

**Phoenixville Area Soccer Club**  
**2017 Fall raffle**  
**Official Rules**

**OFFICIAL RULES:** By participating, entrants agree to be bound by these Official Rules and by the decisions of Phoenixville Area Soccer Club (PASC), which shall be binding and final as to all matters related to the Raffle. Official Rules are available online at phoenixvillesoccer.org or by request made to treasurer@phoenixvillesoccer.org. The address at which PASC may be contacted is: PO Box 136 Phoenixville PA 19460. This Raffle is conducted pursuant to Pennsylvania law, and is void outside of the permitted areas of participation and where prohibited. PASC holds a Pennsylvania Small Games of Chance (License Number 210)

**RAFFLE DATE AND PERIOD; HOW TO ENTER:** Entrants may purchase Raffle tickets from any member of PASC, via a Board member or by contacting treasurer@phoenixvillesoccer.org.

**ELIGIBILITY TO ENTER:** While available, Raffle tickets may be purchased only by persons of legal gambling age in the jurisdiction in which they reside, and are at least 21 years of age as of the purchase date, and in accordance with these Official Rules. Purchased Raffle tickets are only valid for the Drawing defined below.

**PURCHASING RAFFLE TICKETS:** Raffle tickets will be sold as described below. There is no limit to the number of Raffle tickets an eligible individual may purchase. Each Raffle ticket costs \$10 or three will be sold for \$20. Discounts or complementary Raffle tickets may be given only at the time of purchase as published at the time of purchase. Raffle tickets will be available for purchase by eligible persons see "ELIGIBILITY TO ENTER" above.

**NUMBER OF RAFFLE TICKETS:** The maximum number of tickets that will be sold is three thousand and five (3,005).

**ODDS:** The odds of winning the Prize depends on the number of valid Raffle tickets sold.

**PRIZE(S):** If the winner cannot accept the prize(s) at the date and time it is offered, the winner will be disqualified, and, in the discretion of PASC, a new winner will be selected. All net proceeds of the Raffle will benefit PASC. Prize(s) will be awarded subject to the terms and conditions of these Official Rules. PASC will contact the Potential Winner defined below within ten 10 business days after the date of the Drawing defined below. No substitution, assignment, refund or transfer of a prize is permitted, except by PASC. If PASC is unable to contact the Potential Winner within ten 10 business days after the date of the Drawing defined below, such Potential Winner will be disqualified and a new Potential Winner may be selected at the sole discretion of PASC. PASC reserves the right, in its sole discretion if twelve Hundred (1,200) Raffle tickets are not sold, to convert the Raffle to a 50/50 raffle, whereby the grand prize winner will be awarded 75% of half the raffle proceeds, the second prize winner will receive 12.5% of half the raffle proceeds and winners three through seven will equally split 12.5% of half the raffle proceeds. In any event, the total amount awarded to all winners collectively will not exceed \$4,000.

**TRANSFER OF RAFFLE ENTRIES:** Raffle tickets are non-transferable. All Raffle tickets which have been resold or transferred in violation of these Official Rules shall be void. All individuals who re-sell or

purchase re-sold Raffle tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize.

**DRAWING:** The Potential Winner defined below will be selected in a random drawing from eligible Entries received (the "Drawing"). The potential winner need not be present to win. The main Drawing will be held on October 21, 2017. If for any reason whatsoever the Drawing cannot be held at that time, it will be held within a reasonable time thereafter. Entries that are not selected in the Drawing will be discarded. The purchaser of the winning Raffle ticket a "Potential Winner" will be contacted, using the contact information associated with the Raffle ticket purchase, by PASC within ten 10 business days.

**DETERMINATION OF OFFICIAL WINNERS:** PASC shall have the sole discretion to determine whether a Potential Winner is an official winner of a Prize (an "Official Winner"). PASC decision concerning the determination of an Official Winner shall be final and binding. To become an Official Winner: (1) a Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined by PASC in its sole judgment; (2) the Potential Winner's identity, residence and winning ticket must be verified by PASC; (3) the Potential Winner must execute and return to PASC an affidavit of eligibility and liability publicity release on a form to be provided by PASC before the Prize is awarded; (4) the Potential Winner must provide PASC with all tax identification information required by federal, state or local law and may authorize PASC to withhold such withholding taxes from a Prize, due prior to that Potential Winner's receipt of a Prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if PASC is unable for any reason to identify the holder of the winning Raffle Ticket, then that Potential Winner's Prize will be deemed forfeited. Any entry that PASC determines, in its sole judgment, was stolen, re-sold, unissued, ineligible, altered counterfeit in whole or in part, defective, printed in duplicate or printed produced in error will be void. Official Winner is solely responsible for any and all costs, fees, taxes, or expenses associated with prize award, and the receipt and use of the prize award, including, without limitation, all federal, state and local taxes on the prize, and any other expenses not expressly provided for herein. If applicable, Official Winner will be issued an IRS Form 1099 for the amount of the prize. In the event of any dispute regarding the identity of the owner of the winning Raffle ticket, PASC shall determine the identity of the Potential Winner in its sole discretion. PASC shall conclusively presume that the purchaser of the winning Raffle ticket, as determined by the ticket stubs, is the lawful owner of that Raffle ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two 2 Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who is listed on the winning stub shall be deemed to hold the winning ticket.

**GENERAL CONDITIONS:** The Released Parties defined below under "RELEASE OF LIABILITY" are not responsible for: (1) Entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries or payments that are delayed, misdirected, undelivered, not fully captured, or garbled; (4) the inability of a purchaser or prospective purchaser of an Entry to connect or stay connected to the Internet, to log on to any website, or to participate in or complete any online communication or activity related to the Raffle; (5) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle collectively, as described in clauses 1 through 5, "Errors", including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining the Official Winners, or announcing or delivering a Prize. If any portion of the Raffle is compromised, in sole judgment of PASC, by Errors or non-authorized activity

or other causes which, in sole judgment of PASC, corrupt or impair the administration, security or fairness of the Raffle, or the proper submission or capture of Entries each, a "Compromising Event", then PASC reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select winners from all eligible, non-suspect Entries received before the known occurrence or discovery of such Compromising Event. PASC also reserves the right, in its sole discretion upon the occurrence of a Compromising Event, or if Twelve Hundred (1,200) tickets are not sold, to convert the Raffle to a 50/50 raffle, whereby the grand prize winner will be awarded 75% of half the raffle proceeds, the second prize winner will receive 12.5% of half the raffle proceeds and winners three through seven will equally split 12.5% of half the raffle proceeds. In any event, the total amount awarded to all winners collectively will not exceed \$4,000. The amount of the net proceeds from the sale of Raffle tickets shall be as determined by PASC in its sole discretion, and is calculated as gross ticket sales revenue less sums expended for prizes, license fees and other operating expenses incurred as a result of operating and conducting the Raffle. All Entry purchases shall be final, and no refunds or replacements will be issued by PASC. PASC reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Raffle process or the operation of the Raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Raffle is a violation of criminal and civil laws, and, should such an attempt be made, PASC reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. PASC failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. PASC has sole and final decision on admissibility of entries and the determination of the Official Winner.

**RELEASE OF LIABILITY:** By entering, each entrant agrees to abide and be bound to these Official Rules, and to release, indemnify and hold harmless: PASC and each of their respective directors, board members, officers, owners, shareholders, subsidiaries, members, partners, agents, representatives, employees, successors, parents, heirs, executors, administrators and affiliates individually a "Released Party" and collectively, the "Released Parties" against any and all liability, claims, losses, damages or causes of action of any kind however named or described with respect to or arising out of (i) entrant's participation in the Raffle or winning any Prize, and (ii) from acceptance, possession, misuse or use of any prize or participation in this Raffle or any Raffle related activity, and the Official Winner agrees to release, indemnify and hold the Released Parties harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of participating in the Raffle or the Winner's acceptance or use of any Prize.

**LIMITATION OF LIABILITY:** A Raffle entrant's sole and exclusive remedy for any Released Party's breach of duty or conduct related to the Raffle shall be limited to the return of the purchase price paid for his or her Raffle tickets. In no event shall any Released Party be liable to any person for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, arising out of the Raffle.

**PUBLICITY RELEASE:** The Official Winner, by accepting his or her Prize, PASC and the designees and affiliates of PASC full permission, except where legally prohibited, to use the Official Winner's name, address (city and state only), photograph, voice and or other likeness and Prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

**TRADEMARKS:** All trademarks are the property of their respective owners, and may not be used except with express written consent of the trademark owners.

**DISPUTES; SEVERABILITY:** Each Raffle participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Raffle, or any prize awarded, shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Pennsylvania; participant submits to sole and exclusive personal jurisdiction to said courts in the Commonwealth of Pennsylvania for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Raffle, but in no event shall attorneys' fees be awarded; and (c) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for 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 participants or PASC in connection with the Raffle shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules of provisions whether of the Commonwealth of Pennsylvania, the United States, or any other jurisdiction, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.