

St. Francis of Assisi Knights of Columbus Roman Holiday Raffle Terms and Conditions Rules

Saint Francis of Assisi Knights of Columbus, New Gardeners Neck Road, MA, 2011 Roman Holiday Raffle

- Contest Description.** The Roman Holiday Raffle (the "**Raffle**") is designed to raise money to be used and directed by the Swansea Saint Francis of Assisi Knights of Columbus. The money will be directed and authorized by the Grand Knight of the Swansea Saint Francis of Assisi Knights of Columbus. These activities will include but not limited to improvement projects for Swansea Saint Francis of Assisi Church, donations to charities as directed and membership clubs. Judges will choose the winning entries and prizes will be awarded in accordance with these Official Rules.
- Sponsor.** The Raffle is sponsored by Swansea Saint Francis of Assisi Knights of Columbus, with principal place of residence at The Saint Francis of Assisi Church 530 Gardner's Neck Road, Swansea, MA 02777, USA.
- Cost and Sale of Raffle Tickets.** The cost of each ticket is \$20.00. Tickets may be purchased with cash (US Dollars) or by check made payable to the "**St. Francis of Assisi Knights of Columbus**". The purchaser of the ticket(s) is required to enter the full name of the person that will be the owner of the ticket, the person's address, and telephone they can be reached.
- Binding Agreement.** In order to enter the Raffle, you must agree to these Official Rules ("**Rules**"). The Rules consist of the terms and conditions on this page. The agreement to the rules is signified by the purchase of the Raffle Ticket. No minors are allowed knowingly to enter this Contest. Because these Rules form a legally binding agreement with respect to this Raffle, please read them carefully. If you do not agree to the Rules, you are not eligible to participate in the Raffle by the purchase of the Raffle Ticket or to win any of the prizes. You agree through the purchase of a Raffle Ticket(s) for this Raffle constitutes your agreement to these Rules.
- Eligibility.** The Contest is open to all people (18 years and older) including Saint Francis of Assisi Church members, Knights of Columbus members and Clergy. Purchase of Raffle Tickets opened on **August 14, 2011**. Sales of Raffle Tickets officially end **December 31, 2011**. Employees, interns, contractors, and official office-holders, as well as their immediate families, of Saint Francis of Assisi Church and the Knights of Columbus, its affiliates, and any representatives or agencies of Saint Francis of Assisi Church and the Knights of Columbus or other persons professionally connected with the Raffle are eligible to participate. This Contest is void where prohibited.
- Contest Period.** The Contest begins on **August 14, 2011 at 6:00:00 A.M. Eastern Time (ET)**. The Contest ends on **December 31, 2011 at 11:59:59 P.M. Eastern Time (ET)**.
- Conduct.** By entering the Raffle, you agree to comply with and be bound by the Rules, which will also be posted on the Saint Francis of Assisi Church Website. Failure to comply with these Rules may result in your disqualification from the Raffle. You further agree to comply with and be bound by the decisions of the judges, which are final and binding in all respects. Saint Francis of Assisi Knights of Columbus reserves the right in its sole discretion to disqualify any Raffle Ticket Entrant it finds to be: (1) tampering or attempting to tamper with the Raffle Ticket or the operation of the Raffle; (2) violating the Rules; or (3) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person in the Raffle. Any false information provided within the context of the Raffle by any Entrant concerning identity, postal address, non-compliance with the Rules may result in the immediate disqualification of an Entrant from the Raffle. Saint Francis of Assisi Church Knight of Columbus further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion, infringes upon any third party right, violates any law or otherwise does not comply with these Rules. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY PROPERTY OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SAINT FRANCIS OF ASSISI KNIGHTS OF COLUMBUS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
- Raffle Drawing Judges and Selection of Winners.** The winning Raffle Ticket will be drawn from a barrel that is designed to draw Raffle Tickets in the Saint Francis of Assisi Church hall on the 23rd of January 2012 during the Knights of Columbus annual Pasta Supper. The barrel will be viewed by the judge to ensure it is in good working order for the intended use to house all Raffle Tickets so that winning ticket can be drawn independently to simulate a random drawing as best as possible. Once the winning Raffle Ticket is drawn by person attending the raffle, the

judge will validate the winning ticket (based on the above rules) and winning person. A decision of the judge is final and binding. In the event there are not enough eligible entries (200 Raffle Tickets or more), no prize will be awarded and all purchases of Raffle Tickets will be refunded. If a winner is not able for whatever reason to accept his or her prize, then Saint Francis of Assisi Knights of Columbus reserves the right to award the prize to another Entrant by re-drawing another winning Raffle Ticket.

9. **Prizes.** The Raffle Winner will win a trip to Rome, Italy for 7 nights and 8 days or \$3,000.00 cash. The trip will include round trip transportation from the greater Fall River MA area, MA to Logan Airport for 2-people, Round-trip Airfare for 2-people from Boston to Rome (economy seating), 7-nights hotel room for 2-people in the hotel Hotel Delle Vittorie (or equivalent) is in the historical district based on the availability. The trip will be schedule within 1 year from the raffle drawing. The Knights of Columbus will work together with the winner to select dates of travel and accommodations. Travel dates that include airline black-out dates and holidays will not be accepted. The Knights of Columbus reserves the right to award the prize winner \$3,000.00 instead of the trip if an agreed upon reservations cannot be accommodated within the travel guidelines of the raffle prize winner. No food or beverages or other arrangements travel expenses or tips and gratuities not included are included as part of the raffle prize. Airline Tickets are non transferable and have a zero dollar value.
10. **General Conditions.** This Raffle is governed by the laws of the Commonwealth of Massachusetts, United States. All federal, state and local laws and regulations apply. By participating in this Raffle, you agree to be bound by the terms of these Rules and by Saint Francis of Assisi Knights of Columbus decisions, which are final and binding on all matters pertaining to this Raffle. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within five (5) business days of attempted first notification will forfeit his or her prize. Potential prize winners may be required to sign, notarize, and return an affidavit or declaration of eligibility, a liability/publicity release, an I.R.S. Form W-9, within three (3) business days and provide any additional information that may be required by Saint Francis of Assisi Knights of Columbus. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Saint Francis of Assisi Knights of Columbus is not responsible for any typographical or other error in the printing of the offer, administration of the Raffle or in the announcement of the prizes.
11. **No Recourse to Judicial or Other Procedures.** To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Raffle are hereby excluded, and you expressly waive any and all such rights.
12. **LIMITATIONS OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED SAINT FRANCIS OF ASSISI KNIGHTS OF COLUMBUS AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED SAINT FRANCIS OF ASSISI KNIGHTS OF COLUMBUS AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES FOR OR IN RESPECT OF WHICH SAINT FRANCIS OF ASSISI KNIGHTS OF COLUMBUS WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE RULES INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD SAINT FRANCIS OF ASSISI KNIGHTS OF COLUMBUS, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE RAFFLE AND/OR USE OR ACCEPTANCE OF ANY PRIZE WON.
13. **Severability.** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
14. **Winner List.** The name of the validated winner will be posted on the Saint Francis of Assisi Church Website within one (1) week of the end of the Raffle. The end of the Raffle is defined when the validated winner has been selected and raffle prize selection has been agreed upon.