

**CREEKVIEW HIGH SCHOOL BAND BOOSTER CLUB
2011 COW PATTY PLOP RAFFLE
PROCEDURES & TERMS AND CONDITIONS**

RAFFLE PROCEDURES:

1. A spreadsheet of randomly sequenced whole numbers from 1 through 48,000, without replication, shall be printed in a layout of 300 columns by 160 rows in the same manner that a football field could be subdivided into 48,000 1 ft. X 1 ft. squares.
2. The spreadsheet shall be fastened to a wall in the Creekview High School cafeteria during the 2011 Dinner, Silent Auction and/or Live Auction, and each page of the spreadsheet shall be positioned so that each number representing the 1 ft. x 1 ft. squares described above shall be as evenly spaced as possible to the satisfaction of the Raffle Judges.
3. After the start of the 2011 Dinner, Silent Auction and/or Live Auction, at least one cow will be brought onto one of the athletic fields adjacent to Creekview High School, and the cow(s) will be allowed to wander anywhere within the confines of the field.
4. Assuming any cow *substantially defecates*, within one (1) hour after being placed onto the field, and only after the cow has been taken to the center of the field, the Raffle Judges shall correlate the location of the 'cow plop' with the corresponding number on the spreadsheet mentioned in #2 above.
5. The individual who purchased the number corresponding to the square where the Raffle Judges determine that the preponderance of the 'cow plop' landed shall be declared the Winner of the Cow Patty Plop, and such Winner shall be entitled to receive the Plop Prize. Or, if no one purchased the specific number where the 'cow plop' landed, then the person who purchased the square, the center of which being the closest to the centerpoint of the 'cow plop' shall be declared the Winner.
6. The Raffle Judges shall identify the Winner and provide the Winner with a letter informing him/her that he/she has won the Plop Prize. The Raffle Judges shall make every effort to notify the Winner that he/she has won the Plop Prize during the 2011 Dinner, Silent Auction and/or Live Auction.
7. To ensure that someone wins the 2011 Raffle, the Raffle Judges shall identify at least six (6) other 1 ft. x 1 ft. squares which are close to the centerpoint of the 'cow plop' so that if the Winner cannot be located or if the Winner is disqualified, then a Winner, Alternate can be identified.

RAFFLE PROCEDURES, ALTERNATE:

These alternate procedures shall be followed in any event or reason that the cow cannot *perform her duty* as described in #4 above:

- 5A. The Raffle Judges shall select someone who shall be blindfolded and spun around 3 times. From a distance of fifteen feet, he/she shall be given one (1) dart to throw at the spreadsheet on the wall; however, if the dart does not hit within the perimeter of the numbers on the

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spreadsheet, he/she shall be given the opportunity to try as many times as necessary until the dart hits within the perimeter of the numbers. The dart does NOT have to stick in the wall. The person who purchased the number that is hit by the dart (or the closest to being hit) shall be declared the Winner of the Cow Patty Plop, and such Winner and shall be entitled to receive the Plop Prize.

- 6A. The Raffle Judges shall identify the Winner and provide the Winner with the Plop Prize.
- 7A. To ensure that someone wins the 2011 Raffle (alternate version), the Raffle Judges shall identify six (6) other numbers which are closest to the impact point of the dart thrown in #5A above so that if the Winner cannot be located or if the Winner is disqualified, then a Winner, Alternate can be identified.

RAFFLE TERMS AND CONDITIONS:

DEFINITIONS:

“CHSBBC” shall mean the Creekview High School Band Booster Club.

“Non-Student” shall mean anyone other than a Student and shall specifically include band directors, CHSBBC members, parents or guardians of Students and all other individuals assisting with the 2011 Dinner, Silent Auction and/or Live Auction.

“Raffle” shall mean the Cow Patty Plop Raffle, which shall also include any ancillary events that may be held in conjunction with the Raffle.

“Raffle Judges” shall mean the three (3) individuals selected by the CHSBBC prior to the Raffle to ensure that the Raffle Rules are followed and to render any and all decisions required by these Raffle Rules. Any decision(s) reached by the Raffle Judges shall be by majority only (at least two (2) out of three (3) must agree to reach any decision under these Raffle Rules). All decisions of the Raffle Judges shall be FINAL!

“Raffle Rules” shall include the (a) Raffle Procedures (which shall also incorporate Raffle Procedures, Alternate) and (b) Raffle Terms and Conditions. The Raffle Rules shall be subject to minor changes, as determined by the Raffle Judges, up to noon on the day of the Raffle.

“Student” shall mean any member of the 2011 – 2012 Creekview Marching Band, Color Guard or Pit.

“Prize Budget” shall mean an amount not-to-exceed Four Thousand Dollars (\$4000). Such Prize Budget shall be limited to the Package described in Plop Prize below.

“Winner” shall mean the individual who is deemed to have won the Raffle as determined by the Raffle Judges and who has not been disqualified or who may have forfeited his/her rights under this Raffle.

“Winner, Alternate” shall mean the person who wins the Plop Prize by virtue of either (1) the Winner being disqualified, or (2) the individual who purchased the next closest number to the 1 ft. x 1 ft. square where the ‘cow plop’ falls or the dart impact point on the spreadsheet, as the case may be, assuming that no one purchased the specific number corresponding to the square where the Raffle Judges determine that the preponderance of the ‘cow plop’ landed or the dart impacts.

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DISQUALIFICATION. If the Winner does not possess or is not willing to provide his/her Social Security number to CHSBBC for the purposes of any applicable tax reporting, then the Winner shall be disqualified. Or, if a Winner purchased a ticket with a check that is returned unpaid to CHSBBC by the bank for any reason whatsoever, then that ticket shall be considered void, and the Winner shall be disqualified. Lastly, if the Winner of the Raffle refuses to sign the Letter of Agreement as described in Entire Agreement below, then the Winner shall be disqualified. In the event of any Winner being disqualified, then that individual forfeits his/her rights under these Raffle Rules, and a Winner, Alternate shall be determined as per Winner, Alternate above.

ENTIRE AGREEMENT. These Raffle Rules constitute the entire agreement between any individuals who may choose to purchase one or more raffle tickets and CHSBBC. Nothing else, whether verbal or in written form shall have any effect whatsoever upon the conduct, responsibility or liability of any of the parties herein. Within two (2) weeks after being declared the Winner of the Raffle, the Winner shall sign a Letter of Agreement, as prepared by CHSBBC confirming and agreeing that in exchange for CHSBBC's provision of, or promise to provide, the Plop Prize as described within this document, the Winner of the Raffle agrees to and accepts all of these Raffle Rules, and the Winner further agrees that once CHSBBC has provided the Plop Prize, or at least has made the Plop Prize available to the Winner in accordance with these Raffle Rules, then CHSBBC shall bear no further liability whatsoever, and Winner shall agree that CHSBBC has fulfilled all of its contractual obligations.

FORCE MAJEURE. In the event that the Raffle cannot be held in conjunction with the 2011 Dinner, Silent Auction and/or Live Auction in accordance with these Raffle Rules due to events or conditions beyond the reasonable control of the Raffle Judges or CHSBBC, including, but not limited to acts of God, then an alternative date will be selected by the Raffle Judges, and the Raffle shall be carried out in accordance with these Raffle Rules just as if there had been no delay. In no event shall CHSBBC or the Raffle Judges or any other person be held liable for any damages caused by any delays, including, but not limited to any act of force majeure.

LIMITATION OF LIABILITY. Notwithstanding anything to the contrary, CHSBBC's total liability for this Raffle shall not exceed four thousand dollars (\$4000), and under no circumstances shall CHSBBC, Creekview High School, Carrollton-Farmers Branch Independent School District, its employees, officers or staff, the Raffle Judges or anyone else connected with this Raffle, including volunteers, be liable for any indirect or consequential damages that may arise out of this Raffle, the Raffle Rules or the 2011 Dinner, Silent Auction and/or Live Auction. Further, all ticket buyers agree that under no circumstances shall CHSBBC, Creekview High School, Carrollton-Farmers Branch Independent School District, its employees, officers or staff, the Raffle Judges or anyone else connected with this Raffle, including volunteers, be liable for any damages whatsoever in the event that tickets were purchased from any Student or Non-Student, but for some or any reason(s), such tickets and the accompanying money were not returned in a timely basis into CHSBBC to be considered a valid/purchased ticket. All deliveries of Virtual Tickets and money shall be on a best-efforts basis only, and CHSBBC makes no guarantee that such Virtual Tickets will be returned on a timely basis.

NO ALTERATION. In no event shall any Student or any Non-Student who may or may not be engaged in the selling of tickets for the Raffle have any authority to change or modify the Raffle Rules.

NO DISPUTE. Every individual who purchases one or more tickets for the 2011 Raffle understands and agrees that these Raffle Rules solely shall govern the Raffle, and the Winners of any Prizes provided herein further agree that they have no rights beyond those specifically described herein. Should any Winner refuse to accept any Prize in accordance with these Raffle Rules or request any changes to these

Raffle Rules, then, any such Winner shall be deemed to have forfeited his/her Prize, and no refunds or other compensation shall be given whatsoever.

NO EXCHANGE. In no event shall the Winner of the 2011 Raffle be entitled to request any prizes other than the Prizes describe herein. This especially excludes any exchange of any Prize for cash.

NO REFUND. In case any Winner does not utilize the full value of any Prize for any reason whatsoever, the Winner understands, and the Winner agrees that NO refund of any sort shall be forthcoming, and this especially excludes any cash refunds.

NO TRANSFER. The Winners of any Prizes from the 2011 Raffle may not unilaterally transfer any Prize to any another person(s); however, any Winner may request that the Raffle Judges transfer a Prize to another person, and approval of such request shall not be unreasonably withheld. However, before any transfer is made, the original Winner must certify in writing that any such transfer is for gifting purposes only, and that he/she is not receiving any compensation in exchange for the transfer. Further, the person who receives the gift from the Winner must agree, in writing, that he/she shall be responsible for any and all tax liability as described in Taxes below.

NO VIOLATION OF LAW. Every effort has been made to ensure that this Raffle is being conducted in full compliance with Texas' law governing charitable raffles ("Occupations Code Chapter 2002, Charitable Raffles", hereafter "Occupations Code"); however, in the event that these Raffle Rules conflict with any aspect of the Occupations Code, then the conflict shall be settled in accordance with the Order of Precedence below. The laws of the State of Texas shall govern this Raffle.

ORDER OF PRECEDENCE. In the event of any conflict in these Raffle Rules or Occupations Code Chapter 2002, Charitable Raffles, the following order of precedence shall be followed: (1) Occupations Code Chapter 2002, Charitable Raffles, and (2) Raffle Rules. In the event of any conflict within the Raffle Rules themselves, the following order of precedence shall be followed: (1) Raffle Terms and Conditions, and (2) Raffle Procedures.

PLOP PRIZE. The Winner of the 2011 Plop Prize shall be entitled to a Hawaiian beach front home rental on Oahu with a 7 night/8 day stay and \$1000 for travel and/or meal expenses. Prize Package is subject to availability at the discretion of the Raffle Judges. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TOTAL BUDGET FOR THE ENTIRE PRIZE PACKAGE SHALL NOT EXCEED FOUR THOUSAND DOLLARS (\$4000).**

PUBLICITY. The Winner agrees that CHSBBC may use his/her name ONLY for minor publicity endeavors for future fund-raising efforts that CHSBBC may attempt.

TAXES. The Winner shall be responsible for his/her own taxes (if any) for winning the Raffle. If applicable, and within the time period prescribed by law, CHSBBC shall provide the Winner with appropriate documentation stating the value of the Prize won and within the year during which the Prize is claimed. Notwithstanding anything to the contrary, the Winner of the Plop Prize agrees that CHSBBC shall bear no responsibility whatsoever for any tax liability created by virtue of winning this Raffle. All tax liability (if any) shall be the responsibility of the Winner. In the event that the Winner of the Plop Prize is disqualified or forfeits the Plop Prize, CHSBBC shall not report the Plop Prize for any tax reporting purposes.

TICKETS. No person is eligible to win the Raffle unless he/she has purchased a ticket from a Student or from a Non-Student. Tickets shall be 'virtual', and receipts shall not be given—purchasers' names and

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phone numbers shall be listed on numerically controlled Virtual Ticket Sheets. Tickets may be purchased up to fifteen (15) minutes before the cow(s) enter the field as described in Raffle Procedure #3 above. The Raffle Judges shall declare the ticket sales cut-off time, and such cut-off shall be announced over the public address system at the 2011 Dinner, Silent Auction and/or Live Auction.

TIME LIMIT. The Winner of the 2011 Raffle may take advantage of the prize package as described in “Prize” above. In no case shall the prize be accepted no later than August 01, 2012. Notwithstanding anything to the contrary, if the Winner does not accept the prize on or before that date, the Winner shall be deemed to have forfeited all rights from this Raffle, and CHSBBC shall be released from all liability in connection with the Plop Prize.