



The Queen of Hearts Official Rules

The Queen of Hearts Progressive Raffle (“Raffle”) is being conducted pursuant to the Illinois Raffles Act, 230 ILAFC 15/0.01 et seq., and the City of Marion by Hospice of Southern Illinois, INC. a not-for-profit organization. The Raffle is subject to all applicable federal, state and local laws, and is void where prohibited by such laws. The purchase of a Raffle ticket is subject to the Official Rules and Regulations (“Official Rules”) set forth below and effective as of the date of ticket purchase.

All Eligible Entrants (defined below) participating in the Raffle acknowledge that they are aware of - and agree to be bound by - these Official Rules and Hospice of Southern Illinois, INC.’s interpretation thereof. Hospice of Southern Illinois INC. shall be solely responsible for interpreting and applying the Official Rules, and the interpretation and application of such rules shall be final. Hospice of Southern Illinois INC. reserves the right to amend these Official Rules upon ten (10) days notice pursuant to an update provided on their respective website <https://hospice.org/> and or otherwise posted in some other written medium.

If Eligible Entrant disagrees with any of the Official Rules, Entrant must return the raffle ticket within twenty-four hours of its purchase in order to receive a refund of the purchase price; provided, however, that if Entrant does not return the Raffle ticket within such twenty-four hour period, then Entrant acknowledges and agrees that:(i) he/she has read and understands the Official Rules; that (ii) he/she agrees to all of the Official Rules; and (iii) that he/she will be irrevocably bound under the Official Rules. A copy of the Official Rules can be provided via U.S. Mail or electronic message upon written request.

Eligibility to win the Grand Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.



1. **Eligible Entrants:** Only individuals who are proven to be twenty-one (21) years of age or older at the time of purchase of a Raffle ticket are eligible to participate in the raffle.

2. **Raffle Entry:** To enter the Raffle, Eligible Entrants shall purchase Raffle tickets during the time(s) set forth below by Hospice of Southern Illinois INC. (“Entry Period”). Raffle tickets are Five Dollars \$5 for (6) Tickets, \$10 for (12) Tickets, \$20 for (25) Tickets, \$50 for (55) Tickets, or \$100 for (115) Tickets and may be paid for with cash only.

Each Raffle ticket may only be purchased by one Eligible Entrant and each Raffle ticket purchased by an Eligible Entrant is deemed an “Entry” in the Raffle.

Eligible Entrants may purchase as many Raffle tickets as desired, however, said tickets must be paid for in full at the time of purchase. Hospice of Southern Illinois, INC. reserves the right to reject any sale of Raffle tickets due to improper payment or payment that does not constitute “good funds” in U.S. Dollars.

At the time of purchase, Eligible Entrants must complete, in full, the entry portion of the tickets, including: full name as it appears on Entrant’s driver’s license or government issued ID (do not use nicknames, initials, group names or abbreviations as this could jeopardize the ability to collect any winnings), and ONLY ONE of the card numbers (1 through 54) available for selection during that Entry Period.

All sales of Raffle tickets are final after any advertised return period. No refunds or replacements of lost or stolen Raffle tickets will be issued by Hospice of Southern Illinois, INC. unless expressly provided in these Official Rules. Hospice of Southern Illinois, INC. shall be the sole judge of the validity and eligibility of any and all Entries. Entries which have been or appear to be tampered with are void. Entries by purchasers of Raffle tickets who violate these Official Rules in any manner are void.



Raffle tickets are non-transferrable. Neither Hospice of Southern Illinois, INC. nor its officers, employees, agents or other representatives assumes any responsibility or liability for lost, late, misdirected, mutilated, incomplete, illegible or undelivered entries, or any other failure to receive entries, or any failure to deliver a receipt of purchase prior to the drawing deadlines.

3. Entry Periods: Entry Periods for the Raffle will begin immediately following each week's drawing and end just prior to the next week's drawing.

4. Ticket Sales Locations and Times: Tickets will be sold at the following locations (subject to change):

- A. 618 Tap House, 2703 17th Street (Suite A), Marion, IL
- During normal business hours (Monday-Sunday) utilizing ticket machine
 - From 4PM-7PM on Wednesdays from Hospice Representatives

5. Drawing: The "Queen of Hearts" Raffle is a weekly progressive Raffle. Fifty Four (54) playing cards (including two (2) Jokers) are placed face down and sealed on a mounting board purchased from a gaming vendor. Hospice of Southern Illinois, INC. nor 618 Tap House staff, employees and volunteers had no part in the card placement or securing the cards to the board.

On the dates and times of the drawing (as set forth below), one (1) Raffle ticket will be randomly drawn from all Raffle tickets purchased during that Entry Period. The Raffle ticket drawn must specify the desired card number from that Entry Period's available pool. Once a card is selected, it will remain turned over until the conclusion of the Raffle (as specified below).



a. If the winning card (Queen of Hearts) is not turned over, all tickets for that Entry Period will be destroyed and the Raffle will immediately continue into the next Entry Period. The total prize pool will continue to accumulate weekly until the Queen of Hearts is drawn. An estimated prize amount will be posted on various display boards and other materials. Hospice of Southern Illinois, INC and 618 Tap House will post the drawn card on their respective Websites and written promotional materials after each drawing.

b. If the winning card (Queen of Hearts) is not turned over, the winning payouts are as follows:

JOKERS \$250, FACE CARDS OR ACES \$100, all other cards are \$50.00.

If BOTH Jokers are turned over before the grand prize-winning card (Queen of Hearts) then the “pot” will be carried over and a new Queen of Hearts Raffle Board will be started.

c. If the Queen of Hearts is turned over, the Grand Prize Winner will be announced immediately and have (5) minutes to claim the prize with proof of approved identification. Grand Prize Winner MUST be present to win, and the Grand Prize Winner must collect the prize in person.

d. By purchasing a Raffle ticket and choosing to participate in the Raffle, each Eligible Entrant acknowledges and agrees that Hospice of Southern Illinois, INC. has the right, in its sole discretion, to elect not to proceed with the Raffle for any reason whatsoever or for no reason. In such an event, Hospice of Southern Illinois, INC. will conduct one final drawing in which Raffle tickets will be drawn until the Queen of Hearts is selected and a Grand Prize winner is determined.



6. Drawing Location and Time: The first drawing will be held on Wednesday, April 5th, 2023 at 7:30 PM at 618 Tap House, 2703 17th Street (Suite A), Marion, Illinois 62959. Subsequent drawings will be held weekly at 618 Tap House on Wednesdays at 7:30 PM (unless posted otherwise). Hospice of Southern Illinois, INC. reserves the right to adjust the drawing dates and times based on Holidays or other unforeseen events.

7. Notification of Official Grand Prize Winner: Hospice of Southern Illinois, INC. will have the sole discretion to determine whether an owner of an Entry selected at the Drawing (the “Potential Grand Prize Winner”) is an Eligible Entrant and otherwise eligible to be the winner of the Prize in accordance with these Official Rules (“Official Grand Prize Winner”). As a condition of its right to collect a Prize and become an Official Grand Prize Winner, a Potential Grand Prize Winner must deliver to Hospice of Southern Illinois, INC.: a.) a signed statement certifying that the Potential Grand Prize Winner is the rightful owner of the winning Entry in accordance with these Official Rules and all applicable laws; b.) such written information as is required by any applicable laws, including tax regulations, such as the Potential Grand Prize Winner’s name, address and social security number; and c.) proof of both identity and age in forms satisfactory to . Hospice of Southern Illinois, INC. decision concerning the sufficiency of documentation issued to evidence the identity, age and eligibility of the Potential Grand Prize Winner to become an Official Grand Prize Winner shall be final and binding. If a Potential Grand Prize Winner cannot be contacted and/or notified after reasonable attempts at the drawing location by Hospice of Southern Illinois, INC. or if the Grand Prize cannot be awarded for any other reason, representatives will split the “net proceeds” with 50% going to Hospice of Southern Illinois, INC. and 50% carrying over to start the next “Queen of Hearts Raffle”.

8. Grand Prize: The Grand Prize Winner will receive 75% of the net total proceeds accumulated since the start of the Raffle. "Net Proceeds" means the gross receipts from the handling of the Raffle, less the reasonable operating expenses incurred by Hospice of Southern Illinois, INC. as a result of operating the Raffle.

9. Remaining Proceeds: The remaining 25% of the net proceeds will be split with 15% to benefit Hospice of Southern Illinois, INC. and 10% carrying over to begin the next "Queen of Hearts Raffle".

10. Raffle Prize Cap: The cap for this raffle will be a \$2,000,000 pot, with a maximum payout of \$1,500,000 going to the winner. If cap is reached any additional funds will carry over to the next "Queen of Hearts Raffle".

11. Taxes: If taxes are more than \$600, Hospice of Southern Illinois, INC. must: (a) file an IRS Form W-2G; and (b) withhold 28% of the winnings less the cost of the raffle ticket. Hospice of Southern Illinois, INC. will not issue the Grand Prize to the Official Winner unless and until the Official Winner has signed the completed W-2G.

12. Donation of Prize: In order to donate the prize, the Grand Prize Winner must first take ownership of the prize, which means the appropriate W-2G must be issued and withholding taken (if applicable) prior to the donation being made and acknowledged.

13. Publicity Release: By accepting the Grand Prize from Hospice of Southern Illinois, INC., the Grand Prize Winner hereby officially grants Hospice of Southern Illinois, INC. and their designees and affiliates full permission to use the Official Grand Prize Winner's name, biographical information, photograph, voice and/or other likeness and prize information on a royalty-free basis for advertising, trade, promotional



and any other purposes in any and all media or format now known or hereafter devised, worldwide and on the internet, in perpetuity, without limitation, and without compensation, consideration, permission, notice, review or approval, unless prohibited by law.

14. Release of Liability: In consideration of being allowed to participate in the raffle, Eligible Entrant hereby agrees to release and discharge Hospice of Southern Illinois, INC., an Illinois Not-For Profit Organization, their affiliates, and all of their officers, employees, agents and volunteers (collectively “Released Parties”) from any and all liability for injuries, losses or damage of any kind (including, without limitation, attorney’s fees) caused by the Raffle, these Official Rules, participation in the Raffle or winning any prize or resulting from acceptance, possession, use or misuse of any prize.

15. Mandatory Arbitration Agreement: Any controversy or claim, other than a claim by Hospice of Southern Illinois, INC. out of or relating to the Raffle or to these Official Rules must be resolved in accordance with the below arbitration provisions, any purchaser of a Raffle ticket, including but not limited to any Eligible Entrants, Potential Grand Prize Winners or Official Grand Prize Winners, agrees to arbitrate any and all claims and disputes relating in any way to such purchase and/or to the selection of an Official Grand Prize Winner, and/or the award of the Grand Prize, and/or the delivery of the Grand Prize, and/ or the Raffle generally (“Arbitration Claim”), through binding individual arbitration administered by the American Arbitration Association (pursuant to its expedited procedures) under its Consumer Arbitration Rules, with arbitration proceedings to be conducted in the City of Marion, IL. Judgment rendered by the Arbitrator(s) may be entered by Hospice of Southern Illinois, INC. in any court having proper jurisdiction. Hospice of Southern Illinois, INC. may exercise any lawful rights to seek provisional remedies or self-help without waiving the right to arbitrate by doing so.

16. Class Action Waiver: All Participants in the Raffle hereby agree to waive the right to a court or jury trial. Arbitrators may not consolidate the arbitration claims of multiple parties. All arbitration claims and disputes shall be arbitrated on an individual basis and not as a class action, representative action, class arbitration or any similar proceeding. Prior to initiation of an arbitration proceeding under this section, anyone initiating an arbitration claim must first provide at least Thirty (30) days prior written notice to Hospice of Southern Illinois, INC., with a copy in all instances to Hospice of Southern Illinois, INC., 204 Halfway Road, Marion, IL 62959, Attention: Office of Legal Services. Prior to any arbitration proceeding, Hospice of Southern Illinois, INC. must first be provided with a reasonable opportunity to resolve any dispute. The provisions of this section shall not apply to any claims belonging to Hospice of Southern Illinois, INC. arising out of or related to the Raffle.

17. Limitation of Liability: The sole and exclusive remedy for any claim against Hospice of Southern Illinois, INC. arising out of the Raffle, sale of Raffle tickets, awarding of any prizes or the conduct of the raffle shall be limited to the return of the purchase price paid for any applicable Raffle ticket(s), without interest. In no event shall Hospice of Southern Illinois, INC. or the released parties be liable to any other party for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages, whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

18. Indemnification: In consideration of being allowed to participate in the Raffle, each purchaser of a Raffle ticket forming an entry hereby agrees to indemnify, defend and hold the released parties harmless from and against any and all costs, losses, damages, rights, claims, liabilities and actions of any kind arising from, in connection with, or as a result of such purchaser's participation in the Raffle or the acceptance, possession, use or misuse of any prize.