

**Andrus on Hudson
Queen of Hearts Fundraiser
House Rules**

1. Overview:

1.1. The Andrus on Hudson Queen of Hearts raffle is a weekly progressive raffle. 60% of the proceeds (minus prior prizes) of the raffle shall be paid to the grand prize winner, and 40% of the proceeds will go to and benefit Resident Service and Program Initiatives at Andrus on Hudson.

2. Location, Dates and Time of Raffle Drawings

2.1. Drawings will be held every Thursday 4:00 p.m. EST on Facebook live, holidays excluded. The first AOH QOH drawing will be on Thursday, September XX, 2022. Dates and times will be posted in the lobby and on AohQOH.com.

3. 54 Playing Cards

3.1. A deck of 54 playing cards, including two jokers, are placed randomly face down on a mounting board. The back of each card is numbered one (1) through fifty-four (54) and are sealed to the board. AOH purchased the sealed board from a third-party gaming company and does not know the location of the Queen of Hearts.

4. Raffle Tickets

4.1. To play, you must purchase tickets for the upcoming subsequent drawing. Each ticket must include a full name and telephone number (including area code), and must also indicate the number of the playing card (#1 - 54) on the board you would like uncovered and revealed if your ticket is drawn. If the information of the ticket is incomplete or illegible, it will be invalid and a new ticket will be drawn, so please write legibly! Only one person may be the holder of a ticket.

4.2. At the time of purchase, each purchaser will select a card number from the available cards on the game board.

4.3. Each card number corresponds to a single hidden playing card from a standard 52 card deck plus two jokers. The initial number of cards available for selection is 54, and the number of cards available for selection will decline each week if the card selected by the weekly drawing winner reveals a playing card other than the Queen of Hearts.

- 4.4. Purchased tickets are good for one week only and do not carry over. A new ticket must be purchased to be eligible for the current week's draw and a chance to win the jackpot.
- 4.5. For online sales: Tickets may be paid for with a credit card at AohQOH.com. Tickets cost are as follows: 1 for \$5, 5 for \$20, 12 for \$50, 25 for \$100. Weekly online ticket sales will begin after the weekly drawing and close at 3:00 p.m. the day of the drawing. AOH will endeavor to correctly print all information on tickets using the information provided and will then place all tickets into the drawing bin; however, ticket purchaser agrees that AOH and its trustees, employees and agents will not be liable to the purchaser for any errors or for any other reason, and releases AOH from any claims arising from any of the above except for willful or gross negligence.
- 4.6. For all ticket purchases other than online sales: Tickets cost are as follows: 1 for \$5, 5 for \$20, 12 for \$50, 25 for \$100. There is no limit on the number of tickets that may be purchased. Tickets for the following week may be purchased immediately after the drawing and up to 60 minutes before the next drawing. All ticket sales will end 60 minutes (3PM) prior to the weekly drawing.
- 4.7. The mounting board shall remain locked and in a secure place at all times showing which card numbers have previously been selected at prior drawings and are thus no longer available, as well as those card numbers which are still available, shall be on display where raffle tickets are sold and on the AohQOH.com.
5. Raffle Drawing:
 - 5.1. At each raffle drawing, a ticket will be drawn, and the playing card corresponding to the card number indicated on the ticket drawn will be uncovered and made visible on the board. Only one (1) ticket will be drawn each week. Except for the 1st and 26th week when 3 tickets will be drawn.
 - 5.2. Furthermore, if the playing card number indicated on the ticket drawn uncovers the Queen of Hearts, that ticket holder is the Grand Prize Winner and will be paid the accumulated grand prize jackpot up to the maximum payout amount (\$300,000). The accumulative weekly jackpot is comprised of 60% of all ticket sales (minus prior payouts) and the remaining 40% will go to Resident Services and Programs at Andrus on Hudson.
 - 5.3. If, on the other hand, the playing card number indicated on the ticket drawn uncovers a card other than the Queen of Hearts, the jackpot will rollover to the next week. All tickets for that week's drawing will be destroyed. The total prize pool will continue to accumulate weekly until a ticket is drawn which indicates the playing card number corresponding to the Queen of Hearts. The prize for any card other than the Queen of Hearts will be paid according to the payout schedule. If the playing card indicated on the ticket is not available, the next highest card number will be chosen.

5.4. The jackpot amount, based on ticket sales, will be posted in the lobby, on the website, and on social media.

6. Tax & Reporting

6.1. The winner is responsible for any and all taxes and fees. The winner must confirm their identity and SSN number by completing and signing such documents as may be required under state and/or federal law. Winnings will not be distributed until all documents required by law or regulation have been completed and signed (W2-G). This may take up to two weeks or more. If a player is unwilling or unable to complete, sign or provide any of the required documents within forty-five (45) days of the drawing, 100% of their prize money will revert to AOH.

6.2. 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 withholding taken. If the winner wishes to donate the prize once they have taken ownership of the prize, they may do so.

7. General Terms and Conditions

7.1. If you do not agree with the rules of this game, there is no obligation to play. By entering this raffle, all contestants agree to be bound by these rules. Andrus on Hudson shall be solely responsible for interpreting and applying these rules, and its interpretation and application shall be final and binding.

7.2. Must be 18 years or older to play.

7.3. Members from the AOH QOH committee are ineligible to play.

7.4. This raffle is void where prohibited by law. This game is intended to conform to all City, State and other requirements.

7.5. AOH reserves the right to amend these rules as needed prior to any week's drawing. AOH also retains the right to change the date and/or time of the drawing as needed.

7.6. AOH reserves right to cancel this raffle at any time for any reason by posting reasonable notice.

8. Disclaimer, Release and Limitation of Remedy

- 8.1. ANDRUS ON HUDSON, ITS OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, VOLUNTEERS, AND ANY PERSON OR ENTITY WORKING WITH ANY OF THEM IN CONNECTION WITH THE RAFFLE, ASSUME NO RESPONSIBILITY AND SHALL NOT BE RESPONSIBLE FOR ANY LOST, LATE, MISDIRECTED, MUTILATED, INCOMPLETE, ILLEGIBLE ENTRIES OR FAILURE TO RECEIVE ENTRIES.
- 8.2. BY ENTERING THIS RAFFLE: EACH ENTRANT AGREES THAT FOR THEMSELVES, AND THEIR, ADMINISTRATORS, EXECUTORS, PERSONAL REPRESENTATIVES AND ASSIGNS, RELEASE AND HOLD HARMLESS ANDRUS ON HUDSON, ITS OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, MEMBERS, REPRESENTATIVES, AGENTS AND ANY AND ALL PERSONS AND ENTITIES WORKING IN CONJUNCTION WITH ANDRUS ON HUDSON IN CONNECTION WITH THE RAFFLE ("RELEASED ENTITIES"), FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION (EXCEPT CLAIMS FOR GROSS NEGLIGENCE AND INTENTIONAL TORTS), 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 ENTRANT'S PARTICIPATION IN THE RAFFLE. EACH ENTRANT ALSO AGREES THAT THE RELEASED ENTITIES ARE NOT RESPONSIBLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE RAFFLE. EACH ENTRANT FURTHER AGREES THAT (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE RAFFLE SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (II) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE RAFFLE, BUT IN NO EVENT ATTORNEY'S FEES; (III) UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN ANY AWARD FOR, AND HEREBY WAIVE ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN DAMAGES FOR ACTUAL OUT-OF-POCKET EXPENSES. EACH ENTRANT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF OR RELATED IN ANY WAY TO ENTRANT'S PARTICIPATION IN THIS RAFFLE SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR HIS OR HER TICKETS IN CONNECTION WITH THE WEEKLY DRAWING AT ISSUE.