

OFFICIAL RULES

OFFICIAL RULES: By participating, entrants agree to be bound by these Official Rules and by the decisions of Family Promise Metrowest, which shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state, and local laws.

SPONSOR: Family Promise Metrowest, 6 Mulligan Street, Natick, Massachusetts, 01760; Nonprofit Tax ID Number 20-5963640.

NET PROCEEDS: The proceeds of the Raffle, less the Prize (as defined below), will benefit Family Promise Metrowest, a 501(c)(3) public charity (hereafter known as "Sponsor") and will be dedicated to the charitable programs that Sponsor supports. These programs aim to improve the lives of people who are facing homelessness.

THE PRIZE (1): THREE prizes will be awarded in the Raffle:

The 1st prize winner will receive \$2,500 in cash (the "Prize").

The 2nd prize winner will receive a "Refresh Your Room" package that includes the following:

- Two hours of onsite interior design service with Susan Burt Designs, which includes, but is not limited to, color palette consultation, art installation, material and finish selection, furniture selection and placement, and general space planning. Consultation is by appointment only and must be within one-hour driving radius of Natick, MA.
- Professional painting services donated by Dimensions 3D to paint one room.
- \$300 gift card to Debsan's Decorating Store, Natick, MA
- \$250 TJX gift card

The $3^{\rm rd}$ prize winner will receive a "Rejuvenate Your Garden" package that includes the following:

- One-hour consultation with landscape designer Catherine Volic of Sweetgum Horticulture
- \$500 Visa gift card, which can be used to purchase landscaping plants and supplies

ELIGIBILITY TO ENTER: During the dates and times specified below, Raffle tickets MAY BE PURCHASED ONLY BY PERSONS 18 YEARS OR OLDER in accordance with these Official Rules, either (i) on the Internet, by following the instructions at www.trellis.org/raffle-for-change (the "Raffle Website") or (ii) via mail. Internet sales of Raffle tickets are open ONLY TO LEGAL RESIDENTS OF MASSACHUSETTS WHO ARE 18 YEARS OF AGE OR OLDER. This Raffle is VOID OUTSIDE MASSACHUSETTS AND WHEREVER PROHIBITED BY LAW. The following persons are NOT ELIGIBLE to purchase raffle tickets or to win the Prize: Sponsor employees and their immediate family members and Sponsor board members (each an "Ineligible Party"). "Immediate

family members" means spouses, parents, grandparents, children, grandchildren, and siblings (and any of their respective spouses) of an employee of Sponsor.

PURCHASING RAFFLE ENTRIES: All Tickets will be \$20 each, or 3 for \$50, or 6 for \$100, regardless of method or location of purchase. There are no discounts or complimentary tickets. There are two (2) ways to purchase Raffle Tickets:

- (1) <u>Purchase Online</u>: Raffle tickets may be purchased online only by residents of Massachusetts who are 18 years of age or older starting at 9:00 a.m. ET on Monday, March 1, 2021 and ending at 5:00pm ET on Saturday, May 1, 2021 by visiting <u>the Raffle Website</u>. To be valid, the eligible patron purchasing the ticket on the Internet must download the email received with the ticket numbers listed. Entrants purchasing Raffle tickets online must digitally sign their Entries, using the procedures specified. All purchasers of Entries must provide their names, addresses, telephone numbers and e-mail addresses at the time of purchase. Sponsor shall be the sole judge of the validity and eligibility of all entries. All Raffle entries shall be final, and no refunds or replacements will be issued by Sponsor.
- (2) Purchase by Mail: Raffle tickets may be purchased by mail only by residents of Massachusetts who are 18 years of age or older starting at 9:00 a.m. ET on Monday, March 1, 2021 and ending at 5:00pm ET on **Friday, April 30, 2021**. Funds to purchase tickets via mail MUST BE RECEIVED by this date and time to complete the purchase. Any funds received for ticket purchases after this deadline will be returned or can be converted to a donation-only. To be valid, the eligible patron purchasing the ticket via mail must download the email received with the ticket numbers listed, which will be sent after receipt of ticket purchase funds. All purchasers of Entries must include their names, addresses, telephone numbers and e-mail addresses with their mailed submission. Sponsor shall be the sole judge of the validity and eligibility of all entries. All Raffle entries shall be final, and no refunds or replacements will be issued by Sponsor.

RAFFLE TICKETS ARE NONDEDUCTIBLE: No portion of the Raffle ticket price may be deducted as a charitable contribution for federal income tax purposes.

MINIMUM NUMBER OF RAFFLE TICKETS: Regardless of the location or method of sales, a MINIMUM of 1,000 Raffle tickets will be sold. If the 1,000 Raffle tickets are NOT sold by 5:00pm on May 1, 2021 the deadline to purchase Raffle tickets may be extended to 12:00pm on Sunday, May 23, or such other date as the Sponsor deems necessary, in Sponsor's discretion.

TRANSFER OF RAFFLE ENTRIES: Persons who purchase Raffle tickets at the In Person Location may opt to give away their raffle tickets to others, but in doing so they give up any claim they might otherwise have to the Prize if they surrender a winning Raffle ticket. Raffle tickets purchased in person may be given away to persons who are under 18 years of age, but only individuals who are 18 years of age or older may claim or win the Prize. Tickets purchased online at the Raffle Website may not be given away or otherwise transferred. The Raffle is being conducted pursuant to a raffle permit issued to Sponsor by the Town of Natick. Purchasers of Raffle tickets, whether purchased at the In Person Location or online at the Raffle Website may not re-sell their Raffle tickets to other parties, and may not knowingly give such Raffle tickets away to others for the purpose of allowing those other parties to re-sell such Raffle tickets. All Raffle tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell Raffle tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize.

DRAWING: A winner will be selected in a random drawing from all eligible entries received (the "Drawing"). The Drawing is scheduled to be held at Sponsor's In Person Location on Sunday, May 2 at 1:00pm. If for any reason whatsoever the Drawing cannot be held on Sunday, May 2, including the failure to sell 1,000 tickets by 5:00pm on May 1, 2021 it will be held at 12:00pm onMonday, May 24, 2021 or such other date as Sponsor deems necessary. The winner need not be present at the In Person Location at the time of the Drawing. The winning Raffle ticket number will be announced by Sponsor at the time of the Drawing and the winning number will be posted to the Raffle Website within twenty-four (24) hours following the Drawing.

NOTIFICATION OF THE WINNER: Sponsor will endeavor to contact the purchaser-of-record of the winning Raffle ticket (the "Winner") by phone or email on the day following the Drawing, to notify him/her that he/she is the Winner, but only if and to the extent that Sponsor can successfully identify and contact such Winner based on the identifying and contact information supplied by the purchaser of the Raffle ticket in question. WHETHER OR NOT CONTACTED BY SPONSOR, THE WINNER MUST CONTACT SPONSOR DIRECTLY TO CLAIM HIS/HER PRIZE NO LATER THAN 11:59 A.M. ET ON May 9, 2021 IN THE EVENT THAT THE DRAWING IS HELD ON May 2, 2021. IN THE EVENT THAT THE DRAWING IS HELD ON May 24, 2021, THE WINNER MUST CONTACT SPONSOR DIRECTLY TO CLAIM HIS/HER PRIZE NO LATER THAN 11:59 A.M. ET ON June 1, 2021. WINNERS WILL CLAIM PRIZE BY APPEARING IN PERSON AT SPONSOR'S OFFICES AT 6 Mulligan Street, Natick, MA 01760 WITH HIS/HER WINNING RAFFLE TICKET OR BY SENDING AN EMAIL CONTAINING THE WINNER'S CONTACT INFORMATION TO carole@familypromisemetrowest.org DURING THAT SAME TIME FRAME TO MAKE ARRANGEMENTS SO THAT SPONSOR MAY INSPECT AND VERIFY THE CLAIMANT'S RAFFLE TICKET BEFORE DELIVERING THE PRIZE.

DETERMINATION OF OFFICIAL WINNER: Sponsor shall have the sole discretion to determine whether the Winner is the official winner of the Prize (the "Official Winner"). Sponsor's decision concerning the identity of the Official Winner shall be final and binding. To become an Official Winner: (1) the Winner of the Drawing must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined in Sponsor's sole judgment; (2) that Winner must contact Sponsor, or be contacted by Sponsor, by the deadline specified above under "NOTIFICATION OF POTENTIAL WINNERS"; (3) that Winner's winning Raffle ticket must be inspected and verified in person by Sponsor by the deadline specified above; (4) that Winner must execute and return to Sponsor an affidavit of eligibility on a form to be provided by Sponsor before prize is awarded; and (5) that Winner must provide Sponsor with all tax identification information required by federal, state or local law and, where applicable, provide Sponsor with payment for any required withholding taxes due prior to that Winner's receipt of the Prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to the Winner, or if Sponsor is unable for any reason to identify the holder of a winning Raffle Ticket or to contact the Winner, then that Winner's Prize will be deemed forfeited and, at Sponsor's sole discretion, an alternate Winner of that Prize will be selected, through another random drawing from the remaining pool of eligible Entries. Sponsor shall use the following rules to determine the identity of the Official Winner of the Prize: (1) in the case of a Raffle ticket that was purchased at the <u>raffle site</u>. Sponsor shall conclusively presume that the purchaser of that ticket, as determined by credit-card purchase records, is the lawful owner of that Raffle ticket and that ticket's winning number and (2) in the case of a Raffle ticket that was purchased at the In Person Location, Sponsor shall conclusively presume that the person who is in possession of that Raffle ticket is the lawful owner of that Raffle ticket and that ticket's winning number, and Sponsor shall not make, or have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning Raffle ticket.

AWARD OF PRIZE(S) TO OFFICIAL WINNER(S): The Prizes will be awarded to the Winners who have been designated by Sponsor as the Official Winners. Official Winners must pick up their prizes at Family Promise Metrowest, 6 Mulligan Street, Natick, Massachusetts, no later than 12:00pm ET on May 17, 2021 (or in the event of a May 24 drawing, by 12:00pm on June 7, 2021) unless alternate arrangements are made and approved in writing by an authorized member of Sponsor's staff.

TAXES: All federal, state and local income taxes are the sole responsibility of the Official Winner. The taxable value of the Prize will be treated as ordinary income to the Official Winner for federal and state income tax purposes, and the Official Winner may be required by law to pre-pay a portion of the tax liability incurred in connection with his/her receipt of the Prize before receiving his/her Prize from Sponsor. All sales tax, title and registration fees, if applicable, are the sole responsibility of the Official Winner.

GENERAL CONDITIONS: The Released Parties (as 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 as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website, Internet connection, computer, telephone, cable or satellite modem or connection, hand held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server ISP or any equipment or programming used in or associated with the Raffle; (4) the inability of a purchaser or prospective purchaser of any Raffle ticket 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 the Winner, determining the Official Winner, or announcing or delivering the Prize; or (6) any injury or damage to any person's computer equipment related to or resulting from participation in this Raffle, the use of any website associated with the Raffle, or the downloading of any materials from such website(s). Anyone who tampers with or abuses the downloading of any aspect of the Raffle or associated website, as determined in Sponsor's sole judgment, will be disqualified from participation in the Raffle and, if applicable, will be deemed to have forfeited all claims to the Prize. If any portion of the Raffle is compromised, in Sponsor's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor's sole judgment, corrupt or impair the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of entries (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle,

and to select a Winner from all eligible, non-suspect entries received before the known occurrence or discovery of such Compromising Event.

RELEASE OF LIABILITY: Entrants, by participating in the Raffle, agree that the Sponsor and its affiliates, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for injuries, losses, cost, expenses, or damages of any kind, including damages for death, personal injury, property damage or property loss, or other harm resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle or the acceptance, possession, misuse or use of any Raffle ticket or Prize, these Official Rules and the application thereof, all means of ticket sales, the Raffle process, and/or the winning ticket selection.

PUBLICITY RELEASE: The Official Winner, by accepting his/her Prize, grants Sponsor and Sponsor's designees and affiliates, 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.

GOVERNING LAW; SEVERABILITY: The Raffle and these Official Rules shall be subject to and governed by the laws of the Commonwealth of Massachusetts. 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.

PLEASE NOTE: Depositing raffle tickets or related materials in the U.S. Mail is a violation of federal law and could lead to criminal penalties.