

# **NORTH BAY ITALIAN CULTURAL FOUNDATION**

## **TRIP TO ITALY RAFFLE**

### **TERMS & CONDITION, DISCLAIMERS**

The North Bay Italian Cultural Foundation hereinafter referred to as “NBICF” is a California non-profit, 501c3 organization, located at 64 Brookwood Avenue, Santa Rosa, CA 95404, telephone 707-591-9696.

These rules govern the raffle and, by purchasing a raffle ticket, you agree to be bound by these rules.

1. You must be 18 years or older in order to purchase a raffle ticket.
2. The price of the raffle ticket is \$20.00. If your check or credit card is dishonored by the financial institution, the entry ticket will be invalid unless full payment is received by NBICF prior to the time of the drawing.
3. No more than 600 tickets will be sold. All tickets will be recorded in the order received. Original raffle ticket is required to redeem prize.
4. If NBICF has not received full payment for at least 450 raffle tickets by 5 p.m. on December 16, 2016, NBICF may, at its sole and absolute discretion, cancel the raffle and withdraw the prize, or delay the drawing until the minimum has been purchased.
5. Only one prize is offered. The prize is a 10 day trip for 2 to Tuscany Italy. The prize includes airfare, lodging and transportation. All travel arrangements will be made through an independent travel agency. NBICF does not provide any guarantee, agreement, representation or warranty, express or implied, in connection with the prize package. NBICF has no liability for the travel arrangements or any other travel-related issues or occurrences.
6. The winner will be determined by random drawing. The drawing will take place on December 17, 2016 at NBICF's *Festa di Natale* dinner. Travel will be in the fall of 2017. Winner not need be present for drawing. Winners will be notified by telephone, or/and e-mail or/and US mail. The winner must contact NBICF within 30 days of the raffle to claim the prize.
7. If the prize has not been claimed within 60 days of the drawing, it will be forfeited and proceeds of the raffle will be contributed to NBICF's scholarship and building funds.
8. Raffle tickets are not redeemable for cash or any other monetary value.
9. All state, local, and municipal laws and regulations apply.
10. The estimated value of the prize is \$6,000.00. Winner is responsible for all state and local taxes and shall indemnify, defend, protect and hold harmless NBICF against all claims relating to such taxes. The winner agrees to provide NBICF with written information regarding social security number, withholding and proof of identity.
11. The IRS does not consider the purchase of a raffle ticket to be a tax deductible charitable contribution. Please consult a tax advisor for personal tax matters.

12. Safekeeping of raffle ticket stub is purchaser's sole responsibility. Raffle ticket stub is void if it has been tampered with, altered, counterfeited, forged, or is otherwise irregular or invalid. NBICF is not responsible for stubs that are lost, damaged, stolen, incomplete, or illegible; and, in all such cases, such stubs are void and NBICF shall have no liability in conjunction with same.
13. Each person who purchases a raffle ticket and whose name appears on the raffle ticket order form, acknowledges and agrees that the terms stated in these terms and conditions and that any obligation of NBICF is limited solely to its undertaking to provide a prize to the winner of the drawing. NBICF shall in no event be subject to any other obligation or liability, including but not limited to, any consequential, special or punitive damages of any kind. Purchaser agrees that NBICF, its directors, officers are not responsible for any injuries, losses, or damages of any kind arising in connection with, or as a result of, this raffle or that persons failure to win or redeem the prize and releases and agrees to indemnify, defend, protect, and hold harmless NBICF officers and directors.
14. Should a printing, programming or other error result in multiple winning raffle tickets, a second drawing will be held to determine the winner of the sole prize. NBICF disclaims any liability for typographical, printing, production or other errors with raffle tickets, and the sole remedy for a defective ticket is replacement with another ticket or the refund of the purchase price of the raffle ticket.