

**The Gathering Place's**  
**Trick or Treat**  
**Yourself to a Chance to Win a**  
**Bottle of Amazing Bourbon Raffle**  
Rules and Regulations

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT.

1. Sponsor. The Gathering Place is the sponsor of Trick or Treat Bourbon Raffle (the "Raffle"). The Gathering Place is a not-for-profit corporation located in northeast Ohio and is qualified as a 501(c)(3) exempt organization. However, THE COST OF A RAFFLE TICKET IS NOT TAX DEDUCTIBLE. All proceeds from this Raffle will be used in the operation of The Gathering Place's programs and services.
  
2. Binding Contract. These Rules and Regulations (the "Rules") are a legal binding contract between The Gathering Place and anyone who purchases a raffle ticket (each a "Ticket Holder"). By purchasing a ticket to be entered in the Raffle (each a "Ticket"), each Ticket Holder accepts and agrees to be bound by all of the rules, limitations, conditions, restrictions and other provisions set forth in these Rules, as well as all applicable local, state, and federal laws and regulations. The Gathering Place's decisions in all matters concerning the Raffle and its interpretation and application of the Rules shall be final. Please contact The Gathering Place if you have questions regarding the Rules or the Raffle. The Raffle is void where prohibited by law.
  
3. Raffle Overview. The Raffle is for the following single Bourbon Bottles (the "Prizes"):
  - Pappy Van Winkle's Family Reserve 20 Year
  - Weller 12 Year
  - Blanton's
  - Caribou Crossing
  - Eagle Rare

Five separate drawings will occur (one per bottle) and one individual will be awarded the specific bottle announced. One individual winner will be drawn for each specific bottle.

Selected ticket(s) will not be reentered for the subsequent bottle drawings. Raffle tickets are \$100 each.

4. Eligibility. Any person 21 years of age or older, residing where the Raffle is not prohibited, may purchase a Raffle ticket (“Ticket”) to be entered in the Raffle. The Gathering Place reserves the right to require proof of age upon the purchase of a Ticket and reserves the right to refuse to sell a Ticket to any individual not believed to be an eligible participant. An affidavit of eligibility shall be required from the Ticket Holder who wins the Prize. If the winning Ticket Holder is not eligible, then such winning Ticket Holder will not receive the Prize and The Gathering Place will draw until an eligible Ticket Holder is selected. The Gathering Place staff members and their immediate family members (for this Raffle, known as spouses and children), are not prohibited from purchasing Tickets.

5. Releases. By purchasing a Ticket, each Ticket Holder releases The Gathering Place, its directors, officers, employees, and agents, from any and all liability with respect to the Raffle, including, but not limited to, the selection process and the interpretation and application of the Rules, and from any and all liability for injuries, losses, or damages of any kind caused by the Prize or resulting from acceptance, possession, use, or misuse of the Prize. Each Ticket Holder agrees to indemnify, defend, and hold The Gathering Place harmless from any and all losses, damages, rights, claims, and actions of any kind (including, without limitation, reasonable attorneys’ fees), arising in connection with or as a result of any person’s participation in the Raffle or the winner’s acceptance or use of the Prize. Each Ticket Holder agrees that the Ticket Holder’s name, likeness, and any statements made by the Ticket Holder regarding the Prize may be disclosed to, and used by, The Gathering Place for advertising or publicity purposes without any compensation, and released to and used by any news media.

6. Tickets. As referenced above, **the cost to purchase a Ticket for the Raffle is \$100.00 (U.S. Funds only).** Any eligible person may purchase one or more Tickets. There are no limits to the number of Tickets that a person may purchase. Odds of winning depend on the number of valid Tickets sold. 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 do not qualify as deductible charitable contributions. **A Ticket is not valid and shall not be entered in the Raffle until full and satisfactory payment for such Ticket is received by The Gathering Place.** Tickets are not transferable once purchased. The cost of the Ticket is not tax deductible. **Tickets will be sold until October 31, 2024 at 9:00am EDT.**

7. Failure of Payment. If a Ticket Holder's payment by credit card is declined, a Ticket Holder's check is dishonored by the bank for any reason or payment is otherwise failed by a Ticket Holder at least (1) business day prior to the drawing, such Ticket Holder's Ticket shall be null and void and will not be entered in the drawing. In the event such Ticket is inadvertently included in the drawing, such Ticket shall not be valid and The Gathering Place will pick another Ticket if it wins the Raffle. The Gathering Place may, but is not required, to notify the invalidated Ticket Holder by telephone and/or email using the information provided by the Ticket Holder at the time the Ticket is acquired; however, any failure to contact the Ticket Holder shall not cause the Ticket to become valid, cause the Ticket to be entered in the Raffle, or give rise to any claim or cause of action on behalf of the invalidated Ticket Holder.

8. Multiple-Party Tickets. In the event that more than one name is listed on a Ticket, the first name listed shall be deemed to be the Ticket Holder. Delivery of the Prize shall be made to the Ticket Holder. It is the responsibility of the Ticket Holder to allocate the Prize among the participants in a Ticket owned by multiple-parties and The Gathering Place, its directors, officers, employees, and agents, shall have no liability for any failure to do so.

9. Raffle Drawing. The Raffle Drawing shall take place within 10 days after Raffle Sales End Date. The winning number will be picked randomly, and the winner of the Prize will be the Ticket Holder who has purchased a valid Ticket whose name, phone number and address matches the Ticket purchased in our database. If the Raffle is not held for any reason, all money will be returned to the Ticket Holders. There is no substitution of prizes. **TICKET HOLDERS NEED NOT BE PRESENT ( in person or virtually) AT THE RAFFLE DRAWING TO WIN.**

10. Claiming a Prize. **Winning Ticket Holders will be notified by phone and/or email at the number or email address provided when purchasing the Ticket.** The Gathering Place shall notify the winner within seven days of the drawing. The winner shall claim the Prize within thirty days of the drawing. If the Prize is not claimed within such thirty-day period, then the Prize shall be deemed to be forfeited by the winning Ticket Holder and may be re-raffled or sold by The Gathering Place. The name of the winner will be available at The Gathering Place's website ([www.touchedbycancer.org](http://www.touchedbycancer.org)).

11. Obligations of Winning Ticket Holders. Except as otherwise provided herein, the Ticket Holder who wins the Prize is responsible for all costs associated with the Prize, including, but not limited to, any local, state, and federal taxes that may be applicable. The winning Ticket Holder shall claim the Prize in person at the offices of The Gathering Place located at 23300 Commerce Park, Beachwood, Ohio, unless other arrangements are made with The Gathering Place. The winning Ticket Holder must present a valid Raffle ticket receipt (that Ticket Holder received via email upon purchase) and ID, both as acceptable to The Gathering Place. The Gathering Place will have no responsibility to ship the Prize to the winning Ticket Holder, especially if such shipment would otherwise violate local, state, or federal law. If the winning Ticket Holder makes arrangements with The Gathering Place to lawfully ship the Prize to the winning Ticket Holder, then the winning Ticket Holder shall pay for all delivery and insurance costs and shall be responsible for any risk associated with shipment and delivery, and The Gathering Place shall have no responsibility for any risk of loss. Ticket Holders are advised to consult with a tax advisor with respect to taxability of the Prize for income tax purposes.