not raffle tickets may be deducted as a charitable contribution for state or federal income tax purposes. Participants should contact their tax preparer or applicable governmental agency on deductibility or nondetachability.

DRAWING: Winning Raffle tickets will be selected from a random drawing of printed ticketholders, from among all eligible Entries (as hereinafter defined) received (i.e., Raffle ticket purchases) (the “Drawing”). **As determined by Sponsor in its discretion, the Drawing will be held during THE WEEK OF March 10, 2025. The Drawing will be held at such time during the Event as determined by Sponsor.** If for any reason whatsoever the Drawing cannot be held during the Event, Sponsor will determine the drawing date and time at Sponsor’s discretion. The winning Raffle ticket number will be announced by Sponsor as set forth above via telephone or email. As provided below

under “NOTIFICATION OF POTENTIAL WINNERS,” each Potential Winner (as hereinafter defined) will have thirty (30) calendar days from the date of the Drawing to claim his or her Prize. A Potential Winner will be disqualified from the Raffle and not entitled to receive a Prize if he or she does not present the winning ticket to Sponsor within the Prize Claim Period. Prizes that would have been given to the disqualified Potential Winner if not for disqualification shall remain the property of Sponsor to use for charitable purposes

NOTIFICATION OF POTENTIAL WINNERS: AFTER NOTIFICATION BY TELEPHONE OR EMAIL BY SPONSOR EACH POTENTIAL WINNER MUST CONTACT SPONSOR DIRECTLY TO BEGIN THE PROCESS REQUIRED TO CLAIM HIS OR HER PRIZE WITHIN THE PRIZE CLAIM PERIOD. DURING THE PRIZE CLAIM PERIOD TO MAKE ARRANGEMENTS SO SPONSOR MAY INSPECT AND VERIFY EACH POTENTIAL WINNER’S RAFFLE TICKET AND OTHER INFORMATION. A POTENTIAL WINNER’S FAILURE TO FOLLOW ANY OR ALL OF THE REQUIREMENTS CONTAINED IN THESE RULES SHALL RESULT IN THE DISQUALIFICATION OF SUCH POTENTIAL WINNER. IN THE EVENT OF DISQUALIFICATION OF A POTENTIAL WINNER, THE PRIZE SHALL CONTINUE TO REMAIN THE PROPERTY OF SPONSOR.

DETERMINATION OF ANY OFFICIAL WINNER: Sponsor shall have the sole discretion to determine whether a Participant with a winning Raffle ticket (“Potential Winner”) is an Official Winner of a Prize. Sponsor’s decision concerning the identity of all Official Winners shall be final and binding. To become an “Official Winner”: (1) a Potential Winner must be eligible to participate in the Raffle under the Rules and must not be in violation of the Rules as determined in Sponsor’s sole judgment; (2) that Potential Winner must have a winning Raffle ticket and must contact Sponsor by the deadline specified above under “**NOTIFICATION OF POTENTIAL WINNERS**”; (3) that Potential Winner’s winning Raffle ticket must be inspected and verified in person by Sponsor by the deadline specified above; (4) that Potential Winner must execute and return to Sponsor an affidavit of eligibility on a form to be provided by Sponsor and provide all tax identification information and other information and documents required by federal, state, or local law or otherwise requested by Sponsor; and (5) where applicable, provide Sponsor with payment for any required withholding taxes due prior to that Potential Winner’s receipt of the Prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if Sponsor is unable for any reason to identify or contact a Potential Winner, then that Potential Winner will be disqualified, and the Prize will continue to remain the Property of Sponsor to sue for charitable purposes.

Sponsor shall use the following rules to determine the identity of any Potential Winner and of the Official Winner of the Prize: Sponsor shall conclusively presume that the person who is in possession of that Raffle ticket is the lawful owner of that Raffle ticket and that ticket’s winning number, and Sponsor shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. In the unlikely event that an error or

problem in the administration of the Raffle results in two (2) or more Raffle ticket purchasers holding winning Raffle tickets that contained identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning Raffle ticket.

AWARD OF PRIZE TO OFFICIAL WINNER: A Prize will be awarded to the Potential Winner who has been designated by Sponsor as an Official Winner. The 1ST Prize will be arranged to be picked up from Sponsor within thirty (30) business days of Official Winner delivering a winning Prize Raffle ticket, along with a valid driver's license, and a copy of valid car insurance to a representative of Sponsor as described above. At the election of Sponsor Winners will be required to execute an Affidavit of Eligibility, a Release, and Indemnification Agreement, and to retrieve the prize at Winner's sole cost and expense. In the event of noncompliance with these Rules or any of the conditions set forth herein, the winning prize will be forfeited, and no winner will be named.

TAXES: Sponsor shall not be required to withhold any applicable taxes and any applicable local, state or federal taxes shall be the sole responsibility of the Winner for each prize.

****GENERAL CONDITIONS:**** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) entries or Raffle tickets (collectively, "Entries") which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession; (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries or payments that are delayed, misdirected undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability, or use of any network, server, ISP, website, computer, telephone, cable, or satellite modem or connect, hand held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server ISP or any equipment or programming used in or associated with the Raffle; (4) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, as described in clauses (1) through (4), "Errors"), including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining Official Winners, or announcing or delivering the Prize; or if any portion of the Raffle is compromised, in Sponsor's sole judgment, corrupt or impair the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of Entries (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify, or terminate the Raffle, and to select a Potential Winner from among all eligible, non-suspect Entries received before the known occurrence or discovery of such Compromising Event. All Entry purchases shall be final, and no refunds or replacements will be issued by Sponsor. Sponsor has sole and final decision on admissibility of Entries and the determination of Prize Official Winner. This Raffle shall be governed and construed according to the laws of the State of Missouri, without

regard to the principles of conflicts of law, and submission of an Entry constitutes acceptance of such laws. All federal, state and local laws and regulations apply. This Raffle is void where prohibited or restricted by law and subject to all federal, state and local laws and regulations. By entering this Raffle, Entrants agree to be bound by these Official Rules, and the decisions of the Sponsor are final and binding in all respects. All taxes (including applicable federal, state and local taxes), fees, costs of delivery/transportation, and surcharges on prizes are the sole responsibility of the Official Winner. By participating and accepting a prize, so long as there is no legal prohibition, Official Winner agrees to the use of his or her name for advertising or publicity purposes and to the use of statements made by or attributed to him or her relating to Sponsor or this promotion, and releases any and all rights to said use without further compensation.

RELEASE OF LIABILITY: Participants, by participating in the Raffle, agree that Sponsor, and each of its staff, members, affiliates, subsidiaries, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, managers, members, contractors, volunteers, licensees, consultants, and agents (collectively, the “Released Parties”) will have no liability whatsoever for, and shall be held harmless by Participants against, any liability for injuries, losses, cost, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, or other harm arising from or in connection with, whether in whole or in part or directly or indirectly, this Raffle or the acceptance, possession, misuses or use of any Entry or Prize, the Rules and their application thereof, all means of Raffle ticket sales, Raffle process, and/or winning Raffle ticket selection.

****Publicity Release:**** Each Official Winner, by accepting his/her Prize, grants Sponsor and Sponsor’s designees and affiliates, including Sponsor full permission to use that Official Winner’s name, address (city and state) photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

COPYRIGHT: All Raffle materials are or may be copyrighted by Sponsor, and may not be copied, reproduced or used for any purpose without Sponsor’s express prior written consent.

GOVERNING LAW; SEVERABILITY: The Raffle and the Rules shall be subject to and governed by the laws of the State of Missouri, and any litigation brought by any Participant shall be subject to the exclusive jurisdiction of Laclede County, State of Missouri. As a condition of entering the Raffle, each Participant agrees that (1) any and all disputes, claims, controversies, or causes of action arising out of or relating to the Raffle, or any prize awarded (each, a “Claim”), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party; and (2) under no circumstances will such Participant be permitted to obtain awards for, and such Participant hereby waives all rights to claims, punitive, incidental, consequential, or any

other damages, other than for actual out-of-pocket expenses. If a court of competent jurisdiction finds that any provision of the Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of the Rules, and the application of all of the Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law. **DEPOSITING RAFFLE TICKETS OR RELATED MATERIALS IN THE FEDERAL MAILS IS A VIOLATION OF FEDERAL LAW AND COULD LEAD TO CRIMINAL PENALTIES.**

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE RAFFLE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF THESE RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW FROM, ANY INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT."

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**~BY PURCHASING A RAFFLE TICKET(S), YOU CERTIFY YOU HAVE READ THE OFFICIAL RULES AND REGULATIONS, YOU ARE A MISSOURI RESIDENT, AND YOU ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF PURCHASE.**