

**SFMC Foundation "2 Cars 2 Winners" Raffle 2025**  
**TERMS AND CONDITIONS**

Thankyou for supporting the **SFMC Foundation "2 Cars 2 Winners" Raffle** conducted by St. Francis Medical Center Foundation, Inc. ("SFMC Foundation").

The following Terms and Conditions shall apply:

- A ticket represents a chance to win the opportunity to accept an offer of the stated prize on these terms and conditions and, upon winning, those additional terms in the "Winner Notification Agreement," which are incorporated herein by reference. If you hold a ticket or a receipt, your ticket has been entered in the raffle, subject to these terms and conditions. Winning tickets shall be selected by random drawing and all participants have an equal opportunity to win. Tickets, receipts and the winners' rights are not transferable.
- Winners need not be present to win.
- Winners must accept prizes "AS IS," without alterations or additions and subject to all latent and patent conditions, with absolutely no express or implied warranties of any kind given by SFMC Foundation.
- Winner will be notified in writing in the Winner Notification Agreement ("WNA"). Winner will have seven (7) days from the date of receipt of the WNA to accept the prize by executing and returning the WNA pursuant to the terms stated therein. Failure to execute and return the WNA and accept the prize "as is", timely, and pursuant to the terms stated in the WNA, will automatically result in forfeiture of the prize, with no substitution or alternative prize available to the original winner. In the event of forfeiture by a winner, an additional winner will be drawn from the remaining eligible entries.
- Prize will not be awarded, and will be forfeited, if the ticket was issued in exchange for a check returned for "insufficient funds" or for a credit card charge deemed "declined," "invalid," or "stolen."
- Prizes may not be substituted or exchanged by winner. No cash settlement will be awarded on any prize.
- The IRS has adopted the position that the \$50 ticket price is not deductible as a charitable donation for Federal income tax purposes.
- All sales of raffle tickets are final and there will be no refunds.
- SFMC Foundation does not rent or sell its donor or supporter list information to third parties.
- Winner shall have no rights in prize until the prize is fully and unconditionally accepted by winner by the timely acceptance of terms in the WNA and until complete delivery of the prize is made to winner. All prizes remain the sole property of SFMC Foundation until unconditionally accepted "as is, where is" by winner.
- Acceptance of a prize is permission for SFMC Foundation to use the name, picture, video image, and relevant quotes of winner. Additionally, acceptance of a prize is agreement by the winner that the prize will not be used for fundraising for an entity other than SFMC Foundation.

- Winner is subject to all Federal and State income taxes and any other taxes payable due to acceptance of the prize and the law, regulations, procedures, rules and directives applicable to raffles. All federal, state and local laws relating to the transfer, ownership or use of the prize applies. Prize shall not be transferred until all legal requirements have been met. Winner of each car agrees sticker (list) price will be used to determine the value of each car for income tax and all other purposes. The IRS requires that taxes on prizes valued greater than \$5,000 must be paid upon acceptance and before SFMC Foundation may deliver the prize to the winner. Winners are encouraged to consult a tax professional.

- Employees of SFMC Foundation, SFMC Foundation Board Members, St. Francis Medical Center, Inc. ("SFMC") Corporate Officers, SFMC Board Members and their spouse/significant other are not eligible to participate or win any prize. Employees of Gray Television Group, Inc. d/b/a KNOE TV (KNOE, KAQY and ONOE) and their spouse/significant other are not eligible to participate or win any prize. The determinations of SFMC Foundation and the SFMC Foundation Board Members are final and binding with respect to any matter arising out of the interpretation or application of these terms and conditions. SFMC Foundation reserves the right to seek remedies and damages (including attorney's fees) against any claims made against SFMC Foundation, SFMC or any of its affiliates, should the situation arise.

- SFMC Foundation maintains no control of the personnel, equipment or operations of any supplier and assumes no responsibility for any financial loss, personal injury, property damage, other loss, accident, delay, inconvenience or irregularity which winners may experience by reason of (1) performance or nonperformance of prize; or (2) wrongful, careless, negligent, or unauthorized acts or omissions on the part of any supplier or its employees, or on the part of any other party not under the control of SFMC Foundation. SFMC Foundation shall in no event be liable for special or consequential damages arising from the use or ownership of any prizes. Participants hereby release SFMC Foundation from any such claims.

- Must be a U.S. resident and 18 years of age or older to participate and to win any prize.

- Only an individual, as opposed to any organization such as, but not limited to, a corporation, partnership or unincorporated association may be the recipient of each prize.

- If there is more than one name on an entry, the prize will be awarded to the first name listed on the entry as the winner, so long as that person is 18 years old or older and a U.S. resident. It is the sole responsibility of the winner in a multiple party entry to allocate any prize among the participants in that entry.

- Void where prohibited by law.

- This is not a solicitation.

**Purchase of this ticket constitutes full agreement by the purchaser that he/she agrees with all terms and conditions set forth herein.**