

ILLINOIS SOLAR ENERGY ASSOCIATION  
2019 TESLA RAFFLE  
OFFICIAL RULES

**VOID WHERE PROHIBITED BY LAW.**

- 1. Sponsor.** This raffle ("Raffle") is sponsored by Illinois Solar Energy Association ("ISEA", or the "Sponsor"), 1281 E. Brummel Ave, Elk Grove Village, IL 60007.
- 2. Raffle Period.** The Raffle will begin at 8:00 AM CT on **April 1, 2019** and will end at the earlier of 11:59 PM CT on November 29, 2019, or the time and date when the 2,500<sup>th</sup> raffle ticket ("Raffle Ticket") is sold (the period between such dates herein the "Raffle Period"). The raffle drawing will be held on December 5th, 2019.
- 3. Eligibility Criteria.** Purchasers of Raffle Tickets and any person named on a Raffle Ticket, if not the purchaser, must be at least 18 years of age at the time of purchase of a Raffle Ticket. Raffle Tickets may not be purchased in the name of a business, trust, corporation, or other entity, or wherever prohibited by applicable law. Raffle Tickets may not be purchased from outside the 48 continental United States or wherever prohibited by applicable law. Raffle tickets may not be purchased in the name of members of the Board of Directors, officers, employees, raffle sponsors, or agents of ISEA, or Immediate Family Members of the aforementioned parties. "Immediate Family Members" are defined here as spouse, domestic partner, child, stepchild, parent, stepparent, brother, sister, half-brother, half-sister, or stepsibling, whether or not living in the same household.
- 4. Raffle Tickets.** (a) A maximum of 2,500 Raffle Tickets for the Raffle will be sold at the price of \$100 per Raffle Ticket, or at the discounted rate of four Raffle Tickets for \$300. In the event a sales transaction is initiated after the 2,500<sup>th</sup> ticket is sold or after the Raffle Period has expired, that transaction will be null and void and any funds received for that transaction will be refunded.  
  
(b) A minimum of 2,000 Raffle Tickets must be sold in order for the Grand Prize described below to be awarded. If less than 2,000 Raffle Tickets are sold, the Raffle will be converted to a cash prize on a 50/50 basis, with the winner receiving 50% of the net proceeds derived from the sale of Raffle Tickets, and the Sponsor retaining 50% of the net proceeds derived from the sale of the Raffle Tickets.  
  
(c) The odds of winning the Raffle is dependent upon the number of Raffle Tickets sold. If all 2,500 Raffle Tickets are sold, the odds of winning are 1 in 2,500.
- 5. Prizes.** Only one of the following prizes ("Prize") will be awarded. (a) The Grand Prize is a 2019 Tesla Model X ("Car"), subject to the non-sellout provision set forth herein. As of March 15, 2019, the Tesla Model X is valued at its estimated retail price of \$82,000. The Internal Revenue Service and any applicable state Department of Revenue will accept this value for the Car, or the actual amount of cash received, for the

purpose of determining any income tax liability owed by the Grand Prize winner. Depictions of the Car shown in informational materials on the Sponsor 2019 Tesla Raffle website and elsewhere, including [www.Teslamotors.com](http://www.Teslamotors.com), are representative only and not the actual car. All taxes, fees, assessments, title and registration fees, destination charges, delivery, insurance and like charges associated with the receipt or use of the Grand Prize are the sole responsibility of the Grand Prize winner. ISEA assumes no responsibility for a prize winner's taxes or other obligations, and suggests the winner consult her/his tax advisor.

The Car, if awarded, will be transferred to the Grand Prize winner in "AS IS, WHERE IS" condition by ISEA. ISEA does not provide any guarantee or warranty, expressed or implied, in connection with the car. ISEA accepts no liability or responsibility regarding the manufacturing or condition of the car and no warranties, express or implied, are made or offered by ISEA. The Grand Prize winner assumes and must pay all fees and charges, including, but not limited to license, title and registration fees, local, state and federal taxes, and destination and delivery charges when the Car is transferred to the winner. In addition, all costs of Car ownership, such as (without limitation) insurance, are the Grand Prize winner's sole responsibility.

**(b)** The Grand Prize winner will have the option of choosing either the Car or a cash prize of \$75,000.00, subject to the non-sellout provision set forth herein. All taxes, whether state, local, federal, sales, use, income, or any other taxes, fees or assessments of any kind whatsoever, associated with the receipt and use of the Cash option, are the sole responsibility of the Grand Prize winner. ISEA assumes no responsibility for a prize winner's taxes or other obligations, and suggests the winner consult his/her tax advisor.

**(c)** The non-sellout Prize will be awarded in the event the minimum of 2,000 Raffle Tickets are not sold during the Raffle Period. In such event, the Grand Prize will be cash only, administered as a "50/50 raffle," calculated as follows: half of the Raffle net proceeds as determined by ISEA will be awarded to the Grand Prize Winner, and the remaining half will be retained by ISEA.

**6. Odds of Winning.** The odds of winning the Grand Prize depends on the total number of tickets sold. Each ticket sold will be entered separately in the drawing. Each ticket has a separate and equal chance to win the Grand Prize. Assuming all 2,500 tickets are sold and eligible participants validly purchase all tickets, the odds of winning the Grand Prize are 1 in 2,500.

**7. How to Purchase Raffle Tickets.** Raffle Tickets are priced at one (1) for \$100 OR four (4) for \$300. Raffle Tickets may be purchased solely from the ISEA store at [store.illnoissolar.org](http://store.illnoissolar.org). A participant may purchase as many available Raffle Tickets as she/he wishes, so long as the Raffle Tickets have not sold out. A Raffle Ticket can be purchased in one name only. Any prize and related tax liability will belong to the person named on the winning Raffle Ticket. Any Raffle Ticket, order, or request form that is

deemed in ISEA's discretion to be defective or illegible is void and will not be honored.

To purchase Raffle Tickets, visit [store.illinoissolar.org](http://store.illinoissolar.org)., and complete the purchase form. Ticket purchase forms must include participant contact information and valid payment information in order to be eligible. All sales transactions are final. No payments will be refunded. If a transaction is denied for any reason, the ticket purchase is null and void. In such circumstances, ISEA will attempt via email to notify the party of the problem. In the event of a failed purchase attempt, the next ticket order in line will be processed.

Each valid Raffle Ticket purchase will be assigned a unique ticket number. Once a valid Raffle Ticket order has been placed and funds have cleared, a receipt will be emailed to the purchaser, confirming the sale and providing the Raffle Ticket number(s). Valid Raffle Tickets will be placed in a secured raffle barrel to await the drawing on the aforementioned date.

The sale of a Raffle Ticket will be deemed to occur only when a completed order form is received by Sponsor via its website and when Sponsor has received good funds in its account with respect to the transaction listed on the order form, all of which occurs within the State of Illinois.

**8. Refunds.** All Raffle Ticket sales are final. No refunds will be made, except as indicated below. ISEA assumes no responsibility for lost, stolen, late, misdirected or non-delivered Raffle Tickets, mail, email, phone, fax, internet or other transactions or other messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. A raffle participant's sole and exclusive remedy for ISEA's breach shall be limited to the return of the purchase price paid for his or her Raffle Ticket(s). In no event shall ISEA or its respective directors, officers, employees, members, sponsors, committee members, agents, contractors, advisors, 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.

To be eligible for the Grand Prize drawing, ticket requests with verified payment must be received by the earlier of 11:59PM CST on November 29, 2019 or the sale of 2,500 tickets. Prizewinners may be required to sign an affidavit of eligibility, and may be required to provide Sponsor with any information required by Sponsor in its sole discretion for tax reporting purposes.

**9. Ticket and Payment Verification.** ISEA reserves the right to reject any ticket order that is submitted with payment that does not constitute "good funds". Any defective or physically altered request forms are subject to disqualification at the discretion of ISEA. Prior to the Grand Prize drawing, ISEA will make a reasonable effort to notify any individual who submits such a form, or one that has been rejected as a result of insufficient funds or other errors associated with the respective credit card or check at issue. All requests and payment for Raffle Tickets for the drawing must be received and/or purchased by the expiration of the Raffle Period.

**10. Responsibilities of Participants**. By participating in this Raffle, all purchasers of Raffle Tickets and anyone named on a Raffle Ticket accept and agree to be bound by all the rules, limitations and restrictions set forth herein. ISEA's interpretation and application of the rules and regulations shall be final.

By participating in this Raffle, each participant releases ISEA and each of its respective directors, officers, employees, sponsors and agents from any and all liability for injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use or misuse of any prize, and each winner agrees to indemnify and hold ISEA and each of their respective directors, officers, employees, raffle sponsors, and agents harmless from any and all losses, damages, costs, expenses, rights, claims and actions of any kind arising in connection with or as a result of the winner's acceptance or use of any prize, including (without limitation) failure to report, file and pay taxes due as a result of receipt of a Prize.

This offer is void where prohibited by law, and all federal, state and local laws and regulations apply

**11. Drawing**. The drawing for the 2019 ISEA Tesla Raffle will be held on Thursday December 5<sup>th</sup> 2019 at the site of the annual membership meeting which will be listed on the ISEA website. ([www.illinoisolar.org](http://www.illinoisolar.org)) This date may be extended at ISEA's absolute discretion. The drawing is open to the public; however, participants need not be present to win. Winning tickets will be drawn at random from a drum or similar device containing all eligible Raffle Tickets. Winning tickets will be identified by number, not by name. Two (2) successive alternates (first and second alternate) will be drawn in case the Grand Prize winner does not claim the prize by January 7<sup>th</sup>, 2020, or is deemed otherwise ineligible. The alternates' names will not be announced unless the original Grand Prize winner does not claim her/his prize and an alternate winner is needed.

**12. Notification of Winner**. ISEA will make reasonable efforts to contact the Grand Prize winner or alternate using the information he or she provided. See **Responsibilities of Prize Winner**, below, for details as to how an unclaimed Prize may revert to an alternate. ISEA will assist the Grand Prize winner with details regarding the delivery, tags and registration of the 2019 Tesla Model X SUV. The winner's name may be obtained by sending before January 31<sup>st</sup>, 2020 a written request plus a self-addressed, stamped envelope to ISEA 2019 Tesla Raffle, 1281 E. Brummel Ave., Elk Grove Village, IL 60007. Residents of Vermont may omit return postage.

**13. Right to Cancel**. ISEA reserves the right to cancel this Raffle at any time, in which case ISEA's liability is limited to a refund of the purchase price of the Raffle Tickets to those who have purchased them prior to cancellation.

**14. Responsibilities of the Prize Winner**. All prize winners will need to provide proper identification to the satisfaction of ISEA. The Grand Prize winner agrees to the use of his/her name, photograph or videotape likeness and statements for publicity purposes by ISEA and agrees to sign a publicity release without any further

compensation, unless prohibited by law. In order for the Grand Prize winner to receive the car or cash prize (subject to the other provisions in these rules), if not present at the drawing, he/she must elect to receive the car or cash by delivering written notice of that election choice via US Mail to ISEA after the drawing has taken place, before 5:00 PM CST on January 6th, 2020. If ISEA does not receive such notice, then the Grand Prize winner will be automatically and irrevocably deemed to have elected not to receive any prize, and the first alternate will be awarded the Grand Prize instead, as described elsewhere in the Rules. Similarly, if the first alternate does not claim the prize by February 6th, 2020, it will revert to the second alternate. If the second alternate does not claim the prize by March 6, 2020, no prize will be awarded, and Sponsor may award the Cash Prize determined under Paragraph 5(b) or the non-sellout 50/50 cash portion as determined under Paragraph 5 (c) herein, whichever is appropriate, to the not for profit organization best representing Sponsor's purpose. The Grand Prize winner is strongly advised to seek professional legal and, tax advice. Award of the Grand Prize could have material adverse consequences on the Grand Prize winner with respect to including (without limitation), with respect to taxes, income, government entitlements or other benefits, as well as other legal, financial or other matters.

**15. Sponsor Information.** This Raffle is sponsored by Illinois Solar Energy Association, 1281 E. Brummel Ave, Elk Grove Village, IL 60007.

**16. Registration with Village of Palatine.** As required by law, this Raffle is registered with the Village of Palatine IL 60067.

**17. Governing Law; Jurisdiction; Venue.** Any dispute involving this Raffle will be governing by the laws of the state of Illinois, without regard to its conflict of laws rules, and the participants, as well as Sponsor agree that exclusive jurisdiction will vest in the State of IL. Venue will be had in the local, state and federal courts having jurisdiction over the city of Palatine, IL. The clauses of this paragraph are deemed severable if necessary so that one may be given effect if others are deemed unenforceable.