

THE 2016 HAROLD E. EISENBERG FOUNDATION RAFFLE OFFICIAL RULES AND REGULATIONS

The 2016 Harold E. Eisenberg Foundation Raffle (“**Raffle**”) is being conducted by The Harold E. Eisenberg Foundation (“**HEEF**”), a not-for-profit charitable organization. The Raffle is being conducted pursuant to the Illinois Raffles and Poker Runs Act, *230 ILCS 15/0.01 et seq.*, and applicable municipal ordinances, to raise funds for ongoing charitable purposes. The 2016 Harold E. Eisenberg 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 HEEF’s interpretation of any such Official Rules. HEEF shall be responsible for interpreting and applying the Official Rules. HEEF’s interpretation and application of such rules shall be final.

Eligibility: Any individual who is a legal resident of the United States and is 18 years of age or older at the time of the purchase of the Ticket is eligible to enter the Raffle. All federal, state, and local laws and regulations apply. The Raffle is void where prohibited by law.

How to Enter: Tickets are \$100.00 per ticket. The following discounts are provided for multiple tickets purchased at the same time: three (3) tickets for \$275.00 or six (6) tickets for \$500.00. 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 the sole responsibility of the person named as the holder of record of that Ticket should that Ticket be selected as a winner. HEEF is not responsible for resolving any disputes that may arise from different individuals listed on a winning Ticket.

A maximum of 1000 Tickets may be sold. **No Tickets will be sold after October 18, 2016.** An individual can purchase as many Tickets as he or she may wish.

Tickets may be purchased:

- **By the Internet.** Visit www.eisenbergfoundation.org. Any order for a Raffle ticket initiated by the internet constitutes only an offer to purchase a Raffle ticket (each an “**Offer**”) and the Raffle ticket will not be deemed sold until HEEF accepts such Offer. Periodically and, in any event before any drawing is conducted under the Raffle, each Offer will be reviewed by a staff member of HEEF at HEEF’s office located in Northfield, IL, and if the Offer is accepted, the Raffle ticket sale will be completed. An Offer may be accepted or rejected by HEEF in its sole and absolute discretion for any reason. If an Offer is rejected, the ticket price, if any, charged in connection with such rejected Offer will be refunded (without interest or other fees), and no Raffle ticket will be sold pursuant to such rejected Offer.
- **By Telephone.** Call 847-433-3050. Any order for a Raffle ticket initiated by telephone constitutes only an offer to purchase a Raffle ticket (each an “**Offer**”) and the Raffle ticket will not be deemed sold until HEEF accepts such Offer. Periodically and, in any event before any drawing is conducted under the Raffle, each Offer will be reviewed by a staff member of HEEF at HEEF’s office located in Northfield, IL, and if the Offer is accepted, the Raffle ticket sale will be completed. An Offer may be accepted or rejected by HEEF in its sole and absolute discretion for any reason. If an Offer is rejected, the ticket price, if any, charged in connection with such rejected Offer will be refunded (without interest or other fees), and no Raffle ticket will be sold pursuant to such rejected Offer.

- **In Person by Attending The Harold E. Eisenberg Foundation’s Eighteenth Annual Dinner.** Attend The Harold E. Eisenberg’s Eighteenth Annual Dinner to be held on Tuesday, October 18, 2016 and purchase a Ticket from a HEEF representative at the Annual Dinner. To attend the Annual Dinner, you will need to purchase an event ticket and the cost of which is in addition to the purchase of a Ticket. Tickets to the Annual Dinner may be purchased at <http://www.eisenbergfoundation.org>.

All entries must include payment of the Ticket price by check, money order or credit card (Visa, MasterCard or American Express). HEEF reserves the right to reject any entry form that is submitted without proper payment or payment that does not constitute “good funds.” Ticket purchasers are responsible to replace NSF checks or declined credit card charges with good funds, and HEEF will assess a \$30 administrative fee from a Raffle Ticket purchaser submitting such NSF check or a declined credit card. No refunds will be made except that any Ticket order with payment received after October 18, 2016, will be returned. No other refunds are available except in the exclusive discretion of HEEF.

Any defective or physically altered entry form, or entry form received without proper or sufficient payment, will be immediately disqualified by HEEF. Prior to the Grand Prize Drawing (described herein), HEEF 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 HEEF 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.

Prize Drawings: Prize drawings will be conducted by a representative of HEEF. All drawings are open to the public. Entrants need not be present to win. Winners will be selected at random.

Grand Prize Drawing. The Grand Prize Drawing will be held on October 18, 2016 at approximately 8:00 p.m. Central Time. To be eligible for this drawing, the entry must be purchased (i) via the Internet by 11:59 p.m. Central Time on October 17, 2016 or (ii) in person at the Annual Dinner by approximately 7:30 p.m. Central Time on October 18, 2016.

All orders for Tickets must be received and/or purchased by the indicated deadline to be eligible for the applicable drawing. HEEF assumes no responsibility for lost, late, misdirected or non-delivered mail or fax messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines.

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

DRAWING TYPE/PLACE

PRIZE

Grand Prize Drawing:

2016 Jeep® Wrangler or \$15,000 cash*

* Assumes a minimum of 500 Tickets are sold by 11:59 p.m. Central Time on October 17, 2016. If less than 500 Tickets are sold, then the Grand Prize will be reduced as described below.

Assuming a minimum of 500 Tickets are sold by 11:59 p.m. Central Time on October 17, 2016, then the winner of the Grand Prize may elect to receive: (1) 2016 Jeep® Wrangler; or (2) \$15,000 cash (the “**Cash Payment**”). The Grand Prize winner must provide HEEF with written notice of his/her selection of the 2016 Jeep® Wrangler or the Cash Payment on or before 5:00 p.m. Central Time on November 11, 2016.

If no notice is received by HEEF by then, the Grand Prize winner will automatically receive the Cash Payment as full satisfaction of the Grand Prize.

If fewer than 500 Tickets are sold by 11:59 p.m. Central Time on October 17, 2016, the Raffle will be held as scheduled, and prizes will be awarded as advertised, **except** that the Grand Prize winner will receive a cash prize in an amount equal to 50% of the total Ticket proceeds received by HEEF *minus* all costs and expenses paid or incurred by HEEF in connection with the Raffle, not to exceed \$15,000 as full satisfaction of the Grand Prize. For example, if only 200 Tickets are sold (resulting in gross proceeds of the Raffle to HEEF of \$20,000) and HEEF's costs and expenses related to the Raffle are \$8,000, the net proceeds of the Raffle will be \$12,000, and, as a result, the Grand Prize winner would receive a cash award equal to \$6,000, representing 50% of such \$12,000 amount. The above is only an example. The actual amount of Raffle expenses and net revenue may vary.

The 2016 Jeep® Wrangler, if offered as the Grand Prize and selected by Grand Prize winner, will be transferred to the Grand Prize winner **"AS IS, WHERE IS, AND WITH ALL FAULTS."** **HEEF DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH 2016 JEEP® WRANGLER AND ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE CONDITION OF THE VEHICLE. HEEF DOES NOT WARRANT THAT 2016 JEEP® WRANGLER IS OF MERCHANTABLE QUALITY OR THAT IT CAN BE USED FOR ANY PARTICULAR PURPOSE. NO EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF HEEF BY WORDS AND/OR ACTIONS WILL CONSTITUTE A WARRANTY.** HEEF makes no guarantee that the Grand Prize winner will be able to sell 2016 Jeep® Wrangler for the value of the Cash Payment alternative, nor is there any guarantee that the Internal Revenue Service (IRS) will accept that value of 2016 Jeep® Wrangler for the purpose of determining any income tax that may be due from the Grand Prize winner.

The 2016 Jeep® Wrangler that may be awarded as a prize comes base-model factory equipped and the winner is solely responsible for any and all federal, state or local license, title, registration, taxes or fees associated with the vehicle as well as insurance (proof of which must be shown prior to delivery) and pickup or delivery costs at the dealership as well as any non-standard options chosen by the winner and negotiated with the dealership. The 2016 Jeep® Wrangler is subject to availability at the automobile dealer selected by HEEF and may be substituted for a comparable vehicle by HEEF. The 2016 Jeep® Wrangler is delivered F.O.B. Northfield, Illinois.

Notification of Winners: Winners will be notified by email or by telephone according to the contact information provided to HEEF at the time of Ticket purchase. If the Grand Prize winner cannot be located by 5:00 p.m. on November 11, 2016, after reasonable attempts to make contact through the information provided at the time of purchasing the Ticket, such winner will be deemed to have elected the cash alternate prize and another winner will not be selected for such prize. If a selected winner is unable to be contacted or located after a period of 120 days from the draw date of the applicable raffle drawing, the prize or its cash equivalent will be deemed to have been donated to HEEF.

In order to collect a prize, a winner must sign and deliver to HEEF: (a) a sworn affidavit of eligibility in accordance with these Official Rules and applicable law, including, without limitation, proof of age; (b) such written information as is required by any applicable tax laws, including, without limitation, his/her Social Security Number; and (c) proof of identity in forms satisfactory to HEEF showing that the person claiming the prize is the same person who is named on the winning Ticket. Winners of prizes of \$1,000 or more may be required to submit a W-2G, Form 5754 or similar tax form (provided by HEEF) for tax withholding purposes.

The identity of the winner will be posted on the Raffle website within one week of the drawing. A copy of the winners' notification and of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: The Harold E. Eisenberg Foundation Raffle, 540 W. Frontage Road, Suite 2210, Northfield, IL 60093. Requests must be received within 30 days of the close of the Raffle.

Winning Odds: The odds of winning a prize will depend on the number of tickets sold. For example only, if 1,000 Tickets are sold, then the odds of winning the Grand Prize are 1 in 1,000.

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 a W-2G, Form 5754 or similar tax form (provided by HEEF) for tax withholding purposes. All appropriate and required federal and state taxes will be withheld by HEEF in accordance with federal and state law, and HEEF will remit the balance of the cash prizes to the winners.

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 HEEF. By entering this Raffle, entrants accept and agree: (1) to be bound by these Official Rules and the decisions of HEEF which shall be final and binding; (2) waive any right to claim ambiguity in the Raffle or these Official Rules; and (3) that HEEF may use the entrant's name, photograph, likeness, statements, biographical information, voice and city and state address 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 HEEF if you have any questions. This Raffle is void where prohibited by law.

BY ENTERING THIS RAFFLE, EACH ENTRANT RELEASES HEEF, 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 HEEF 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 OR MISUSE OF ANY PRIZE.

BY PARTICIPATING IN THE RAFFLE, EACH ENTRANT AGREES THAT HIS/HER SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST HEEF 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 ANY RAFFLE ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH RAFFLE ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES WHETHER ARISING IN CONTRACT,

TORT OR OTHERWISE, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

Any dispute, controversy or claim arising out of or relating to the Raffle or these Official Rules shall be settled by binding arbitration conducted in Northfield, Illinois, or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“**JAMS Rules and Procedures**”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor HEEF shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS RAFFLE IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

Cancellation/Termination of Raffle: By purchasing a Ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that HEEF 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.

Registration: HEEF has registered with the Village of Northfield. The registration is available from the Village of Northfield. Registration does not imply endorsement of this Raffle by the Village of Northfield.