

I. General Information

The Quad City Symphony Orchestra Association (QCSOA), a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is conducting this raffle pursuant to Iowa Code Chapter 99B, to raise funds for ongoing charitable purposes. The Rules and Regulations of the QCSOA raffle are set forth below. By purchasing a raffle ticket, the purchaser agrees to be bound by these rules and regulations. The QCSOA's interpretation and application of the rules and regulations shall be final.

The Grand Prize is a 2025 Subaru Outback Premium/SDD valued at \$34,710, with options for upgrades at the winner's expense. The grand prize is generously provided, in part, by McLaughlin Motors. A second prize of \$1,000 and a third prize of \$500 will also be drawn.

Up to a maximum of 625 raffle tickets will be sold. If 410 tickets are not sold by the drawing date, the QCSOA reserves the right to alter the grand prize to represent a 50/50 split of net receipts between the Grand Prize Winner and QCSOA.

The Grand Prize Drawing will be conducted on April 27, 2025 at the QCSO Side-by-Side concert. Ticket sales end at 11:59 p.m. CST on April 17, 2025 if they have not sold out before that time. An independent raffle auditor will supervise the drawing. Participants need not be present to win.

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.

By entering the raffle, entrants accept and agree (1) to be bound by all the rules, limitations, and restrictions set forth here; (2) that their names and/or likenesses may be disclosed to and used by the news media and may otherwise be used by the QCSOA for publicity purposes and in lists of prize winners to be published in newspapers and announced on QCSOA websites. Other rules and regulations may apply. Please contact the QCSOA if you have any questions. The QCSOA's interpretation and application of the rules and regulations shall be final.

By entering this raffle, each participant releases the QCSOA, its directors, officers, employees and agents from any liability for injuries, losses or damages of any kind caused by participating in the raffle, winning any prize, or resulting from acceptance, possession, use, or misuse of any prize. Winners agree to indemnify and hold the QCSOA 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 of any prize.

Winners will be required to sign a written agreement confirming the above-described release and waiver as a condition to receiving the prize.

II. Raffle Tickets

Raffle tickets are \$100 each. Only one method of payment, one name, one email address, and one mailing address are permitted per raffle ticket. Only one eligible person may be entered in the raffle per ticket transaction. If the name of more than one person is submitted with a ticket transaction, and the raffle ticket is selected as the winning raffle ticket, then the person named first will be deemed the holder of record of that ticket and declared the winner. Any division of prizes from a winning ticket shall be the sole responsibility of the person named as the holder of record of that raffle ticket.

The QCSOA reserves the right to reject any entry form that is submitted with payment that does not constitute "good funds." The QCSOA will make a reasonable effort to notify any individual whose ticket has been rejected because of insufficient funds via the contact information provided at the time of the purchase request.

A raffle participant's sole and exclusive remedy for a breach by the QCSOA shall be limited to the return of the purchase price paid for his or her raffle ticket(s). In no event shall the QCSOA, its directors, officers, employees, agents or representatives be liable to any party for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.

III. How to Purchase:

An individual can purchase as many tickets as he or she may wish, subject to availability.

Ticket(s) may be purchased one of three ways:

- (1) Online at www.qcso.org with debit card.
- (2) Via phone at 563-322-7276. Be prepared to provide name, address, and phone number along with debit card number, debit card security code, and expiration date.
- (3) In-person at the Quad City Symphony Orchestra offices, located at 327 Brady St, Davenport, IA 52801, between 9:00 a.m.- 4:30 p.m. Tuesday-Thursday.

All entries must include payment by cash, personal check, money order, bank check, cashier's check, electronic check, or debit card. Iowa law prohibits the use of credit cards for social and charitable gambling. No refunds will be made except for a ticket order received after 625 raffle tickets have been sold or for a ticket order received after April 17, 2025. The QCSOA assumes no responsibility for lost, late, misdirected or non-delivered mail, or any other failure to receive orders or deliver receipts prior to the drawing deadlines.

IV. Selection of Grand Prize Drawing Winner:

The winners of the 2025 QCSOA Volunteers for Symphony Car Raffle will be announced on April 27, 2025. The drawing is scheduled to be held at the QCSO Side-by-Side Concert but may be changed without notice at the discretion of the QCSOA. Need not be present to win. Winners will be posted on www.qcso.org.

Winners will be notified using the contact information provided with ticket purchase. If the Grand Prize winner cannot be located by 5:00 p.m. CST on April 28, 2025, he or she will be deemed to have forfeited their prize, the second prize winner will be awarded the Grand Prize, the third prize winner will be awarded the second prize, and a new third prize winner will be drawn in the same manner.

In order to collect the prize, a winner may be required to sign and deliver to the QCSOA: (a) a sworn affidavit of eligibility in accordance with these Rules and applicable law, including, without limitation, that he or she is at least 18 years old; (b) such written information as is required by any applicable tax laws, including Social Security Number; and (c) proof of identity in forms satisfactory to the QCSOA showing that the person claiming the prize is the same person who is named on the winning raffle ticket. Winners may be required to submit tax forms necessary for tax withholding purposes.

The prize winners are solely responsible for all local, state, and federal taxes. The Grand Prize winner is also solely responsible for any financing costs, if applicable, as well as insurance (proof of which must be shown prior to delivery) and any non-standard features chosen by the winner and negotiated with the dealership. McLaughlin Motors agrees to cover state or local license, title, registration, and fees. The QCSOA takes no responsibility for prize winners' tax liabilities. Consult your tax advisor with questions. This offer is void where prohibited by law, and all federal, state, and local laws and regulations apply.

V. Winning Odds:

If 625 tickets are sold, the odds of winning a prize are 1 in 208, with the odds of winning the grand prize 1 in 625. If fewer than 625 tickets are sold, odds of winning improve.

VI. Eligibility:

The raffle is open to any individual who is 18 years of age or older on ticket purchase date. All federal, state, and local laws and regulations apply. The raffle is void where prohibited or restricted by law. An affidavit of eligibility may be required of prize winners.

VIII. Prizes:

- **Grand Prize:** 2025 Subaru Outback Premium/SDD or \$20,000 cash. The vehicle features automatic transmission, hands-free power rear gate, keyless access with push-button start and PIN-code access, blind-spot detection with rear cross-traffic alert. For additional features, please visit www.qcso.org.
- **Second Prize:** \$1,000
- **Third Prize:** \$500

IX. Terms and Conditions:

The QCSOA makes no guarantee that the Internal Revenue Service (IRS) will accept that value of prizes for the purpose of determining any income tax that may be due from winners.

The vehicle will be transferred to the winner "as is, where is and with all faults." The QCSOA does not provide any guarantee or warranty, expressed or implied, in connection with the

manufacturer and accepts no liability or responsibility regarding the construction or condition of the vehicle. No express warranties are given and no affirmation of the QC SOA by words and/or actions will constitute a warranty.

Any controversy or claim arising out of or relating to the contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (pursuant to its expedited procedures) under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

By purchasing a raffle ticket and choosing to participate in the raffle, each raffle participant acknowledges and agrees that the QC SOA has the right to elect not to proceed with the raffle. In such event, the full ticket price paid will be refunded to each participant, without interest.

X. Registration with the State of Iowa:

The Quad City Symphony Orchestra Association has registered with the Iowa Department of Inspection and Appeals and is authorized to conduct raffles in Iowa pursuant to the provisions of Code chapter 99B for the raffle period which begins November 17, 2024 and ends April 17, 2025. Registration does not imply endorsement.