Cleveland Clinic United Way Car Raffle
Official Rules

The Cleveland Clinic Foundation ("Cleveland Clinic"), a tax-exempt 501(c)(3) organization is sponsoring a fundraising raffle (the “Raffle”) in accordance with the laws of the State of Ohio. The Raffle shall be known as Cleveland Clinic United Way Raffle ("the Raffle"). All proceeds of the Raffle will go to United Way of Greater Cleveland and will be used in furtherance of charitable purposes. The rules and regulations of the Raffle are set forth below. By purchasing a raffle ticket ("Ticket"), the purchaser agrees to be bound by these rules and regulations. The interpretation and application of the rules and regulations by Cleveland Clinic and its legal counsel shall be final.

Eligibility:
The Raffle is open to all legal residents of the United States, who are 18 years of age or older as of the date of entry. All federal, state and local laws and regulations apply. Void where prohibited by law. Cleveland Clinic United Way Co-Chairs along with members of the Cleveland Clinic United Way Car Raffle Committee are not eligible to receive the Prize.

To Enter:
Cleveland Clinic will sell Tickets at a cost of twenty dollars ($20.00) per Ticket or fifty dollars ($50.00) for 3 Tickets. The odds of winning the Prize, as hereinafter defined, will depend on the final number of Tickets sold. Ticket sales will begin at midnight (12:00 A.M.) January 12, 2015 and end at 6:00 P.M. on February 9, 2015. Tickets may be purchased online at www.clevelandclinic.org/uwcar; in the Cleveland Clinic Wellness Store located at 9500 Euclid Avenue, Cleveland, Ohio, 44195 during normal operating hours of 8:00 A.M and 7:00 P.M.; or by the location of the Prize, as hereinafter defined, between the hours of 11:30 A.M. and 1:00 P.M. Monday through Friday. The Prize will be on display at the Cleveland Clinic in the Glickman Tower (Q Building) between January 12 - 23, 2015 and in the Sydell & Arnold Miller Family Pavilion (J Building) between January 24 – February 9, 2015. The participant must follow all instructions on the entry form to complete the ticket entries and be qualified for the Raffle.

Per IRS rules, amounts paid for raffle tickets are not gifts to the charitable organization and do not qualify as deductible charitable contributions.

Prize:
The “Prize” is a 2015 Chevy Malibu 2LTZ, approximately valued at $35,595 (MSRP). Cleveland Clinic reserves the right, at its sole option, to substitute a Prize of comparable value.

- The Winner, as hereinafter defined, assumes and must pay all taxes, fees and charges, including, but not limited to, federal income taxes in a sum equal to twenty-five percent (25%) of the MSRP of the Prize when the Prize is transferred to the Winner. Cleveland Clinic assumes no responsibility for the Winner's tax and/or legal obligations, including the payment of income taxes, and suggests the Winner consult his/her tax and/or legal advisor.
- The Winner must provide Cleveland Clinic with all necessary information required for tax purposes prior to delivery of the Prize. Failure to do so within ten (10) days of such request shall result in an automatic forfeiture of the Winner’s Prize.
- In addition, all costs incurred subsequent to transfer, such as gasoline, oil and maintenance not specifically covered under the vehicle warranty, etc. are the Winner's sole responsibility.
- The Prize is awarded “AS IS” with no warranty or guarantee, either express or implied by Cleveland Clinic or Ganley Chevrolet, Inc. (“Ganley Chevrolet”) except as specifically provided by the vehicle manufacturer.
- The Winner must claim the Prize within thirty (30) days of notification otherwise such Prize will be forfeited. In the event that a Winner does not claim the Prize or is determined to be ineligible to receive the Prize, no other Prize will be awarded or substituted.
• If the Winner is eligible to receive the Prize and elects to receive the Prize, the Winner agrees to take delivery and title of the Prize at Ganley Chevrolet, Inc., 13865 Brookpark Road, Brookpark, Ohio 44142, within thirty (30) days of being notified he or she is the Winner, or assumes responsibility for costs associated with transporting the Prize to the Winner’s location of choice. The Prize is not transferable.

**Random Drawing:**
The Prize drawing will take place on Thursday, February 12, 2015 at the Cleveland Clinic. One Ticket will be selected at random for the Prize in accordance with Ohio laws by Cleveland Clinic. The first Ticket selected that meets the requirements as set forth in these Official Rules will win the Prize. The Prize will be awarded to the individual whose name appears on the Ticket (the “Winner”). Purchasers of the Ticket will not be deemed to be the Winner unless his/her name appears on the Ticket. The Winner will be announced on the Cleveland Clinic website on February 13, 2015. The Winner will be notified by the telephone and/or email addresses listed on the Winner’s entry form.

Only one eligible person may be entered in the Raffle per Ticket sold. If the name of more than one person is submitted with a Ticket purchase or the Ticket contains incomplete information, or the Ticket is otherwise deemed noncompliant with the Official Rules then that Ticket will be deemed to be void and another Ticket will be drawn. Cleveland Clinic reserves the right to reject any Ticket purchase that is submitted with payment that does not constitute “good funds” or that is otherwise noncompliant with the Official Rules.

By entering the Raffle, the Winner agrees that his/her name and/or likeness may be disclosed to and used by the news media, Ganley Chevrolet and/or Cleveland Clinic for promotional purposes without additional compensation. In addition, each participant releases the corporate entities of Cleveland Clinic, Ganley Chevrolet and their respective parent or affiliated companies, directors, officers, employees, volunteers and agents from any and all liability for injuries, losses or damages of any kind caused by participating in the Raffle or winning the Prize, or resulting from acceptance, possession, use or misuse of the Prize. The Winner of the Prize and/or their family, heirs, associates or other interested parties agree to indemnify and hold harmless the corporate entities of Cleveland Clinic, Ganley Chevrolet and their respective parent or affiliated companies, directors, officers, employees, volunteers and agents from any and all losses, damages, rights, claims and actions of any kind arising in connection with or as a result of the Winner’s acceptance or use of the Prize.

A Raffle participant’s sole and exclusive remedy for Cleveland Clinic’s breach shall be limited to the return of the purchase price paid for his/ her Ticket(s). In no event shall the corporate entities of Cleveland Clinic, Ganley Chevrolet and their respective directors, officers, employees, volunteers and agents be liable to any party for any loss or injuries to earnings, profits or goodwill, 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 by counsel.

By purchasing a Ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that Cleveland Clinic 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 Raffle ticket purchased, without interest.

The name and logo of Cleveland Clinic and Ganley Chevrolet are registered trademarks, and no other person or entity is authorized to copy or otherwise use them without the express written consent of Cleveland Clinic and Ganley Chevrolet.

A complete list of contest rules and regulations is available online. A complete list of contest rules and regulations is also available by sending a self-addressed stamped envelope to:

Cleveland Clinic
Attn: ____________________________
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