



## Guardians of the Children, San Antonio Chapter

### Raffle Terms and Conditions

#### **RAFFLE DESCRIPTION AND WINNER SELECTION**

The raffle being conducted is set to take place on September 16, 2023 at **Helotes Fairgrounds 12210 Leslie Rd Helotes, TX 78238**. Drawing will begin at 6pm starting from the 5<sup>th</sup> place prize, and numerically drawing until the 1<sup>st</sup> place prize is drawn. Drawing will take place in a Ticket Drum, with each prize ticket awarded being removed before the succeeding number is drawn from a Ticket Drum containing all tickets purchased and subsequently deposited during 2023. Ticket sales will end at approximately 6:30 pm on September 16, 2023. The individual drawing the tickets will be a child, independent of Guardians of the Children membership through their custodial parent or guardian. The child selected will be at random, and drawn from the crowd. The drawing will take place on Facebook live through the Guardians of the Children San Antonio Facebook page, @GOCSATX. Winners will be notified within 3 business days of the completion of the drawing.

#### **ELIGIBILITY**

Eligibility for the raffle is any individual, who is not a member of Guardians of the Children, San Antonio, and is a legal resident of the United States. Any member of Guardians of the Children, San Antonio, who inadvertently wins a prize at the drawing of the raffle immediately forgoes their winnings and a new ticket will be drawn.

#### **PRIZES DESCRIPTION**

Prizes for the raffle to be held on September 16, 2023 will be listed as the following, in order of drawing:

- 5) \$100 VISA Gift Card
- 4) \$250 VISA Gift Card
- 3) \$500 VISA Gift Card
- 2) Americus Diamond Circle of Support Diamond Pendant, valued at \$2,500
- 1) Choice of the following:
  1. 2023 Harley Davidson, Roadglide model, in any base color\*
  2. 2023 Harley Davidson, Streetglide model, in any base color\*
  3. Cash value option from Harley Davidson\*\*

\*Base color is set by Javelina Harley Davidson and subject to manufacturer base colors, and is not at the discretion of Guardians of the Children, San Antonio chapter. Base color option is offered exclusively by Javelina Harley Davidson, and is non-transferrable to any other Harley dealership

\*\*Cash value option is at the discretion of Javelina Harley Davidson, and is not at the discretion or control of Guardians of the Children, San Antonio, regarding the value offered as the Cash Value Option.

#### **RAFFLE ENTRY**

Entry into the raffle is through the purchase of a raffle ticket for \$10. Each ticket constitutes as one entry into the drawing, and there is no set limit on the amount of tickets an individual can purchase.

#### **WINNER NOTIFICATION**

Winner of each raffle will be notified through the notation of an e-mail, and/or phone number, depending upon what is provided. Participants in the raffle are responsible for ensuring their information is legible and correct, as no other mediums or attempts will be made to contact the raffle winners other than what is provided on the ticket stub at the time of purchase.

Winner will be responsible for any taxes, title, or licensing for their purchase. Guardians of the Children San Antonio does not pay taxes, title, or licensing for any of the prizes mentioned in the raffle prize description above.

Winners will have 45 days to claim their prize. At the completion of 45 days, on the 46<sup>th</sup> day, the prize will be remitted to the San Antonio Chapter's general organization fund for its cash value (if prize #1 remains unclaimed), remitted to Americus Diamond (if prize #2 remains unclaimed), or used in the process of organization expenses facilitating Guardians of the Children, San Antonio's mission statement (if prize #3, #4 and/or #5 remain unclaimed).

#### **PRIVACY**

Guardians of the Children San Antonio does not share, or sell, information generated from the raffle. Information is retained in the form of ticket stubs only, and kept for a term of 9 months for inspection of legal authorities ensuring the validity of the raffle.

#### **LIMITATION OF LIABILITY**

Guardians of the Children is liable for the raffle prizes. In the event of default or bankruptcy by any participating organization whose raffle items are listed (Javelina Harley Davidson, Americus Diamond, or VISA) a substitute item will be generated, within the organization's capacity, to the nearest monetary value possible. In the event of a default on the drawing, requiring the drawing to be rescheduled, the drawing will be scheduled and take place within 30 days of the originally posted date of September 16, 2021, to occur no later than October 14<sup>th</sup>, 2021.

## **SOCIAL NETWORK AND PARTNER DISCLAIMER**

Facebook, Javelina Harley Davidson, Americus Diamond, VISA, and any other party involved in the Guardians of the Children, San Antonio raffle, either by contribution of prizes, or affiliation due to marketing, are not liable for the prizes listed, and participation in the raffle releases them of any liability.

## **WINNER LIST**

A list of winners will be posted to the Guardians of the Children, San Antonio website, [www.gocsatx.com](http://www.gocsatx.com), and will occur by the 46<sup>th</sup> day. Any prizes remaining unclaimed on the 46<sup>th</sup> day will be denoted on the webpage.

## **SPONSORING ORGANIZATIONS**

Guardians of the Children, San Antonio is proud to sponsor the prizes for the raffle, and is assisted in doing so by Americus Diamond (who provide the Americus Diamond Circle of Support Diamond Pendant) and Javelina Harley Davidson (who provide a discounted price on the motorcycles raffled). The raffle is conducted and managed by Guardians of the Children, San Antonio.

## **PROCEEDS**

Proceeds used through the generation of selling raffle tickets fund the proceeding years expenses, spent in fulfilling the mission statement of Guardians of the Children. Guardians of the Children, San Antonio is a 501c(3) organization, as defined and granted by the Internal Revenue Service, and all proceeds are tax deductible within the legal limits for individuals and organizations.

## **ADDITIONAL RULES AND REGULATIONS**

- 1) Winner specifically acknowledges that winner shall be responsible for the payment of all tax, title fees, license fees, insurance requirements and other charges as may be required under any law, ordinance, statute, regulation or otherwise.
- 2) Guardians of the Children, San Antonio's decision is final with respect to all matters relating to awarding of the Prize and shall not be subject to review or appeal by any entrant or by any third party.
- 3) Your participation in the Raffle is deemed your agreement that Guardians of the Children, San Antonio may use your name, likeness or image for promotional and marketing purposes without the requirement for any payment to you and you hereby grant Guardians of the Children San Antonio the right to do the same and expressly waive any claims against Guardians of the Children, San Antonio in this regard.
- 4) The Prizes are neither transferable nor exchangeable
- 5) By entering the Raffle, each entrant unreservedly agrees to these terms and conditions which govern the Raffle and the awarding of the Prize.

- 6) By entering the Raffle each entrant agrees to release, discharge and hold harmless the Guardians of the Children, San Antonio, its legal representatives, affiliates, subsidiaries, agencies and their respective officers, directors, employees and agents from any damages whatsoever suffered, sustained or allegedly sustained in connection the Raffle or the acceptance of the Prize.
- 7) The winning entrant shall be solely responsible for any taxes levied in relation to the delivery or receipt of the Prize.
- 8) Guardians of the Children, San Antonio reserves the right to alter these terms and conditions at any time and in its sole discretion.
- 9) Guardians of the Children, San Antonio reserves the right, at any time, to cancel, modify or suspend the Raffle if, in its sole judgment, the Raffle is not capable of being conducted as specified.
- 10) These terms and conditions and any matters relating hereto shall be governed by and construed in accordance with the laws of Texas and jurisdiction over any and all disputes shall be exclusive to the state and federal courts in San Antonio, Texas.