

# THE VNA OF FOX VALLEY 2010

## “BIG BIKES FOR LITTLE TYKES” RAFFLE

### OFFICIAL RULES

**1. THE VNA OF FOX VALLEY 2010 “BIG BIKES FOR LITTLE TYKES” RAFFLE IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. THE RAFFLE IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY (19 OR OLDER IF A RESIDENT OF AL OR NE). VOID OUTSIDE THE 50 STATES/D.C. AND WHERE PROHIBITED. SEE FURTHER ELIGIBILITY RESTRICTIONS IN RULE 5, BELOW.**

**2. HOW TO PARTICIPATE:** The VNA of Fox Valley 2010 “Big Bikes for Little Tykes” Raffle (“Raffle”) sponsored by VNA of Fox Valley (“Sponsor”) begins June 18, 2010 and ends September 12, 2010 (the “Raffle Period”). You will receive one (1) entry into the Raffle’s prize drawing\* for each Raffle ticket you obtain for a \$10.00 per-ticket donation during the Raffle Period. Raffle tickets may be obtained from authorized representatives of Sponsor at various locations (please check our website - - [www.vnafoxvalley.org](http://www.vnafoxvalley.org) - - for event locations) and during regular business hours 8:00 a.m. through 4:00 p.m. Monday through Friday) at VNA of Fox Valley, 400 N. Highland Ave. Aurora, Illinois. All tickets must be purchased by September 12, 2010. Each eligible person who purchases a Raffle ticket shall be referred to herein as an “entrant”, and each such ticket shall be referred to herein as a “Raffle ticket” “ticket” or “entry”. (\*See details of the prize drawing in Rule 3, below.)

Sponsor is not responsible for: (i) Raffle tickets that are lost, stolen, incomplete, illegible, damaged, or destroyed; (ii) any causes that jeopardize the administration, security, fairness, integrity or proper conduct of this Raffle; (iii) incorrect or inaccurate information supplied by an entrant; (iv) any errors of any kind, whether printing, production, typographical, mechanical, human or otherwise, in any Raffle-related materials or in the announcement of the prizewinner; or (v) misrepresentation, cheating or fraud by any entrant. All entries become the exclusive property of the Sponsor and will not be returned or acknowledged except as provided herein. All incomplete or otherwise non-conforming entries will be disqualified. If Sponsor, in its sole discretion, determines that an individual is tampering with or attempting to tamper with the Raffle entry process or the Raffle, generally, or has entered or is attempting to enter the Raffle in any manner other than that which is expressly provided in these Rules, then such individual will be disqualified and ineligible to receive the prize.

Sponsor reserves the right to terminate this Raffle without notice if, in Sponsor's sole discretion, the Raffle becomes corrupted or if the Raffle otherwise cannot operate as planned; in such event, the Sponsor will select the winner in a random drawing from among all eligible, non-suspect entries received as of the date/time the Raffle was terminated.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

By participating in this Raffle, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, binding and conclusive in all matters relating to the Raffle.

**3. WINNER SELECTION/ PRIZE DRAWING:** A random drawing to select the prize winner will be conducted by the Sponsor on or about September 12, 2010, from among all valid, eligible entries received in accordance with these Rules. The potential prize winner will be notified by postal mail, email and/or telephone and will be required to complete an Affidavit of Eligibility and Publicity/Liability Release within seven (7) days of receipt or the winner may be disqualified and an alternate winner randomly selected from among the remaining entries received. The prize will be awarded provided it is claimed properly in accordance with these Official Rules.

**4. PRIZE:** Only one (1) Prize will be awarded in this Raffle. The specific prize awarded will depend on the number of Raffle tickets sold, as follows:

If 3,000 or more tickets are sold during the Raffle Period, then the prize will consist of a 2010 Harley Davidson® Softail® Fat Boy motorcycle (“Motorcycle”) with an Approximate Retail Value (“ARV”) of \$16,000. Prize winner is responsible for all title, license, insurance and registration fees in connection with acceptance and use of the prize. Sponsor pays sales tax. Any options not included with prize or modifications to prize will be the prize winner’s sole and full responsibility, and all related costs must be negotiated with, and paid directly to, the dealer by winner. Prize winner must take delivery of the Motorcycle from Starved Rock Harley Davidson, 750 Centennial Drive, Ottawa, IL, by September 22, 2010, 2010 or the prize will be forfeited and winner will receive no compensation in lieu thereof. Color and any other specific features of prize will be determined by Sponsor and dealer. Any difference between the ARV and the actual value will not be awarded.

If fewer than 3,000 tickets are sold during the Raffle Period, then the prize will consist of a cash prize based upon the ratio of tickets sold divided by the maximum tickets available times total ticket sale less expenses.

**Example:** Assuming 2000 tickets sold, 5000 maximum tickets available:

$2000/5000=0.4$

\$10.00 per ticket = \$20,000

$(\$20,000-\text{expenses}) \times 0.4 = \text{cash prize.}$

If cash prize is awarded, it will be in the form of a check payable to winner.

The prize winner will be issued an IRS Form 1099 for the value of the prize and **will be responsible for payment of all local, state and federal income taxes associated with the prize.** A copy of the Form 1099 will be furnished to the IRS.

Odds of winning the prize depend on the number of eligible entries received in accordance with these Rules.

The prize must be accepted in the manner described herein. In the event the selected prize winner cannot accept the prize in the manner provided herein, or if winner declines to accept the prize, or if the Sponsor deems the winner ineligible to receive the prize, then or if the winner fails to properly claim the prize in accordance with these Rules, then the prize will be forfeited and an alternate winner will be selected in a random drawing from among all remaining eligible entries.

The prize is nontransferable, non-assignable and may not be redeemed for cash or otherwise substituted except as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value should the advertised prize become unavailable for any reason.

**5. OTHER CONDITIONS:** Sponsor is not responsible for inability of winner to accept the prize in accordance with these Rules. By accepting the prize in this Raffle, the winner consents to the use of his/her name, photograph, biographical information, voice recordings and/or likenesses (filmed, taped, photographed or otherwise) for advertising or publicity purposes by Sponsor in any media worldwide without limitation and without additional compensation, notice or permission.

**6. RELEASE OF LIABILITY:** By participating, each entrant agrees to release and hold harmless the Sponsor, its parent company, affiliates, subsidiaries, consultants, ticket sellers and promotion and advertising agencies, and the officers, directors, agents and employees of each of the foregoing, and all others associated with the development and execution of this Raffle (collectively referred to as the "Released Parties"), from and against any and all liability with respect to, or in any way arising from or in connection with, participation in this Raffle and/or the acceptance, possession or use of the prize (if awarded to entrant), including, but not limited to, liability for personal injury, death, damages, or loss of any kind. By accepting the prize, the winner acknowledges and agrees that the Sponsor and Sponsor's parent company, affiliates, subsidiaries, consultants ticket sellers and promotion and advertising agencies, and the officers, directors, agents and employees of each of the foregoing, have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any component thereof, including without limitation, its quality, merchantability, mechanical condition or fitness for a particular purpose. The only warranties, representations, etc. (if any) that may apply to the prize are those provided by the prize manufacturer and/or prize supplier. Any issues that may arise after the awarding of the prize are to be settled between winner and the prize manufacturer and/or prize supplier, without any involvement on the part of the Sponsor. Sponsor bears no responsibility whatsoever for any such issues.

**7. DISPUTES:** By participating in the Raffle, each entrant agrees, to the extent permitted by applicable law, that (1) any and all disputes, claims and causes of action arising out of or connected with this Raffle or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will attorneys' fees be awarded; and (3) to the extent allowed by law, no entrant will be permitted to obtain awards for, and entrant hereby waives, all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Raffle, shall be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any other choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction) that would cause this application of the laws of any jurisdiction other than the State of Illinois.

**8. WINNER INFO:** You may obtain the name of the winner by mailing a self-addressed, stamped #10 business-sized envelope to: VNA of Fox Valley, 400 N. Highland Ave., Aurora, IL, 60506. Requests for winner's name must be received by October 12, 2010.

**9. SPONSOR:** This Raffle is sponsored solely by VNA of Fox Valley, Aurora, IL.

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