

## QUEEN OF HEARTS OFFICIAL RULES - (Four pages)

Effective November 23, 2021

**Agreement to the Official Rules.** The “SPONSOR” of this Raffle is the Friends of the Parks Foundation - Queen of Hearts Committee. The Friends of the Parks Foundation is a not-for-profit 501(c)(3) organization. The Raffle is conducted in compliance with the Illinois Raffles Act, 230 ILCS 15/0.01 et seq., and the Morrison Municipal Code, Sec. 6-161 et seq. Any person purchasing a ticket and entering the Raffle is a “PLAYER.” By participating in the SPONSOR’S Raffle, all PLAYERS hereby agree to be bound by these Official Rules, consisting of four (4) pages, and by the decisions of the SPONSOR which shall be binding and final as to all matters relating to the Raffle. SPONSOR reserves the right to amend these rules as needed with reasonable notice posted on the SPONSOR’S Facebook page or website.

**The Game.** At the start of this Raffle, fifty-four (54) simulated playing cards, including two jokers, are randomly placed on a mounting board purchased from a gaming vendor. Each of the cards are covered by an overlay, so that the cards are not visible. The cards are numbered one (1) through fifty-four (54), with each card’s number visibly appearing on the face of its overlay. Both the playing cards and their numbered overlays are sealed to the mounting board. Under one of the sealed and numbered overlays is a randomly-placed Queen of Hearts card. The goal is to find and reveal the Queen of Hearts. The PLAYER understands and accepts that the Raffle could last up to one year before the Queen of Hearts is revealed.

**The Jackpot.** The game uses a progressive Jackpot. The starting Jackpot is \$2000. The money collected each week, subject to secondary payouts and expenses, is added to the Jackpot for the next drawing. The Jackpot will continue to build weekly until the Queen of Hearts card is found and revealed.

**Updates.** The current Queen of Hearts Board, the results of the weekly drawing, and the potential Jackpot can be FOUND on any of the Facebook pages of the Friends of the Parks Foundation, On The Move with Parks and Recreation, and Brick Block Pub.

**The Tickets.** Raffle tickets can be purchased from a SPONSOR committee member in Illinois at anytime OR at the Brick Block Pub, 105 W Main St, Morrison, IL., during normal business hours.

Raffle tickets are 6 tickets for \$5.00. Tickets are a cash purchase only. There is no limit on the number of tickets that may be purchased by a PLAYER. Tickets are valid for one drawing only. Tickets do not carryover to the next drawing. **A new ticket must be purchased for each week’s drawing.** Tickets will be destroyed after each drawing. The color of the tickets will change from week to week. The PLAYER must be 18 years of age to purchase a ticket. The Sponsor may terminate ticket sales up to 15 minutes before each drawing. Raffle tickets are Not Tax Deductible. All sales are final. There will be NO refunds.

On EACH RAFFLE TICKET PURCHASED the PLAYER must write/stamp (no labels or stickers) their legal FIRST and LAST name as they appear on the PLAYER’S government issued ID and their PHONE NUMBER with area code. Only one (1) name per ticket. If more than one name is on a drawn ticket, or if the ticket does not include the above information, or if the ticket has labels, or if the ticket is illegible, or if the ticket has been modified in anyway, the ticket will be discarded and another ticket will be drawn. The SPONSOR shall be the sole judge of the validity and eligibility of any and all tickets. The PLAYER MAY also write on their ticket the card number they wish to have revealed, (1) through (54). It is the PLAYER’S responsibility to insure that the numbered card they are choosing is still available to select on the Queen of Hearts Board. Tickets may not be retrieved or edited once placed in the drum.

**Time and Location of drawing.** The drawing will take place each Thursday at 7:00 p.m. at the Brick Block Pub, 105 W Main St, Morrison, IL, with the first drawing to be held no sooner than January 6, 2022, and weekly thereafter unless closed for holidays, government mandates, or unforeseen circumstances. (Cell phone time is used.)

**Regarding the Venue.** K/K INC. II, dba Brick Block Pub, is not responsible in any way for the Queen of Hearts Raffle. No fees, rent, or commission is provided to Brick Block Pub. Brick Block Pub is merely the location of the Raffle. Occupancy limitations are regulated by State and Municipal law.

**Manner of Play.** At the time of each drawing, a SPONSOR committee member will pull one ticket out of the ticket drum and announce the PLAYER'S name. The PLAYER whose ticket is drawn, if present, must come forward within 5 minutes of the drawing. They may then pick which card to reveal on the Board even if different from the card number they may have indicated on their ticket. The SPONSOR committee member will then reveal the card chosen by the PLAYER.

If the winning PLAYER is not present but has indicated on their ticket the card number they wish to have revealed, a SPONSOR committee member will then reveal the numbered card indicated on the ticket. If the selected card has already been revealed, or if the PLAYER has not indicated on their ticket the card they wish to have revealed, a SPONSOR committee member will choose the HIGHEST numbered unrevealed card.

If the revealed card is the Queen of Hearts, the winning PLAYER will win 50% of the Jackpot, up to \$60,000, less secondary payouts and expenses, and subject to taxes. The winner need not be present to win the Jackpot and will be notified of their prize.

If the revealed card is a **Joker**, the winning PLAYER, IF PRESENT, will be awarded a secondary prize of **\$100**. If the revealed card is any other **face card** (Jack, Queen other than Hearts, King), the winning PLAYER, IF PRESENT, will be awarded **\$50**. A PLAYER whose card is drawn but wins no money, IF PRESENT, will be awarded 6 tickets for the next drawing unless there is a draw down to end the game as outlined below.

**Maximum Payout.** In accordance with the Morrison Municipal Raffle Ordinance and State Statute: (a) The maximum combined Jackpot and secondary prizes payout for the entire Raffle is \$60,000. Therefore, anytime the Jackpot reaches or exceeds \$120,000, less all secondary prizes and expenses that have been paid, all tickets sales will cease. At the next drawing, tickets will continue to be drawn until the Queen of Hearts is revealed. (b) The raffle license is valid for one year. In the event that the Queen of Hearts card is not revealed within one year of the license issue date, then prior to the drawing preceding the one year time period, tickets will continue to be drawn until the Queen of Hearts is revealed.

**Taxes.** Winners are responsible for any and all taxes. For all prizes of \$600 or more, the winner will be issued a W2-G. For all prizes of \$1000 or more the winner must complete form IL-5754. For all prizes of \$5000 or more, taxes are also withheld at a Federal flat rate of 24% and Illinois flat tax rate of 4.95%. Form W-2G will show the amount won and the amount of tax withheld. No prize of \$600 or more will be paid until the information required is provided within 48 hours of winning to a SPONSOR committee member, including full Name, Address, and Social Security number. **If a winner is unwilling to provide the W2-G information, the prize will be forfeited and will revert back to Friends of the Parks Foundation.** Tax withholding laws are subject to change without notice and the laws in effect at the time of winning will be followed. All prizes will be paid by check within a timely manner.

**Donation.** A winner may not donate the prize without first taking ownership of the prize, which means the appropriate and required state and federal documents must be completed, signed and issued, and any appropriate taxes withheld.

**Publicity Release.** Each winner, by accepting a prize, grants the SPONSOR, and Friends of the Parks Foundation, and the Queen of Hearts Committee, and On The Move with Parks and Recreation, and K/K INC. II, d.b.a. Brick Block Pub, and their designees and affiliates, full permission, except where legally prohibited, to use such winner's name, address (city & 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 in perpetuity. Each winner shall execute all documents that the SPONSOR, Friends of the Parks Foundation, Friends of the Parks - Queen of Hearts Committee, On The Move with Parks and Recreation, or Brick Block Pub, may require to be signed in connection with this release.

**Ineligible to purchase tickets.** No members of the Friends of the Parks Foundation, the Queen of Hearts Committee, members of On The Move with Parks and Recreation, owners and staff of Brick Block Pub, or the immediate household family members of these listed groups are eligible to purchase tickets or win prizes.

**About.** The Friends of the Parks Foundation, a 501 (c)(3) organization, was founded in 1997. Its mission is to promote public awareness of, and support for, the values of recreation, leisure services, parks, and natural resources as they relate to the constructive use of leisure and to the social stability of the community and the physical and mental health of individuals.

**Contact.** You may contact the Friends of the Parks Foundation at Box 24, Morrison, IL 61270, or [morrisonfotp@gmail.com](mailto:morrisonfotp@gmail.com).

**The Queen of Hearts Committee.** The Friends of the Parks Queen of Hearts Committee, i.e., the SPONSOR, are all volunteer members of the Friends of the Parks Foundation. They include individuals who are also members from On The Move with Parks and Recreation, and the owners and staff of Brick Block Pub. No Committee Member receives any compensation for assisting with the Raffle.

**Where the money goes.** Monies raised, after payouts to winners and expenses, are used to fund projects of the Friends of the Parks Foundation, including donations to On The Move with Parks and Recreation.

**Disclaimer, Disputes, Release, Limitation of Remedy, Severability.**

The following entities and individuals shall constitute THE RELEASED PARTIES, vis., Friends of the Parks Foundation, Friends of the Parks Foundation - Queen of Hearts Committee, On The Move with Parks and Recreation, K/K Inc. II, d.b.a. Brick Block Pub, their Boards, Members, Owners, Employees, Representatives, Agents and any and all persons and entities working in conjunction with them in connection with the Raffle. THE RELEASED PARTIES assume no responsibility, and shall not be responsible for, any lost, late, misdirected, mutilated, incomplete, ineligible, or illegible tickets.

By entering this Raffle, each PLAYER agrees that for himself or herself, and his or her heirs, administrators, executors, personal representatives and assigns, to release and hold harmless THE RELEASED PARTIES from any and all claims, demands, and causes of action, whether arising in tort or contract, in law or in equity, for any and all injury, loss or damage, caused or claimed to be caused by PLAYER'S participation in the Raffle in any way. Each PLAYER also agrees that THE RELEASED PARTIES are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Raffle.

Each PLAYER agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Raffle, or any prize awarded, shall be resolved individually, without resort to any form of class action, and solely and exclusively in a State court located in Whiteside County, Illinois, and each PLAYER submits to sole and exclusive personal jurisdiction of said court for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to the purchase price paid for his or her tickets in connection with the weekly drawing at issue, and in no event shall PLAYER be entitled to attorneys' fees; and (c) under no circumstances will PLAYER be permitted to obtain awards for, and PLAYER waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for the purchase price paid for his or her tickets in connection with the weekly drawing at issue, and (d) PLAYER waives any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the PLAYER or The RELEASED PARTIES in connection with the Raffle shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Illinois, the United States, or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Illinois. 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.

**REVISION HISTORY**

New 11/23/2021