

Terms and Conditions

Thank you for supporting the Home of Hope drawing conducted by The Waterford Foundation (“TWF”) under permit #R-6144.



The following terms and conditions apply:

- 1] A ticket represents a chance to win the opportunity to receive the designated prize, including the chance to accept an offer of the Home of Hope house on these terms and conditions and, upon winning, those additional terms in the “Home of Hope Transfer Agreement,” which are hereby incorporated herein by reference. If you hold a ticket or a receipt, your ticket has been entered in the raffle, subject to these terms and conditions. The winning ticket shall be selected by a drawing at random and all participants have an equal opportunity to win. Tickets, receipts and the winner’s rights are not transferable. The winner need not be present at the drawing.
- 2] A minimum of 5,000 tickets must be sold for the drawing to occur. If a minimum of 5,000 tickets are not sold, TWF retains the right to extend the drawing date.
- 3] Winner agrees to accept the Home of Hope house and any other prize awarded in its “AS IS, WHERE IS” condition, subject to all latent and patent conditions, with absolutely no express or implied warranties of any kind by TWF.
- 4] The winner will be notified in writing by certified, return receipt U.S. Mail to the address provided by the winner. The winner will have seven (7) days from the date of his/her receipt of the written notice to accept the prize “as is” and timely, and, if applicable, pursuant to the terms stated in the Home of Hope Transfer Agreement, with no substitution or alternative prizes available to the original winner. In the event of forfeiture, TWF may retain ownership of the Home of Hope house and reserves the right to determine its next course of action, including, without limitation, the right to designate an alternative winner.
- 5] Prizes awarded in connection with the Home of Hope drawing will not be awarded, and will be deemed forfeited, if the winner’s ticket was issued in exchange for a check returned for “insufficient funds” or for a credit card deemed “declined,” “invalid,” or “stolen.”
- 6] The Home of Hope house or any other prize awarded may not be substituted or exchanged.
- 7] The IRS has adopted the position that the \$100 ticket price to participate in the drawing is not deductible as a charitable donation for federal income tax purposes.
- 8] All sales of tickets for the drawing are final and there shall be no refunds.
- 9] The winner of the Home of Hope house shall have no rights in the house until it is fully and unconditionally accepted by the winner as evidenced by the timely execution of the Home of Hope Transfer Agreement and title is transferred to the winner. The Home of Hope house remains the sole property of TWF until unconditionally accepted “as is, where is” by the winner.
- 10] Acceptance of prizes awarded is permission for TWF and Granville Homes to use the name, picture, video image, and relevant quotes of the winner(s).

- 11] The winner is subject to any and all federal and state income taxes and other taxes payable due to acceptance of prizes awarded in connection with the Home of Hope and the law, regulations, procedures, rules and directives applicable to raffles. The winner is responsible for all escrow fees and costs as provided in the Home of Hope Transfer Agreement. The house shall not be transferred until all legal requirements have been met. The winner agrees that the written determination of a licensed appraiser obtained by TWF will be used to determine the value of the house for income tax and all other purposes. The IRS requires that taxes on prizes greater than \$5,000 must be paid upon acceptance and before TWF may convey the house to the winner. Winners are encouraged to consult a tax professional.
- 12] If there is more than one name on an entry, the prize will be awarded to the first name listed on the entry as the winner, so long as that person is 18 years or older and a U.S. resident. It is the sole responsibility of the winner in a multiple party entry to allocate any prize among the participants in the multiple party entry.
- 13] The winner accepting the Home of Hope house will be subject to all applicable laws and regulations including covenants and/or restrictions of the developer or subdivision and all matters of public record as of the date of the transfer.
- 14] Purchase of this ticket constitutes agreement by the purchaser that he/she/it agrees with all terms and conditions set forth and incorporated herein.
- 15] TWF maintains no direct control of the personnel, equipment or operations of the builder of the Home of Hope house and assumes no responsibility for any financial loss, personal injury, property damage, other loss, accident, delay, inconvenience or irregularity which the winner may experience by reason of (1) performance or nonperformance by the builder or any of its subcontractors or suppliers, (2) wrongful, careless, negligent, or unauthorized acts or omissions on the part of the builder, any subcontractor, supplier or their employees, or on the part of any other party not under control of TWF; or (3) construction defects, any acts of God, acts or omissions of third parties, damage or loss associated with terrorist activities, social or labor unrest, mechanical or construction failures, disease, local laws, climactic conditions, or other conditions or developments. TWF shall in no event be liable for special or consequential damages arising from the use or ownership of the Home of Hope house or other prizes awarded and participants hereby expressly release TWF from any such claims.
- 16] Must be a U.S. resident and 18 years of age or older to participate.
- 17] Void where prohibited by law.
- 18] This is not a solicitation. For information purposes only.
- 19] This is your receipt. Waterford Foundation is a 501(c)(3) organization #77-0437521.

