

The Ultimate American Raffle

OFFICIAL RULES AND REGULATIONS

The Ultimate American Raffle (“**TUA Raffle**”), the 50/50 Add-On Drawing (“**50/50 Raffle**” i.e.; and together with the TUA Raffle, the “**Raffle**”), there are two different raffles and two different 50/50 raffles being offered at the same time (raffle #1 “**My Home**” and raffle #2 “**Fill-Up My Garage**”) are being conducted by A Patriot’s Home (“**APH**”), a not-for-profit charitable organization. The Raffle is being conducted pursuant to the Illinois Raffles and Poker Runs Act, *230 ILCS 15/0.01 et seq.*, and the City of Jacksonville, Illinois raffle license, to raise funds for ongoing charitable purposes. The Official Rules and Regulations for the Raffle (the “**Official Rules**”) are set forth below. APH shall be responsible for interpreting and applying the Official Rules. APH’s interpretation and application of such rules shall be final.

Eligibility

Persons who are 18 years of age or older may purchase a ticket to the Raffle. APH’s employees, officers, members of its Board of Directors and their respective spouses and children living in the same household are excluded from participating in the Raffle and are ineligible to win a prize. All federal, state, and local laws and regulations apply. The Raffle is void where prohibited by law.

How to Enter

Each TUA Raffle Ticket (a “**Ticket**”) is \$150.00. When purchasing a Ticket, a person may also elect to purchase a ticket to participate in the 50/50 Raffle (a “**50/50 Ticket**”). The 50/50 Raffle and the cost of a 50/50 Ticket are described herein. Only one (1) eligible person may be entered in the TUA Raffle per Ticket sold (such person is the “**Ticketholder**”). If the name of more than one (1) person is provided on a Ticket entry form and that Ticket is selected as a winning ticket, then the person named first will be deemed the Ticketholder of that Ticket and declared the winner. The division of any prize among a group of persons purchasing a Ticket in common shall be to the sole responsibility of the Ticketholder should that Ticket be selected as a winner. APH is not responsible for resolving any disputes that may arise from different individuals listed on a winning Ticket. By purchasing a Ticket or a 50/50 Ticket (as hereinafter defined), the purchaser acknowledges that he or she is aware of, and agrees to be bound by, these Official Rules and APH’s interpretation of any such Official Rules.

Only 25,000 Tickets will be sold. There is no limit on the number of 50/50 Tickets that may be sold.

Tickets and 50/50 Tickets may be purchased:

- **By the Internet.** Visit www.aphfund.com and click on “purchase tickets.” Follow the instructions to complete the order form and submit payment.
- **By Fax.** Visit www.aphfund.com to obtain an order form, complete the form, print the completed form and fax the completed form to (877-946-6555).
- **By Mail.** Visit www.aphfund.com to obtain an order form, complete the form, print the completed form and mail the completed form to A Patriot’s Home, PO Box 532 Jacksonville, IL 62651
- **By Telephone.** Call and provide the information requested by the representative.

50/50 Tickets may only be purchased at the same time as a person's purchase of a Ticket. To participate in the 50/50 Raffle, at least one (1) Ticket and one (1) 50/50 Ticket must be purchased.

All Ticket and 50/50 Ticket entries must include payment by check, money order, cash or credit card. APH reserves the right to reject any entry form that is submitted without proper payment or payment that does not constitute "good funds." Upon receipt and acceptance by APH of a proper entry form, a receipt of purchase will be delivered to the purchaser at the billing address provided by the purchaser during the Ticket purchase. It is the purchaser's responsibility to provide a valid, deliverable address to APH.

Any defective or physically altered entry form, or entry form received without proper or sufficient payment, will be immediately disqualified by APH. Prior to the Grand Prize drawing (described herein), APH may make a reasonable effort to notify the individual of a rejected or disqualified entry by attempting to make contact through the information provided at the time of the Ticket purchase request. Neither APH nor its directors, officers, employees, agents or other representatives assumes any responsibility or liability for lost, late, misdirected, mutilated, incomplete, illegible or undelivered entries, or any other failure to receive entries, or any failure to deliver a receipt of purchase prior to the drawing deadlines.

Prize Drawings

Prize drawings will be conducted by a representative of APH under the supervision of an independent raffle auditor. All drawings are open to the public. Entrants need not be present to win. Winners will be selected at random. For each drawing, prizes with the lowest retail value will be drawn first progressing in order to the highest retail value prize for the drawing. The drawings are described below.

Early Drawings

Depending upon when a Ticket is purchased, each Ticket may be included in up to six (3) total drawings - three (2) Early Bird Drawings, and the Grand Prize Drawing (for each raffle) the early drawings are described below:

Early Bird Drawings. There will be two (2) Early Bird Drawings (for each raffle).

Early Bird Drawing 1.

Early Bird Drawing 1 will be held within 48 hours when 35% (8,750 tickets) have been sold (for each raffle)

Early Bird Drawing 2.

Early Bird Drawing 2 will be held 48 hours when 50% (17,500 tickets) have been sold (for each raffle) Tickets entered into a particular Early Bird Drawing, including any winning Ticket, also will be included in any subsequently occurring Early Bird Drawing as well as the Grand Prize Drawing. Prizes to be awarded in the Early Bird Drawings are described below.

Grand Prize Drawing

The Grand Prize Drawing (for each raffle separately) will be held within 48 hours of 100% (25,000 tickets) All Tickets that win a lesser prize in the Grand Prize Drawing will be put back into the drum and be eligible for a chance to win the Grand Prize. Prizes to be awarded in the Grand Prize Drawing are described below.

50/50 Add-On Drawing

To be eligible for the 50/50 Raffle, at the same time as an entrant purchases a Ticket, the entrant must also purchase at least one (1) 50/50 Ticket. Each 50/50 Ticket is \$10.00. The following discounts are provided for multiple 50/50 Tickets purchased at the same time: five (5) 50/50 Tickets for \$25.00 or

fifteen (15) 50/50 Tickets for \$50.00. Only one (1) method of payment and only one (1) mailing address are permitted for ALL 50/50 Tickets purchased. There is no limit on the number of 50/50 Tickets that may be sold by APH. Entries for the purchase of 50/50 Tickets must be in the same name as the Ticketholder and all 50/50 Ticket entries must be ordered at the same time as the Ticket. No 50/50 Ticket entry will be accepted at any time after the purchase of a Ticket. Both the entry for the Ticket and 50/50 Ticket must be received before the 25,000 raffle tickets are sold in order to be eligible to participate in the 50/50 Raffle. The winner of the 50/50 Raffle will be awarded cash in an amount equal to 50% of the cash proceeds received by APH from the sale of 50/50 Tickets. The 50/50 Raffle will be held at the same time as the Grand Prize Drawing.

Prizes

Subject to availability and the terms and conditions of these Official Rules, prizes are as follows:

If fewer than 25,000 Tickets are sold by 11:59 p.m. Central Time on August 8, 2017, then the TUA Raffle (#1 & #2) will be held as scheduled, and prizes will be awarded as advertised, except that the Grand Prize Winner (raffle #1 "My Home) will receive a 20-year annuity equal to 50% of the total cash Ticket proceeds received by APH minus all costs and expenses paid or incurred by APH in connection with the TUA Raffle not to exceed \$2,000,000, as full satisfaction of the Grand Prize. For example, if only 20,000 Tickets are sold (resulting in gross proceeds from Ticket sales of \$3,000,000) and APH's costs and expenses related to the TUA Raffle are \$2,000,000, then the net proceeds of the TUA Raffle will be \$1,000,000, and, as a result, the Grand Prize Winner would receive a 20-year annuity equal to 50% of such \$1,000,000 amount (i.e., a \$500,000 annuity payable in installments of \$25,000 per year for 20 years) or a onetime cash payment of 70% of the annuity value (i.e., a onetime cash payment of \$350,000). The above is only an example. The actual amount of TUA Raffle expenses and net revenue may vary. The Grand Prize Raffle #2 Fill-Up My Garage will be awarded as advertised.

Winners of any Early Bird Drawing must provide APH with written notice of his/her selection to receive the applicable non-cash or cash prize on or before 5:00 p.m. Central Time on the date that is 21 days following the drawing date of the applicable Early Bird Drawing. If no notice is received by APH by such applicable date, then the Early Bird Drawing winner for which no notice is received will automatically receive the cash prize as full satisfaction of the applicable Early Bird Drawing prize.

My Home, if offered as the Grand Prize of the TUA Raffle #1 and selected by Grand Prize Winner, will be transferred to the Grand Prize Winner when an occupancy permit is issued. The winner of the My Home is assigned with a \$2,000,000 budget to construct a new home anywhere in the USA. An assigned APH Project Manager will be assigned to the winner to develop said "budget". Budget will assume all fees design, permit, land, construction cost, and local, state and federal taxes (including, but not limited to, income taxes based on the value of the My Home, real estate taxes and any other taxes) and financing costs (including, but not limited to, closing costs, escrow fees, title insurance, and transfer taxes and fees) which must be paid at the time the My Home is transferred to the Grand Prize Winner. When occupancy permit and the transfer is issued the will accept the home "as is, where is and with all faults." APH does not provide and guarantee or warranty, expressed or implied, in connection with My Home prize. No liability or responsibility regarding the construction or condition of the My Home. APH is responsible for obtaining an occupation permit based on the accepted design for construction.

The Grand Prize Winner assumes APH makes no guarantee that there any guarantee that the Internal Revenue Service (IRS) will accept that value of the My House for the purpose of determining any additional income tax that may be due from the Grand Prize Winner.

All non-cash prizes may not be exactly as described, are based on manufacturer availability and may be substituted with a prize of similar value. Any vehicle awarded as a prize comes base-model factory equipped and winner(s) are solely responsible for any and all federal, state or local license, title, registration, taxes or fees associated with the vehicle as well as insurance (proof of which must be shown prior to delivery) and pickup or delivery costs at / from City of Jacksonville. All vehicles are subject to availability at the automobile dealer selected by APH and may be substituted for a comparable vehicle by APH (except the classic cars). All vehicle prizes are delivered F.O.B. Jacksonville, Illinois.

Vacation and travel prizes are for two (2) economy class round trip airfares to the destination city and for one double occupancy standard hotel room for six nights in the destination city. All vacation and travel prizes are subject to space and availability. All gratuities, taxes and fees are the responsibility of the winner. Winners of travel related prizes must comply with all applicable requirements and restrictions related to said prizes including, without limitation, applicable travel dates, travel documentation and reservation and confirmation procedures.

Notification of Winners:

Raffle winners will be notified according to the contact information provided to APH at the time of Ticket purchase. If the Grand Prize, winner cannot be located by 5:00 p.m. on 60 days after the drawing, after reasonable attempts to make contact through the information provided at the time of purchasing the Ticket, such winner will be deemed to have elected the onetime cash alternate prize and another winner will not be selected for such prize. In order to collect any prize, a winner must sign and deliver to APH: (a) a sworn affidavit of eligibility in accordance with these Official Rules and applicable law, including, without limitation, proof of age; (b) such written information as is required by any applicable tax and/or real estate laws, including, without limitation, his/her Social Security Number; and (c) proof of identity in forms satisfactory to the APH showing that the person claiming the prize is the same person who is named on the winning Ticket, 50/50 Ticket, as applicable. Winners of prizes of \$1,000 or more may be required to submit a W-2G, Form 5754 or similar tax form (provided by APH) for tax withholding purposes. A list of winners will be posted on The Ultimate American Raffle website (www.aphfund.com) one week of the applicable drawing. A copy of the winners' list and of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: A Patriot's Home, Attn: Winners List – The Ultimate American Raffle, PO box 532 Jacksonville, IL 62651. Requests must be received within 60 days of the close of the Raffle.

Winning Odds:

The odds of winning a prize in the drawings are as follows:

Early Bird Drawings.

For each Early Bird Drawing, the odds of winning depend upon the number of Tickets sold prior to the date specified for the particular Early Bird Drawing.

Raffle # 1 My Home Grand Prize Drawing.

For the Grand Prize Drawing, the odds of winning depend upon the number of Tickets sold. If all 25,000 Tickets are sold, the odds of winning the Grand Prize are 1 in 25,000. The odds of winning a prize other than the Grand Prize in the Grand Prize Drawing are approximately 1 in 42.

Raffle # 2 Fill-Up My Garage Grand Prize Drawing.

For the Grand Prize Drawing, the odds of winning depend upon the number of Tickets sold. If all 25,000 Tickets are sold, the odds of winning the Grand Prize are 1 in 25,000. The odds of winning a prize other than the Grand Prize in the Grand Prize Drawing are approximately 1 in 500.

50/50 Add-On Drawing.

For the 50/50 Raffle, the odds of winning depend upon the number of 50/50 Tickets sold.

Taxes:

There may be federal, state and/or local tax consequences of winning a prize in the Raffle Drawing.

Any and all taxes are the sole responsibility of the winner. Each purchaser of Tickets and 50/50 Tickets is advised to consult his or her own tax advisors with respect to tax liabilities that may arise from winning a prize. Winners of prizes of \$1,000 or more may be required to submit a W-2G, Form 5754 or similar tax form (provided by APH) for tax withholding purposes. All appropriate and required federal and state taxes will be withheld by APH in accordance with federal and state law, and APH will remit the balance of the cash prizes to the winners.

Terms and Conditions:

The Raffle Drawing are subject to these Official Rules. These Official Rules cannot be changed by any oral statement made by any employee, consultant or agent acting on behalf of APH. By entering the Raffle, entrants accept and agree: (1) to be bound by these Official Rules and the decisions of APH which shall be final and binding; (2) waive any right to claim ambiguity in the Raffle, or these Official Rules; and (3) that APH may use the entrant's name, photograph, likeness, statements, biographical information, voice and city and state address for promotional or advertising purposes in connection with the Raffle Drawing on a worldwide basis and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, except where prohibited by law. Other rules and regulations may apply. Please contact APH if you have any questions. The Raffle is void where prohibited by law.

BY ENTERING THE RAFFLE DRAWINGS, EACH ENTRANT RELEASES APH, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) CAUSED BY PARTICIPATING IN THE RAFFLE DRAWINGS OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, AND EACH WINNER AGREES TO INDEMNIFY AND HOLD APH HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE RAFFLE DRAWINGS OR THE WINNER'S ACCEPTANCE OR USE OF ANY PRIZE.

A RAFFLE ENTRANT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST APH ARISING OUT OF THE SALE OF TICKETS AND 50/50 TICKETS OR THE CONDUCT OF THE RAFFLE SHALL BE LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID FOR HIS OR HER TICKET(S) OR 50/50 TICKET(S), AS APPLICABLE. IN NO EVENT SHALL APH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS 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 WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE DRAWINGS OR THESE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (PURSUANT TO ITS EXPEDITED PROCEDURES) UNDER ITS COMMERCIAL ARBITRATION RULES AND CONDUCTED IN JACKSONVILLE, ILLINOIS, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

Cancellation/Termination:

By purchasing a Ticket or 50/50 Ticket each Ticketholder, holder of a 50/50 Ticket and other participant acknowledges and agrees that APH has the right, in its sole discretion, to elect not to proceed with the Raffle Drawings for any reason whatsoever or for no reason, and in such event, a Ticketholder, a holder

of a 50/50 Ticket and participant's sole and exclusive remedy shall be to receive a refund of the full price paid by such holder or participant for each Ticket and 50/50 Ticket purchased, without interest.

Registration with the State of Illinois:

APH has registered with the City of Jacksonville, IL. City Clerk's Office under Raffle License Numbers .