# Sri Dasavathara Venkateswara Swamy temple & Cultural Center of South Carolina 9554 Two Notch Road Columbia. SC 29223

### A. CHARITABLE PURPOSE

- Sri Dasavathara Venkateswara Swamy temple & Cultural Center (SDVS temple) of South Carolina is a registered nonprofit organization located in the State of South Carolina. It's Tax ID #: 83-3486429. SDVS temple has received a license from Secretary of State, South Carolina (License # R25415689) to conduct a raffle at the temple located at 9554 Two Notch Road, Columbia, SC 29223
- 2. Proceeds from the sale of all raffle tickets shall be used to further SDVS temple's mission of furthering Hindu religious values and supporting cultural needs in the region; and specifically for the improvements of Balalayam and construction of the main temple and cultural center.
- 3. The object and purpose of this raffle is to involve the public and communities at large in accomplishing SDVS temple mission. SDVS temple is not directly or indirectly aiming to promote or sponsor gaming or gambling. The sole primary purpose of this raffle is ONLY to raise funds for the improvements of Balalayam and Main temple development projects.

### **B. ELIGIBILITY**

- 1. Raffle Ticket purchaser must be an individual 18 years or older at time of entry purchase and a legal United States resident. They should provide necessary documentation to validate their identity.
- 2. Only one (1) individual may be identified as the purchaser (or buyer) of the raffle Ticket. All federal, state, and local laws and regulations apply.
- Tickets may be purchased via the Internet from the temple website www.sdvstccsc.org (when allowed by the state law of the purchaser) or from persons / locations authorized by the SDVS temple, as listed on the Flier and the website.
- 4. The SDVS temple Raffle ("Raffle") is conducted in English.
- 5. Confirmation number(s) / Raffle ticket stub will be given at the time of purchase or emailed to all purchasers at the email address provided during the purchase. All email communications, including the email ticket purchase confirmation, will be sent to the email address supplied during the purchase.
- 6. It is the purchaser's responsibility to provide a valid, deliverable mailing address and / or email address and phone number to SDVS temple.
- 7. SDVS temple and its agents, Board members, officers, vendors, volunteers, and members assume no liability for lost, late, misdirected, mutilated, incomplete, illegible, undelivered entries or entries without proper payment received, which entries shall be deemed invalid and shall be immediately disqualified.

- 8. By entering the Raffle, the Raffle Ticket purchaser acknowledges that he or she is aware of, and agrees to abide by, the Official Raffle rules and regulations.
- 9. Winners must produce the original SDVS temple Raffle Ticket Stub or copy of the Original email and or the Text sent to their Phone to claim their prize along with a valid federal or state government issued picture ID when claiming their prize.
- 10. It is the responsibility of the purchaser to comply with any federal laws or regulations as well as any specific to the state in which the purchaser resides. In addition, winners must complete an IRS Tax Form for purposes of federal and state reporting requirements.
- 11. In the event of a dispute of the rules of this SDVS temple Raffle event, the laws of the State of South Carolina will preside.

### C. DRAWINGS

- 1. The purchase price of a single raffle ticket is \$ 100.00.
- 2. Only one name is permitted on each raffle ticket.
- 3. Upon purchase of a raffle ticket, each purchaser shall provide his/her full name, address, phone number, e-mail address and date of birth. Winners must produce the original SDVS temple Raffle Ticket to claim their prize along with a valid federal or state government issued picture ID when claiming their prize.
- 4. The drawing will be held at SDVS temple Balalayam located at 9554 Two Notch Road, Columbia, SC, 29223 on January 14th, 2024, at 1PM-3PM. SDVS temple has the right to change the drawing venue, date, and time.
- 5. The winner must also comply with all the Terms and Conditions stated in this Official Raffle Rules.
- 6. RAFFLE TICKET PURCHASES ARE NOT TAX DEDUCTIBLE.

#### D. PRIZE

The Prize is as follows (and all are listed in US dollars):

- 1st prize Mercedes Benz SUV 2024 Model GLB250, Approximate retail value of \$45,000
- 2 prizes -1 oz Gold coins.
- · 3 prizes -0.5 oz Gold coins.
- 5 prizes \$500 Visa Gift Cards.
- 10 prizes \$250 Amazon Gift cards.
  - 1. Prizes may not be exactly as shown in the pictures, flyers, posters or any SDVS temple marketing material, are based on manufacturer availability and may be substituted with a prize of similar value by SDVS temple.
  - 2. For the 1st Prize winner (Benz SUV), vehicle taxes, tags, insurance, title, and shipping are the sole responsibility of the winner.

- 3. Purchaser understands that a ticket represents a chance to win the opportunity to accept an offer of the stated prize on these terms and conditions. If you hold a ticket or a receipt, your ticket has been entered in the raffle, subject to these terms and conditions.
- 4. All Prize Winners must accept prizes AS IS WHERE IS with absolutely no express or implied warranties of any kind are given by SDVS temple.

### **E. TICKETS:**

- 1. SDVS temple is planning to sell 3000 tickets, If there is a greater demand, SDVS temple may choose to increase the number of tickets.
- 2. SDVS temple RESERVES THE RIGHT TO CANCEL THE RAFFLE DRAWING IF LESS THAN 1000 RAFFLE TICKETS ARE SOLD. IN THAT CASE, EACH PURCHASER SHALL BE INFORMED OF THE CANCELLATION OF THE RAFFLE DRAWING AND EACH PURCHASER SHALL BE REFUNDED THE PURCHASE PRICE OF THE RAFFLE TICKET LESS ADMINISTRATIVE FEE OF \$5. PURCHASER BY PURCHASING THE RAFFLE TICKET ACKNOWLEDGES RECEIPT OF THESE TERMS AND CONDITIONS AND WAIVES ANY CAUSE OF ACTION HE/SHE MAY HAVE AGAINST SDVS TEMPLE AND RELEASES SDVS TEMPLE FROM ANY CLAIMS HE/SHE MAY HAVE FROM CANCELLATION OF THE RAFFLE DRAWING. Each Purchaser accepts a refund of the purchase price less Administrative Fees of \$5 as adequate consideration for this Waiver and Release.
- 3. In the event that all available raffle tickets are sold earlier than expected, SDVS temple reserves the right to conduct the raffle at a new Date, Time, and Location. Each purchaser will be notified of the change in drawing by email or by telephone.
- 4. In the event of unavoidable circumstances SDVS temple reserves the right to postpone the raffle and conduct on the new date, time, and location. Each purchaser will be notified of the change in drawing by email or by telephone.
- 5. Any unsold, lost, or missing tickets will be considered null and void prior to the raffle draw and will not be included in the raffle drawing.
- 6. Raffle tickets may be purchased online through SDVS temple website at <a href="https://www.sdvstccsc.org/raffle">www.sdvstccsc.org/raffle</a>. Once the sale is confirmed, the purchased ticket(s) stub(s) will be scanned and emailed a copy of it to the purchaser's email address. Purchased ticket stub will be put into the raffle ticket drum by the designated office bearer(s). Before the drawing, the SDVS temple designated audit team will ensure that all online purchased tickets are part of the raffle ticket drum.
- 7. Any online transactions done on SDVS temple website other than raffle ticket page at www.sdvstccsc.org/raffle will be considered as a donation. Any donated amount cannot be used towards raffle ticket purchase.
- 8. SDVS temple will appoint an independent firm/volunteer to do weekly audit of ticket sales, collected monies and its records. Any purchase

discrepancies will be addressed by the audit team with the consultation of our legal counsel. It may result in nullifying questionable ticket sales.

### F. NOTIFICATION OF WINNERS

- 1. The drawing will be held at 9554 Two Notch Road, Columbia, SC, 29223 on January 14<sup>th</sup>, 2024, at 1PM-3PM EST.
- 2. All winners who are not present at the drawing will be notified in email or by telephone of the prize won and any requisite procedure to claim the prize. All prizes will be sent to the winner's home address via registered mail.
- 3. 1st prize winner must claim the prize in person.
- 4. If a selected winner is unable to be contacted or located after a period of sixty (60) days from the draw date of any Raffle drawing, the prize or its cash equivalent will be deemed to have been donated to the SDVS temple.
- 5. All winners, by entering, authorize SDVS temple to publish their name and likeness on the website and for it to be used in other promotional materials by the SDVS temple.

### **G. TAXES AND IRS RULES**

- All winners shall be responsible for any and all federal, state and local income or excise taxes, fees, assessments and like charges associated with the prizes. All cash prizes will be paid net of applicable income tax withholding.
- 2. The value of the prize will be treated as ordinary income to the winner for federal and state income tax purposes and the winner may be required to prepay a portion of the tax liability prior to receiving the prize. In addition, no portion of the ticket price will qualify as a charitable contribution for federal income tax purposes.

### H. WAIVER/LIMITATIONS OF LIABILITY

- 1. Raffle ticket purchasers, by participating (and winners, by accepting a prize) release the SDVS temple, and its respective board members, committee members, volunteers, partners, vendors, agents, representatives, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, employees and agents, including advertising, public relations, direct marketing and promotion agencies, from any and all liability with respect to participation in the promotion and possession or use of the prize(s) awarded and also acknowledge that they did not receive any representations, warranty or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness.
- 2. By entering this raffle, each purchaser releases the SDVS temple, its directors, trustees, officers, and agents from any and all liability for injuries, losses or damages of any kind caused by participating in the raffle or

- winning any prize or resulting from acceptance, possession, use or misuse of any prize, and each winner agrees to indemnify and hold the SDVS temple harmless from any and all losses, damages, rights, claims and actions of any kind rising in connection with or as a result of participating in the raffle or the winner's acceptance or use of any prize
- 3. Any liability of the SDVS temple shall be limited to the price paid for the raffle tickets, and in the case of any dispute, the SDVS temple's decision shall be final.
- 4. SDVS temple reserves the exclusive rights at any time to add, amend and delete any or all terms and conditions to comply with the enacted laws of the State of South Carolina and the United States related to raffles and similar draw tickets.
- 5. All raffle terms and conditions will be posted on the SDVS temple website. For the Official Raffle Rules, go to <a href="https://www.sdvstccsc.org/raffle">https://www.sdvstccsc.org/raffle</a>.

## I. Warnings:

1. Tampering the ticket or any other material in connection with the raffle in the United States Postal Services is a violation of federal law and may lead to criminal penalties.

#### J. RETURN AND CANCELLATION POLICY

- 1. If for any reason the raffle is not completed and a prize is not awarded on the scheduled drawing date, SDVS temple will announce it on the website, and will also take all necessary steps to notify each ticket purchaser of this fact and return all money received from ticket purchasers within 60 days, except for the administration fee identified above.
- 2. SDVS temple reserves the right to accept or reject any raffle ticket purchaser entry based on the Terms and Conditions and applicable law, modify, or extend individual drawing deadlines, and/or add additional prizes or drawings at any time, in their sole discretion.
- 3. All raffle ticket purchases are final and may not be returned for a refund except previously provided above.