

West Side Nut Club

2025 Half Pot And Second Prize Raffle

House Rules

The promoter and sponsor of the 2025 annual Half Pot Raffle (the “**Raffle**”) is West Side Nut Club, Inc., mailing address P.O. Box 6032, Evansville, IN 47719 (“**West Side Nut Club**” or the “**Club**”), a 501(c)(3) charitable organization.

All entrants to the Raffle agree to be bound by the terms and conditions provided in these Official House Rules (the “**Rules**”), as well as by all interpretations and other decisions of the West Side Nut Club relating to this Raffle, which are final and binding in all matters not inconsistent with applicable Indiana laws and regulations, and subject to the oversight of the Indiana Gaming Commission (the “**IGC**”). Conduct of the Raffle is subject to all applicable Indiana laws and regulations, specifically, the provisions of Indiana Code governing charity gaming found at Indiana Code art. 4-32.3.

1. Game Description

Consistent with the definition at Ind. Code 4-32.3-2-33, the Raffle is a fundraising game whereby participants purchase tickets for a chance to win 50% of the total amount collected from all ticket sales for that specific drawing. The remaining 50% of the amount collected will directly benefit the West Side Nut Club for its charitable and community-focused projects, as well as other lawful purposes.

2. Eligible Persons

- (a) The Raffle is open to legal U.S. citizens who are at least **18 years of age or older** at the time of entry and are otherwise eligible pursuant to all Indiana laws and regulations.
 - (b) **Active and Honorable Lifetime Members and Board Members of the West Side Nut Club are not eligible to enter or win.** However, spouses and offspring of West Side Nut Club members and board members are eligible to participate, provided they meet all other eligibility requirements.
 - (c) Subject to approval by the IGC, participants purchasing tickets online must be physically located within the State of Indiana at the time of ticket purchase.
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3. Entry Period for the 2025 Half-Pot Raffle

In order to be eligible for the **2025 Half-Pot Raffle drawing** to take place on Sunday, October 12th, 2025, tickets may be purchased in person during the following specific sales hours (the **“Entry Period”**):

(a) **Pre-Sales:**

- **Wednesday, October 1st:** 12:00 PM - 7:00 PM CDT
- **Thursday, October 2nd:** 12:00 PM - 7:00 PM CDT
- **Friday, October 3rd:** 12:00 PM - 7:00 PM CDT
- **Saturday, October 4th:** 8:00 AM - 5:00 PM CDT
- **Sunday, October 5th:** 8:00 AM - 7:00 PM CDT

(b) **Festival Week Sales:**

- **Monday, October 6th:** 10:00 AM - 10:00 PM CDT
- **Tuesday, October 7th:** 10:00 AM - 10:00 PM CDT
- **Wednesday, October 8th:** 10:00 AM - 10:00 PM CDT
- **Thursday, October 9th:** 10:00 AM - 10:00 PM CDT
- **Friday, October 10th:** 10:00 AM - 10:00 PM CDT
- **Saturday, October 11th:** 8:00 AM - 8:00 PM CDT

All times listed are Evansville, Indiana Local Time (CDT). **NO RAFFLE TICKETS FOR THE 2025 HALF-POT RAFFLE DRAWING WILL BE SOLD AFTER 8:00 PM CDT ON SATURDAY, OCTOBER 11th, 2025.**

In addition, Eligible Persons may purchase tickets online beginning at 12 PM CDT on Wednesday, October 1st through Saturday, October 11th at 8:00 PM CDT. The link to purchase tickets online will be available at: <https://nutclubfallfestival.com/half-pot>.

4. How to Enter

(a) Tickets will be sold for the Raffle throughout the Entry Period. To enter the Raffle, entrants must purchase a Raffle ticket.

(b) Tickets may be purchased using **CASH, DEBIT or CREDIT CARDS.**

(c) **Ticket Costs:**

- 3 Tickets for \$10
- 20 tickets for \$20
- 50 tickets for \$40
- 200 tickets for \$100
- 500 tickets for \$200

(d) Raffle tickets may be purchased throughout the Entry Period from authorized ticket booths located along West Franklin Street between St. Joseph Avenue and Wabash

Avenue & the corner of St Joe Ave & the Lloyd Expressway, all booths being located on the west side of Evansville, Indiana, or through approved electronic systems.

- (e) There is no limit on the number of raffle tickets an individual may purchase.
 - (f) All ticket purchases for the 2025 Raffle must be completed by the end of the Entry Period to be eligible for the applicable drawing.
 - (g) **All purchases are final, and no refunds or replacements will be issued.**
 - (h) As approved by the IGC, purchase of tickets online may only be purchased by individuals 18 years of age or older and physically located within the State of Indiana.
 - (i) **Raffle tickets may not be resold.** For physical tickets, the individual who physically holds the winning ticket is deemed the winner; each ticket is considered a bearer instrument. For all tickets, a successful claim is contingent upon presentation of both the ticket number and the unique identifier for verification.
 - (j) Any legal disputes related to ticket purchase or arising out of the conduct of the Raffle, specifically those related to the ownership of a ticket, may render the ticket void and ineligible for a prize, particularly if the unique identifier and ticket number cannot be authenticated to a verifiable purchaser.
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5. Prize Determination & Structure

- (a) There will be a total of **two (2) prizes** awarded for the 2025 Raffle.
 - (b) **Winners of the Second Prize remain eligible for the Main Half-Pot Prize.**
 - (c) **First Prize (Main Half-Pot Prize):** This prize will be exactly fifty percent (50%) of the total gross cash receipts collected from all ticket sales attributed to that specific drawing.
 - (d) **Second Prize:** The specific details of the additional prize(s) will be clearly posted at all ticket booths and online prior to the commencement of sales. The prize(s) will be separate from the Main Half-Pot Prize.
 - (e) The total pot amount for the Main Half-Pot Prize will be updated and displayed periodically at the event and online.
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6. Probability of Winning

- (a) The probability of winning the Main Half-Pot Prize is dependent upon the total number of eligible tickets sold for that specific drawing. For example, if 100 tickets are sold, your chance of winning with one ticket is 1 in 100. The more tickets sold, the lower the individual probability of winning, but the larger the prize pot.
 - (b) The probability of winning a Second Prize depends upon the number of tickets sold for those specific prizes and the total number of entries until the drawing.
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7. Winner Selection and Notification

Main Half-Pot Prize

- (a) The winning ticket for the Main Half-Pot Prize will be randomly selected utilizing Rafflebox, an Indiana Gaming Commission licensed raffle software, on Sunday, October 12th, 2025.—The drawing shall take place prior to 7:00 PM CDT.
- (b) The drawing for the Main Half-Pot Prize will be recorded and the video linked to the West Side Nut Club's social media channels and through its media partners.
- (c) The winning ticket for the Main Half-Pot Prize must have the individual numbers listed in the same chronological order as the posted winning number.
- (d) The winning ticket number for the Main Half-Pot Prize will be announced at the time of the drawing.
- (e) The winning number for the Main Half-Pot Prize will also be published on the West Side Nut Club's official social media pages and broadcast through its media partners. Results and related updates will be posted on our website at <https://nutclubfallfestival.com/half-pot>.
- (f) The winner of the Main Half-Pot Prize need not be present to win.

Second Prize(s)

- (g) The winning ticket for a Second Prize will be randomly selected utilizing Rafflebox, an Indiana Gaming Commission licensed raffle software, on Monday, October 6th, 2025. The drawing shall take place at 7:00 PM CDT.
- (h) The drawing for the Second Prize will be recorded and the video linked to the West Side Nut Club's social media channels and through its media partners.
- (i) The winning ticket for a Second Prize must have the individual numbers listed in the same chronological order as the posted winning number.
- (j) The winning ticket number for a Second Prize will be announced at the time of the drawing.
- (k) -The winning number for a Second Prize will also be published on the West Side Nut Club's official social media pages and broadcast through its media partners. Results and related updates will be posted on our website at <https://nutclubfallfestival.com/half-pot>.
- (l) The winners of a Second Prize need not be present at the time of the drawing in order to claim their prizes. Winning a Second Prize does not disqualify an entrant from winning the Main Half-Pot Prize.

8. Claiming the Prize

- (a) **Main Half-Pot Prize:** To claim the prize, the winner must call **(702-763-5050)** or email **halfpot@nutclub.org** and provide their contact information. A representative from the West Side Nut Club will contact the winner to arrange a meeting at the West Side Nut Club office (located at the northwest corner of 11th Ave. and Franklin St. in Evansville, IN) in order to verify the information related to the winning ticket.
- (b) The winner must present the original winning ticket, which includes both the ticket number and its unique identifier, along with a valid photo identification. For tickets purchased through electronic systems, the 'original winning ticket' refers to the unique digital record generated upon purchase, including the ticket number and unique identifier, which must be verifiable against the purchaser's records.

- (c) The ticket number and unique identifier must be presented as a matched pair and will be subject to thorough verification by the West Side Nut Club. Any discrepancies, tampering, illegibility, or inability to authenticate these two pieces of information will result in disqualification.
- (d) The winner must provide all information required to claim a prize (including tax identification information) and is required to execute a Declaration of Eligibility attesting to the fact that he/she is 18 years of age or older, as well as other terms and conditions as designated by West Side Nut Club, Inc., including consent to the use of his/her name and likeness, in order to collect the prize.
- (e) All claims for the Main Half-Pot Prize must be initiated, and the required verification meeting completed, **within thirty (30) calendar days from the date of the drawing**. Specifically, the winner must contact the West Side Nut Club in the required manner by close of business on **November 11th, 2025**.
- (f) In the event:
 - (i) that the winner does not contact the West Side Nut Club Inc. within thirty (30) calendar days of the drawing (by close of business on November 11th, 2025);
 - (ii) that the winner is ruled ineligible for any reason; or
 - (iii) that the winner declines the prize, the prize will be forfeited and will be retained by the West Side Nut Club, Inc. for distribution throughout the calendar year immediately following the year the Raffle was held, including at their annual Founders Day banquet, in a manner as described in Section 9(b) of these Rules. The West Side Nut Club Inc. has no obligation to contact potential winners.
- (g) All prizes will be delivered via check within thirty (30) calendar days of the winner delivering the winning raffle ticket, executed Declaration of Eligibility, and presentment of all other required documents to West Side Nut Club Inc.
- (h) For security and safety reasons, no cash payments will be made to the Raffle winners.
- (i) **Second Prize(s):** To claim a prize, the winner must call **(702-763-5050)** or email **halfpot@nutclub.org** and provide their contact information. A representative from the West Side Nut Club will contact the winner to arrange a meeting at the West Side Nut Club office (located at the northwest corner of 11th Ave. and Franklin St. in Evansville, IN) in order to verify the information related to the winning ticket.
- (j) The winner must present the original winning ticket, which includes both the ticket number and its unique identifier, along with a valid photo identification. For tickets purchased through electronic systems, the 'original winning ticket' refers to the unique digital record generated upon purchase, including the ticket number and unique identifier, which must be verifiable against the purchaser's records.
- (k) The ticket number and unique identifier must be presented as a matched pair and will be subject to thorough verification by the West Side Nut Club. Any discrepancies, tampering, illegibility, or inability to authenticate these two pieces of information will result in disqualification.
- (l) The winner must provide all information required to claim a prize (including tax identification information) and is required to execute a Declaration of Eligibility attesting to the fact that he/she is 18 years of age or older, as well as other terms and conditions

as designated by West Side Nut Club, Inc., including consent to the use of his/her name and likeness, in order to collect the prize.

- (m) All claims for the Second Half-Pot Prize must be initiated, and the required verification meeting completed, **within thirty (30) calendar days from the date of the drawing.** Specifically, the winner must contact the West Side Nut Club in the required manner by close of business on **November 5th, 2025.**
 - (n) In the event:
 - (i) that the winner does not contact the West Side Nut Club Inc. within thirty (30) calendar days of the drawing (by close of business on November 5th, 2025);
 - (ii) that the winner is ruled ineligible for any reason; or
 - (iii) that the winner declines the prize, the prize will be forfeited and will be retained by the West Side Nut Club, Inc. for distribution throughout the calendar year immediately following the year the Raffle was held, including at their annual Founders Day banquet, in a manner as described in Section 9(b) of these Rules.The West Side Nut Club Inc. has no obligation to contact potential winners.
 - (o) All prizes will be delivered via check within thirty (30) calendar days of the winner delivering the winning raffle ticket, executed Declaration of Eligibility, and presentment of all other required documents to West Side Nut Club Inc.
 - (p) For security and safety reasons, no cash payments will be made to the Raffle winners.
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9. Prize Description & Use of Funds

- (a) Each entrant who purchased a winning raffle ticket for the Main Half-Pot will receive one-half of the gross proceeds. The gross proceeds are the value of all monies collected from tickets purchased for the Main Half-Pot Raffle during the Entry Period.
 - (b) All remaining proceeds from the Raffle shall be retained by the West Side Nut Club, Inc. to offset gaming expenses and other lawful purposes. The balance after deducting expenses shall be donated to charitable organizations as recommended by a majority vote of the West Side Nut Club Board of Directors and as approved by a majority vote of the active members attending the regular or special business meeting at which the recommendations of the Board are presented.
 - (c) Unclaimed winnings for the Main Half-Pot Prize or Second Prize(s) will be retained by West Side Nut Club, Inc. for distribution throughout the calendar year immediately following the year the Raffle is held, including at their annual Founders Day banquet in the manner described in Section 9(b) of these Rules.
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10. Taxes

A prize winner is solely responsible for proper reporting and payment of all applicable federal, state, and local taxes and any expenses associated with the Raffle, unless otherwise indicated. The West Side Nut Club will report winnings to the IRS and the State of Indiana as required by law.

11. Release of Liability and Indemnification

By entering the Raffle, each entrant agrees to follow these Rules and forever releases, discharges, and waives any and all claims, liabilities and actions of any kind, howsoever caused or arising and whether by negligence, any intentional act or otherwise, that entrant may have or that may arise against West Side Nut Club, Inc. and each of their subsidiaries and related entities, and West Side Nut Club members (collectively, the “Released Parties”), with respect to or arising out of either: (i) the entrant’s participation; or (ii) the receipt or use of the prize awarded in the Raffle. By entering the Raffle, each entrant further agrees to defend, indemnify and hold harmless the Released Parties and their insurers against any and all damages, costs, judgments, and/or expenses (including but not limited to attorneys’ fees and/or other legal fees) they may incur as a result of claims made against them in connection with either: (i) the entrant’s participation; or (ii) the receipt or use of the prize awarded in the Raffle.

12. Publicity Release

Except where prohibited by law, in consideration of being permitted to participate in the Raffle and the opportunity to win the prizes offered, each entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of the entrant’s name, likeness, voice, photograph, performance, personal statements and/or biographical information in any and all advertising, promotions and other publicity conducted by West Side Nut Club, Inc. **By participating, winners acknowledge and agree that they may not remain anonymous and understand and consent that their identity will be publicized.**

13. Raffle Cancellation, Suspension or Modification

West Side Nut Club, Inc. reserves the right to cancel, modify, or suspend the Raffle and/or change dates relating to the promotion of the Raffle in case of schedule changes, acts of God, force majeure events, computer viruses, bugs, corruption or unfairness of the security or administration of the Raffle, or for any other reason, at the sole discretion of the West Side Nut Club, Inc.

14. Transferability

Persons who purchase a Raffle ticket may opt to give away their Raffle ticket to other eligible persons pursuant to these rules, but in doing so the purchaser waives any claim he/she might otherwise have to the prize. Purchasers of any Raffle tickets may not re-sell their Raffle tickets to other parties, and may not give a Raffle ticket away to another person for the purpose of allowing that person to re-sell such Raffle ticket. Any Raffle ticket which has been resold in

violation of these rules shall be void. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these rules shall be ineligible to participate in the Raffle or to win a prize. A winner may transfer his/her prize to a third party provided that the following conditions are met: (a) the transferee would have otherwise been an eligible person to enter the Raffle; (b) the transferee shall be responsible for all taxes and costs described in these Rules; and (c) the transferee shall be bound by all terms and conditions of these Rules that are applicable to the winner.

15. General Conditions

- (a) By participating in the Raffle, entrants agree to be bound by these Rules and the decisions of the West Side Nut Club, which are final and binding.
- (b) The West Side Nut Club is not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic; including, without limitation, the incorrect or inaccurate capture of winner information online, or for lost, late, incomplete, damaged, destroyed, delayed, stolen or misdirected winner information.
- (c) These Rules are subject to all applicable Indiana state laws and regulations governing charity gaming and to the authority of the Indiana Gaming Commission.

16. Void Where Prohibited

Participation in this Raffle is void where prohibited.

17. Data Privacy and Use of Information

Any personal information collected by West Side Nut Club Inc. during the Raffle (excluding winner's name, likeness, etc., as described herein) will be used solely for the purpose of administering the Raffle and fulfilling prizes. For online purchases as approved by the IGC, entrants will have the option to provide explicit consent via an opt-in checkbox for their information to be used for future communications related to West Side Nut Club activities. Otherwise, this information will not be used for future communications unrelated to the Raffle, nor will it be sold or shared with third parties for marketing purposes.

18. Anti-Tampering and Fraud

West Side Nut Club Inc. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Raffle, the software used, or who violates these Rules. Any attempt by an entrant to deliberately damage any

website or undermine the legitimate operation of the Raffle may be a violation of criminal and civil laws, and should such an attempt be made, West Side Nut Club Inc. reserves the right to seek damages from any such entrant to the fullest extent permitted by law.

19. Severability

If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules, which will remain in full force and effect.

20. Governing Law and Jurisdiction

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of an entrant and/or West Side Nut Club Inc. in connection with the Raffle, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to its conflict of law principles. All disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in Vanderburgh County.

All participants agree that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any prizes awarded, shall be resolved individually, without resorting to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this raffle, but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

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