

# Buffalo Golf Course Foundation, Inc. — Charitable Raffle Official Rules and Regulations

The Buffalo Golf Course Foundation, Inc., a Wyoming not-for-profit corporation (“**BGCF**”), is conducting a charitable Raffle to raise funds for ongoing charitable purposes. The Buffalo Golf Course Foundation, Inc. Raffle Official Rules and Regulations (the “**Official Rules**”) are set forth below. By purchasing a Raffle ticket (a “**Ticket**”), the purchaser acknowledges that he or she is aware of, and agrees to be bound by, these Official Rules and BGCF’s interpretation of any such Official Rules. BGCF shall be responsible for interpreting and applying the Official Rules. BGCF’s interpretation and application of such rules shall be final. By entering, participants (a) agree to be bound by the Official Rules, and (b) release BGCF and its agents, subsidiaries and affiliates, and each of their respective officers, directors, employees and agents from any and all liability, loss, or damage arising out of their participation in the Raffle or with respect to the awarding, receipt, possession, use and/or misuse of any prize. BGCF reserves the right to cancel the Raffle or change any element thereof, with or without notice, at any time, due to printing errors or other mistakes in the production of the Raffle.

## Eligibility

Any individual who is 18 years of age or older at the time of the purchase of the Ticket is eligible to enter the Raffle. Members of BGCF’s Board of Directors and Buffalo Golf Club’s Board of Directors are allowed to participate in the Raffle and are eligible to win the Raffle. All federal, state, and local laws and regulations apply. The Raffle is void where prohibited by law.

## How to Enter

Tickets are \$1,000 per ticket. A maximum of 1,000 tickets will be sold. Only one (1) eligible person may be entered in the Raffle per Ticket sold. If the name of more than one (1) person is provided on a Ticket entry form and that Ticket is selected as a winning ticket, then the person named first will be deemed as the holder of record of that Ticket and declared the winner. The division of any prize among a group of persons purchasing a Ticket in common shall be to the sole responsibility of the person named as the holder of record of that Ticket should that Ticket be selected as a winner. BGCF is not responsible for resolving any disputes that may arise from different individuals listed on a winning Ticket. Tickets will be sold until August 29, 2020, but may sell out before that time. BGCF reserves the right to extend ticket sales beyond August 29, 2020 if the drawing date changes. An individual can purchase as many Tickets as he or she may wish, subject to availability.

Tickets may be purchased:

- **Via the Internet.** Visit [www.buffalowgolf.com](http://www.buffalowgolf.com). Follow the instructions to complete the order form and submit payment.

- **In Person.** Complete form and deliver to BGCF. This includes purchasing tickets from any Board Member or volunteer who will be selling official raffle tickets through the ticket sale deadline.

All entries must include payment by check, cash, credit card, or PayPal. BGCF reserves the right to reject any entry form that is submitted without proper payment or payment that does not constitute “good funds.” No refunds will be made.

Any defective or physically altered entry form, or entry form received without proper or sufficient payment, will be immediately disqualified by BGCF. Prior to the drawing, BGCF may make a reasonable effort to notify the individual of a rejected or disqualified entry by attempting to make contact through the information provided at the time of the Ticket purchase request. Neither BGCF nor its directors, 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.

## Drawings

Drawing will be conducted by a representative of BGCF. The drawing is open to the public. Entrants need not be present to win. Winners will be selected at random.

The Buffalo Golf Course Foundation, Inc. Raffle Drawing will be held on August 29, 2020. To be eligible for this drawing, the entry must be received by 12:00 p.m. MST on August 28, 2020. At the option of BGCF, the drawing date may be changed based on ticket sales.

## Prizes

Subject to availability and the terms and conditions of these Official Rules, prizes are as follows:

<b>Raffle Payouts</b>		
<i>Place</i>	<i>Payout</i>	<i>Total</i>
1 <sup>st</sup>	\$250,000	\$250,000
2 <sup>nd</sup>	\$40,000	\$40,000
3 <sup>rd</sup>	\$20,000	\$20,000
4 <sup>th</sup>	\$10,000	\$10,000
5 <sup>th</sup>	\$7,500	\$7,500
6 <sup>th</sup> – 10 <sup>th</sup>	\$4,000	\$20,000
11 <sup>th</sup> – 25 <sup>th</sup>	\$3,000	\$45,000
26 <sup>th</sup> – 45 <sup>th</sup>	\$2,000	\$40,000
46 <sup>th</sup> – 70 <sup>th</sup>	\$1,500	\$37,500
71 <sup>st</sup> – 100 <sup>th</sup>	\$1,000	\$30,000
		<b>\$500,000</b>

TERMS AND CONDITIONS: Prize is non-refundable and subject to availability. Certificates/gift cards cannot be replaced.

If fewer than 1000 Tickets are sold by the ticket sale deadline, the Raffle will be held as scheduled, **except** that the total prize payout will be 50% of the total Ticket proceeds received by BGCF. 10% of ticketholders will still be selected as winners. The grand prize winner will receive a cash prize equal to 25% of the total Ticket proceeds received by BGCF. For example, if 500 tickets are sold, and the total gross proceeds of tickets is \$500,000, \$250,000 will be divided amongst 50 winners. The grand prize winner would receive \$125,000, or 25% of raffle proceeds.

The Prize winner assumes all fees, local, state and federal taxes (including, but not limited to, income taxes based on the value of the prize, and any other taxes).

## Substitutions

Under no circumstances will any Raffle Winner be allowed to request substitution, alteration, or exchange of any prize be offered by BGCF. The Prize, as described above, will not be substituted, exchanged or altered in any fashion.

## Notification of Winners

Winners will be notified according to the contact information provided to BGCF at the time of Ticket purchase. If the Prize winner cannot be located by 5:00 p.m. on September 10, 2020, after reasonable attempts to make contact through the information provided at the time of purchasing the Ticket, such winner will be deemed to have donated their prize to BGCF.

A copy of the winners' list and of these Official Rules may be obtained by visiting and printing from the following website: [www.buffalowygolf.com](http://www.buffalowygolf.com).

## Non-Deductibility of Ticket Purchase

The IRS has taken the position that amounts paid for chances in raffles, lotteries or similar drawings for valuable prizes are not gifts, and consequently, the purchase of a Ticket does not qualify as a deductible charitable contribution.

## Taxes

There may be federal, state and/or local tax consequences of winning a prize in this Raffle. **Any and all taxes are the sole responsibility of the winner.** Each purchaser of Tickets is advised to consult his or her own tax advisors with respect to tax liabilities that may arise from winning a prize in this Raffle. Winners of prizes of \$1,000 or more may be required to submit form W-2G, Form 5754 or similar tax form (provided by BGCF) for tax withholding purposes.

## **Terms and Conditions**

The Raffle is subject to these Official Rules. These Official Rules cannot be changed by any oral statement made by any employee, consultant or agent acting on behalf of BGCF. By entering this Raffle, entrants accept and agree: (1) to be bound by these Official Rules and the decisions of BGCF which shall be final and binding; (2) waive any right to claim ambiguity in the Raffle or these Official Rules; and (3) that BGCF may use the entrant's name, photograph, likeness, statements, biographical information, voice and city of habitation for promotional or advertising purposes in connection with the Raffle on a worldwide basis and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, except where prohibited by law. Other rules and regulations may apply. Please contact BGCF if you have any questions. This Raffle is void where prohibited by law.

**BY ENTERING THIS RAFFLE, EACH ENTRANT RELEASES BGCF, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) CAUSED BY PARTICIPATING IN THE RAFFLE OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, AND EACH WINNER AGREES TO INDEMNIFY AND HOLD BGCF HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE RAFFLE OR THE WINNER'S ACCEPTANCE OR USE OF ANY PRIZE.**

**A RAFFLE ENTRANT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST BGCF ARISING OUT OF THE SALE OF TICKETS OR THE CONDUCT OF THE RAFFLE SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER TICKET(S). IN NO EVENT SHALL BGCF, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY PARTY 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, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **Cancellation/Termination of Raffle**

By purchasing a Ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that BGCF has the right, in its sole discretion, to elect not to proceed with the Raffle for any reason whatsoever or for no reason, and in such event, a participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such participant for each Ticket purchased, without interest.