

**HBA Charitable & Education Foundation (HBACEF) and Make-A-Wish, Ohio, Kentucky, Indiana (OKI) Home for the Holidays**

**2020 Terms & Conditions**

**HOME FOR THE HOLIDAYS GIVEAWAY 2020 TERMS & CONDITIONS**

Thank you for supporting the Home for the Holidays Giveaway (the "Raffle"), conducted by The Home Builders Association Charitable & Education Foundation (HBACEF) and Make-A-Wish, Ohio Kentucky & Indiana (OKI). **The Home will be located in Strongsville, Ohio**

Your purchase of one or more raffle ticket(s) signifies your full and unconditional agreement to the following Terms & Conditions. In the event of any dispute, a reasonable interpretation or determination by the HBACEF and MAW OKI regarding the application of these Terms & Conditions is final and binding in all matters related to the Raffle.

**VOID WHERE PROHIBITED BY LAW AND OUTSIDE THE UNITED STATES.** Subject to all applicable federal, state, and local laws, regulations, and ordinances. Tickets may sell out before the date of the raffle drawing. The chances of winning are based on the number of tickets sold. The goal for 2020 is a minimum of 20,000 tickets. ("Minimum Required Tickets").

If the Minimum Required Tickets are sold prior to the drawing intended to be held on December 31, 2020, the Grand Prize Winner will be awarded the option of selecting the Home as the Grand Prize (Option 1) or "Full Prize Money" in the amount of \$150,000 (Option 2).

The selection of the Home as the Grand Prize is subject to the terms and conditions stated herein, the terms and conditions of the Parkview Homes Purchase Agreement (the "Agreement") by and between Parkview and HBACEF, the Side Letter between Parkview and HBACEF and the HBA Warranty mentioned in the Agreement. The Agreement and HBA Warranty are available to any person purchasing an Event Ticket for inspection at the offices the HBA of Greater Cleveland, MAW OKI, Home for the Holidays Giveaway media and prize sponsors; Home for the Holidays Giveaway Steering Committee; the Holidays Giveaway builders and developers; Home for the Holidays Giveaway ticket sellers; and Home for the Holidays Giveaway auditors and accountants.

If the Minimum Required Tickets are not sold prior to the drawing intended to be held on December 31, 2020, the Grand Prize Winner be awarded a portion of Option 2 (the "Prize Money") as determined multiplying the Full Prize Money by a fraction of which the actual number of tickets sold is the numerator and 20,000 as the denominator.

**Eligibility**

- To be eligible to purchase a ticket, you must be a United States legal resident and at least 18 years old or the age of majority in your jurisdiction of residence, whichever is older as of the date of entry. The following persons are not eligible to purchase tickets: Employees of the Home Builders Association of Greater Cleveland or The HBA Charitable and Education Foundation; Employees of Make-A-Wish, Ohio, Kentucky, Indiana.
- A ticket purchased by an ineligible person is void and cannot be a winning ticket. No refunds will be made to ineligible purchasers, except in HBACEF and MAW OKI sole and absolute discretion.
- Winning a prize is contingent upon fulfilling all requirements set forth herein. HBACEF and MAW OKI reserve the right to verify the eligibility of winners.

## **Sponsor**

Home Builders Association Charitable & Education Foundation (HBACEF) and make-A-Wish, Ohio, Kentucky and Indiana (OKI)

## **Tickets**

- Tickets may be purchased at [www.HBAHomeForTheHolidays.org](http://www.HBAHomeForTheHolidays.org) (<http://www.HBAHomeForTheHolidays.org>). You must provide all required information to be eligible to enter and win.
- Tickets may be purchased for \$50 each.
- A ticket represents a chance to win the opportunity to accept an offer of the stated prize. All sales of tickets are final, and no refunds will be paid.
- Tickets, prizes, receipts, and any winner's rights are not transferable.
- Sponsor reserves the right to reject any ticket purchase that is submitted with payment that does not constitute "good funds."
- The IRS has ruled that a payment for a raffle ticket is not tax-deductible.
- All ticket purchases must be received and/or purchased by the indicated deadline. Sponsor assumes no responsibility for lost, late, misdirected or non-delivered mail, email or any other failure to receive receipts prior to the drawing deadlines. All defective or physically altered tickets or entry forms may be disqualified.

## **The Drawing**

The winning ticket for each prize will be selected by a random drawing on the date of the raffle drawing. HBACEF and MAW OKI will select the name of potential winners of the prizes in a random drawing from all eligible raffle tickets. All tickets have an equal chance to win. Ticket purchasers need not be present to win.

## **Winners**

- The odds of winning a prize depends on the number of valid raffle tickets sold. The chances of winning are based on the number of tickets sold.
- Each prize will be awarded to only one (1) winner. If the ticket has more than one name on it, the prize will be awarded to the eligible individual whose name appears first on the ticket. That individual is solely responsible for allocating the value of the prize among the purchasers.
- HBACEF and MAW, OKI will notify each winner in writing by sending a Winner Notification Agreement ("WNA" by certified U.S. mail, return receipt requested, to the mailing address provided by the purchaser. Each winner must accept the prize, "as is," by signing the WNA and returning it to HBACEF and MAW, OKI within seven (7) days after the date the WNA was received (the "Acceptance Time Period"). If a winner cannot be contacted by certified mail or fails to accept the prize within the Acceptance Time Period or if a winner is disqualified for any reason, the prize is forfeited and no substitute or alternative prize will be provided. A forfeited prize may be awarded to an alternate winner selected by random drawing from among all remaining eligible entries. An alternate winner shall be selected one day after the Acceptance Time Period expires. The alternate winner then shall have the same Acceptance Time Period to claim the prize.
- Acceptance of a prize constitutes permission for HBACEF and MAW, OKI to use the winner's name, picture, video image, and relevant quotes to promote the Home for the Holidays Giveaway, and agreement by the winner that the prize will not be used for fundraising for another charity.
- The winner of each prize shall have no rights in or to the prize itself until the winner has been verified as eligible by Sponsor, has timely executed the WNA and returned it to HBACEF and MAW, OKI, and until delivery of the prize to the winner has been completed. Until that time, as

between MAW, OKI and the winner, each prize remains the sole property of HBACEF and MAW, OKI.

- In case of a winner accepting a house he/she will take ownership subject to all applicable federal, state, and local land use restrictions, and to any covenants, rules, fees, or other restrictions administered by a homeowners' or condominium association, or other community. Specifically:
  - (a) Winner acknowledges that the development where the house is located is (or at closing will be) subject to and bound by special restrictions, conditions and common area assessments relating to use and maintenance, as generally described in the Covenants and Restrictions, a copy of which Winner acknowledges having received and read.
  - (b) Winner agrees that, at or prior to closing, various restrictions, easements, conditions and common area assessments will be recorded, which are not inconsistent with those described in the Covenant and Restrictions, to which the property and all other property in the development will be bound and subject.
  - (c) Upon closing, the Winner automatically shall become a member of the (“Master”) **Siedel Farms** Homeowners’ Association, Inc. and the (“Association”) **The South Villas of Siedel Farms** Homeowners’ Association Inc. and Winner does hereby subscribe to and agree to be bound by the rules, regulations, bylaws and Requirements of the “Master” Association and the “Association”.
  - (d) Winner acknowledges Receipt of The Declaration of Covenants and Restrictions and By-Laws of the “Master” Association for **Siedel Farms** and the Association for **The South Villas of Siedel Farms**, OHIO.
  - (e) Winner shall pay an initiation fee in the following amounts:
    - Master: Amount **\$500** per (year).
    - Association: Amount **\$100** per (month).

Winner acknowledges that these fees are subject to change, without notice, per Association governing By-Laws and will be prorated and fully disclosed in closing paperwork to both Winner and Escrow Agent.

(f) HBACEF shall assign its rights and interest in the purchase agreement between Parkview Custom Homes of Brecksville, LLC and HBACEF to Winner. Winner acknowledges and agrees to accept the assignment of the purchase agreement for the house.

- Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY HBACEF and MAW, OKI, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE RAFFLE. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

#### **Taxes/Prize restrictions**

- Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, HBACEF and MAW, OKI reserve the right to make equivalent prize substitutions at its sole discretion. HBACEF and MAW, OKI will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Raffle.

- The value of each prize is includible in the winner's gross income, and may be subject to reporting by HBACEF and MAW, OKI to the Internal Revenue Service. Each winner is solely responsible for payment of all federal, state, and/or local income, sales, or use taxes due on account of his or her acceptance of the prize. If the prize is a house and is chosen as the prize, the winner assumes all fees, local, state and federal taxes (including but not limited to income taxes based on the value of the house), financing costs (including, but not limited to, closing costs, title insurance, and transfer tax and fees) which must be paid when the house is transferred to the winner. The winner of the Home for the Holidays Giveaway house agrees that the value of the property reported by HBACEF and MAW, OKI for income tax and other purposes will be based on the written appraisal obtained by HBACEF and MAW, OKI from a licensed appraiser. HBACEF and MAW, OKI does not guarantee that a winner who receives a house will be able to sell it for the appraisal value or that the Internal Revenue Service will use that value in its tax calculations.
- With respect to any prize with a value of more than \$5,000, the Internal Revenue Service requires HBACEF and MAW, OKI to withhold federal income tax at the rate of 25%, or current rate as established by the IRS. Such amount will be withheld from any cash prize awarded from the Event. In the event that the winner of the Grand Prize or other prize is awarded the Home or other tangible item, the winner must pay the amount of and tax required to be withheld to HBACEF and MAW, OKI as a condition of transfer of ownership of the prize. Sponsor takes no responsibility for any tax liabilities. Winners should consult a tax professional.

### **Release and Limitation of Liability**

Each winner hereby releases and holds HBACEF and MAW, OKI harmless with respect to any claim based on any such occurrence. A raffle entrant's sole and exclusive remedy for any 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 HBACEF and MAW, OKI be liable to any person for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or, consequential, or other damages of any person or entity whether arising in contract, tort or otherwise, arising out of the Giveaway, use or ownership of the prizes.

### **General Conditions**

If, for any reason, the Raffle is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of HBACEF and MAW, OKI which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Raffle, HBACEF and MAW, OKI may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Raffle (or any portion thereof); (b) modify the Raffle or suspend the Raffle to address the impairment and then resume the Raffle in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize from among the eligible, non-suspect entries received up to the time of impairment, and all eligible entries received.