



# Explore Essex

## Indian Brook Painting Raffle

### Fundraiser Official Rules ~2023

[www.essexvt.org/explore](http://www.essexvt.org/explore)

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## The Raffle

All entrants by virtue of their entry in the Explore Essex Indian Brook Painting Raffle Fundraiser (the "Raffle") agree to be bound by the terms and conditions described in these Explore Essex Indian Brook Painting Raffle Fundraiser Official Rules ("Official Rules") and the decisions of the persons verifying eligibility from the Explore Essex Committee from the Town of Essex (the "Sponsor"), which will be final and binding with respect to all matters relating to the Raffle. Raffle tickets can be purchased beginning on Monday, September 18, 2023 and ending on Saturday, October 7, 2023 at approximately 3:00pm, or at such other time the Raffle is ended by the Sponsor in its sole discretion (the "Raffle Period"). At or around 3:00pm on Saturday, October 7, 2023, the winning Raffle ticket number will be drawn. The winning Raffle ticket number will be announced at that time and posted on the Sponsor's website at [www.essexvt.org/explore](http://www.essexvt.org/explore). The participant who purchased the winning Raffle ticket will receive an acrylic painting of Indian Brook (the "Prize"). All proceeds from the Raffle shall be retained by the Town of Essex for the Explore Essex event. All Indian Brook Painting Raffle ticket sales are final.

## Eligibility

The Raffle is open to U.S. residents located in eligible jurisdictions who are eighteen (18) years of age or older as of the date of such person's purchase of the Raffle ticket (each a "Participant"). All Raffle ticket entries must be received by Explore Essex prior to the drawing at the Event. All entries must be via official Raffle ticket entry and contain the entrant's legible contact information, including name, and either address, phone number, or email address. Only one individual's name may be associated with a ticket. The prize will be awarded to a single winner of record on the ticket. Members of the Explore Essex Committee are not eligible to enter or win the Raffle. The Raffle is subject to all applicable federal, state and local laws and is void wherever prohibited.

## Entry

If you meet the eligibility requirements, you may enter the Raffle by agreeing to be bound by these Official Rules and purchasing Raffle tickets in one of the following amounts: One (1) Raffle ticket for One Dollar (\$1.00); Seven (7) Raffle tickets for Five Dollars (\$5.00); or Fifteen (15) Raffle tickets for Ten Dollars (\$10.00). Participant need not be present to win. All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. The Sponsor and any related entities are not liable for any lost, stolen, late, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem. Further, Sponsor and any related entities are not liable for tickets redeemed in error by their respective employees, members or agents. Participants may enter the Raffle by purchasing tickets at information booth locations prior to the festival as advertised on the festival website [www.essexvt.org/explore](http://www.essexvt.org/explore); during the Explore Essex Community Day on October 7, 2023 (the "Event"); at the Town of Essex Parks and Recreation Office located at 81 Main Street, Essex Junction; at the Essex Area Senior Center located at 2 Lincoln Street, Essex Junction. All sales are final. Odds of winning are based on the number of Raffle tickets sold.

## Raffle Prize

One (1) prize will be awarded to one (1) winner who will receive one (1) 24 x 30 acrylic painting as marketed and displayed for this contest.

## Drawing

The Raffle Prize winner will be selected in a random drawing. A single Raffle ticket number shall be randomly selected from all eligible Raffle ticket numbers sold during the Raffle Period. The random selection will be conducted by the Sponsor whose decision is final and binding. The randomly selected winning Raffle ticket will be announced and posted on the Sponsor's website at [www.essexvt.org/explore](http://www.essexvt.org/explore). Entrants do not need to be present at the time of the drawing to win and will be contacted by phone (if a phone number is provided by entrant) and/or e-mail or mailing address if they are not present when their name is drawn.

## Claiming and Award of Prize

To claim a Prize, the holder of the randomly selected winning Raffle ticket number (a "Prize Claimant") must contact Sponsor and present the winning Raffle ticket within thirty (30) calendar days of the applicable drawing either (i) in-person, or (ii) with the Sponsor at the Town of Essex Parks and Recreation Office at 81 Main Street, Essex Junction, VT. The Prize Claimant must provide

Sponsor with all information required to claim a prize (including tax identification information). In the event that a Prize Claimant either: (a) does not notify the Sponsor within thirty (30) days of the drawing; (b) is ruled ineligible for any reason; and/or (c) refuses the Prize; then, in each such event, the Prize will be forfeited and will be retained by the Sponsor. The Sponsor has no obligation and is not in a position to contact holders of potential winning ticket numbers. The prize must be picked up by the Prize Claimant in person and will not be delivered or mailed. Unclaimed winnings will be retained by the Sponsor for its fundraising purposes. Prize will not be shipped.

## Odds

Odds of winning are variable based on the total number of Raffle ticket numbers sold during the Raffle Period.

## Notification of Winners

All winners will be notified by the information provided by entrants no later than Thursday, October 12, 2023.

## Taxes

Each Participant acknowledges that they have been informed that the Internal Revenue Service has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle ticket does not qualify as a deductible charitable contribution. The Prize Claimant is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prize. Furthermore, each Prize Claimant acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.

## Transfer of Raffle Ticket

Raffle tickets may not be resold or permitted by a Participant to be resold. Any Raffle ticket which has been resold in violation of these Official Rules shall be void and such Raffle ticket numbers shall be ineligible to win. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize.

## Participant's Grant of License

By participating in the Raffle or accepting a Prize, each Participant and Prize Claimant hereby irrevocably and perpetually grants to the Sponsor and their designees, a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of the Participant or Prize Claimant in connection with their participating in the Raffle or receiving a Prize (collectively, the "Images"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Participant and Prize Claimant each waive any compensation for any use of such Images. Participant and Prize Claimant each hereby release and waive any claims, demands, damages, losses, liabilities and causes of action arising from the Sponsor or their designee's, uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness. The Explore Essex Committee respects the privacy of Giveaway participants and will not sell, rent or trade any information obtained from entrants or prize winners. The information collected is used solely to process the Raffle.

## Release of Liability and Indemnity

By participating in the Raffle, Participant and Prize Claimant, both on each of his or her own behalves and on behalf of each of his or her spouses, assigns, guardians, administrators, executors and legal representatives, hereby release, waive, discharge, covenant not to sue, and indemnify the Sponsor, elected officials, directors, managers, employees, contractors, representatives, sponsors, and insurers of each of the foregoing from any claim or loss arising out of or related to the Participant's or Prize Claimant's participation in the Raffle, acceptance of the Prize, or any exercise by the Sponsor of any of its rights set forth herein or the Official Rules of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant (including death) or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize or any related activities, (ii) any failure to report and/or pay any income taxes arising from acceptance of the Prize, and (iii) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

## Disputes and Governing Law

The Raffle shall be governed by the laws of the State of Vermont without giving effect to any choice of law or conflict of law rule of

any jurisdiction. As a condition of participating in a Raffle, Participant and Prize Claimant agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with the Raffle, shall be resolved individually, without resort to any form of class action, exclusively by arbitration in a location selected solely by Sponsor in Chittenden County, Vermont. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorney fees, other than participants' actual out-of-pocket expenses (i.e., costs associated with entering the Raffle), and participant further waives all rights to have damages multiplied or increased. Any claims regarding the Raffle that are not deemed released, and in the event arbitration is not enforced, must be brought in the State or Federal Courts in Chittenden County, Vermont, and Participant and Prize Claimant hereby consent to the personal jurisdiction of such courts for purposes of any such action. The Raffle is void outside the United States and wherever prohibited by law. IN NO EVENT SHALL SPONSOR OR ANY RELATED ENTITY BE LIABLE TO FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE.

## Disqualification; Changes

Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the ticketing process or the operation of the Raffle, re-sells their Raffle ticket, violates the Official Rules, or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to, at its sole discretion, cancel, suspend and/or modify the Raffle or these Official Rules or disqualify any individual or ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION THESE OFFICIAL RULES AND MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM AND/OR PROSECUTE ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## Sponsor; Winner Notice

The Sponsor of the Raffle is the Town of Essex, a municipality of the State of Vermont, with an office at 81 Main Street, Essex Junction, Vermont 05452. You may obtain the winning raffle ticket number by sending a request (identifying the "Explore Essex Indian Brook Painting Raffle") to the above address, together with a stamped, self-addressed envelope. The winning Raffle ticket number will be posted on Sponsor's website at [www.essexvt.org/explore](http://www.essexvt.org/explore).

## Questions

Questions concerning the Raffle or the Official Rules should be directed to the Explore Essex Committee by emailing [hello@essex.org](mailto:hello@essex.org), or by calling (802) 878-1341, or by mail at 81 Main St., Essex Junction, VT 05452.