

OFFICIAL RULES (the “Rules”) for the “Food For Thought” Raffle (the “Raffle”). 100% of Net proceeds of this Raffle will benefit The Salem Education Foundation (SEF) a not for profit organization dedicated to helping teachers bring innovative and creative programming to Salem public schools that enrich and support core curriculum learning both inside and outside the classroom.

Drawing Date: Tuesday, October 31, 2023 - Approx. 4:00pm – Location Salem Common, Salem MA

Ticket Price: \$5.00 per ticket, five (5) tickets for \$20.00

If a minimum of 1000 tickets are not sold, the SEF reserves the right to restrict travel to departure from Boston, MA to any destination (USA and Caribbean). Dinner and Hotel restrictions will apply as outlined below.

The odds of winning depend on the total number of tickets sold.

1. The Prize:

- a. Round trip economy-class airplane tickets for two (2) persons originating from a major hub airport of winner’s choice within the continental United States (the “Origination City”) to a major hub airport of the domestic or international city of winner’s choice (the “Destination City”).
- b. Hotel accommodations for two (2) persons for two (2) nights at a hotel mutually agreed upon by SEF and winner in winner’s Destination City
- c. \$250.00 for dinner at the restaurant of winner’s choice in the Destination City.
- d. Other travel, meals, additional nights and all other expenses not specifically stated are the sole responsibility of winner.

2. The Prize is subject to the following restrictions:

- a. Air travel must commence from a major hub airport and will be awarded if ticketed through SEF’s official travel agent. Blackout dates, or other restrictions, may apply; No cash equivalent if any airplane allowance goes unused. Airplane allowance shall not exceed \$4,000.
- b. Winner may request travel departure and return dates and SEF and its official travel agent shall use reasonable efforts to accommodate winner’s request;
- c. Hotel allowance shall not exceed \$375/night for each of two nights (the total up to \$750 including taxes shall be pre-paid by the SEF’s official travel agent (the “Maximum Amount”). The winner may be required to provide a credit card to the hotel for incidentals and any charges in excess of the Maximum Amount). No cash equivalent if any hotel allowance goes unused.
- d. Winner may request a specific hotel and SEF and its official travel agent shall use reasonable efforts to accommodate winner’s request.
- e. Winner is responsible for transport to and from airports in the Origination City and the Destination City and all incidentals associated with travel and hotel accommodations;
- f. Travel and accommodations must be booked a minimum of eight (8) weeks in advance of travel;
- g. Once airline and/or hotel reservations are ticketed and paid for winner is solely responsible for charges associated with any changes, for any reason, to the itinerary confirmed by SEF’s official travel agent. Travel, accommodations and dinner must be used together and are valid until October 31, 2024; and,
- h. Winner and his/her traveling companion must possess all required travel documents prior to departure.
- i. Total value of dinner, hotel and travel arrangements shall not exceed five thousand USD (\$5,000).

3. Raffle tickets can be purchased at all ticket locations including from any individual designated by SEF. Raffle ticket sales at businesses will run from 9am September 20, 2023 until 5pm October 30, 2023. In addition, on October 31, 2023 tickets can be purchased [only] from 10am-3:30pm at SEF ticket booth on the Salem Common. Winner will be determined by a random drawing on October 31st, 2023 at approximately 4:00pm on the stage, Salem, MA. Entrant does not need to be present to win. SEF will notify the winner, who will be announced as the winner contingent upon verification of winner's eligibility and compliance with the Rules of the Raffle.
4. Check or money orders should be made payable to The Salem Education Foundation. If an entrant's check is dishonored by the bank, the entry will be declared invalid unless full payment is made prior to the drawing.
5. Any taxes on the Prize are the sole responsibility of the winner. Purchasers of Raffle tickets acknowledge that the IRS, and applicable state taxing authorities, treats prize winnings as ordinary income for tax purposes and that the winner is responsible for payment of any and all taxes related to his or her winnings.
6. The Internal Revenue Service takes the position that no portion of the Raffle ticket price will qualify as a charitable contribution for income tax purposes.
7. Purchasers of Raffle tickets must be 18 years of age or older. Nevertheless, SEF will permit the winner to designate a minor as winner. Except for gifting to a minor, the winner may not give, sell, or otherwise transfer the Prize to anyone else without the express written consent of the SEF.
8. In order to maximize the proceeds from the Raffle, SEF board members, volunteers, friends, family, spouses and siblings are eligible to participate in the Raffle and win the Prize, notwithstanding any participation in the operation of this Raffle.
9. The approximate value of the tangible prizes (e.g., as applicable, hotel, travel tickets, dinner, taxes, etc.) is \$5,000. Except as otherwise stated herein, the Prize may not be assigned or transferred.
10. Winner is required to sign and return an affidavit of eligibility, liability release and a publicity release. Failure to sign and return any documents in a timely fashion, or if prize is returned as non-deliverable, may result in prize forfeiture and selection of another winner.
11. By participating in the Raffle and accepting the Prize, winner, and/or its assignees if the Prize is assigned pursuant to the conditions identified herein, release SEF, its parent, affiliates, subsidiaries, advertising and promotional agencies, and their respective directors, officers, agents, employees and representatives from any and all liability and agrees to hold them harmless from any liability for any damages, injury or loss, including death, due in whole or in part, directly or indirectly, to acceptance, possession, use or misuse of the Prize, or participation in a Prize-related activity.
12. By accepting the Prize, winner agrees to the use of his/her name, address, photograph, video, voice, signature and any likeness for advertising or publicity purposes and to the use of statements made by or attributed to the winner, provided same are true, relating to SEF, SEF's services or this Raffle and any and all rights to said use without further compensation, except where prohibited by law.
13. Substitutions or modifications of the prize shall not be permitted. The decision of SEF shall be final on all matters concerning the Raffle.
14. This Raffle is being held pursuant to a raffle permit issued by the town of Salem, MA, in accordance with the laws of the Commonwealth of Massachusetts. A copy of the raffle license may be obtained from Salem City Hall or by calling the Salem Education Foundation.
15. Void where prohibited by law.