ReDiscover’s Car Fundraiser
Terms and Conditions

By participating in “ReDiscover’s Car Fundraiser,” participants agree to be bound by these Terms and Conditions. “ReDiscover’s Car Fundraiser” is a fundraiser to support programs for the uninsured or under-insured clients of ReDiscover, a Missouri nonprofit corporation (“ReDiscover”) for mental health and substance use disorders. By participating in “ReDiscover’s Car Fundraiser”, entrants acknowledge, understand and agree that their participation in the drawing is voluntary.

Sponsor- “ReDiscover’s Car Fundraiser” is sponsored by ReDiscover. All decisions made by ReDiscover with respect to “ReDiscover’s Car Fundraiser” are final.

Eligibility- “ReDiscover’s Car Fundraiser” is open to legal residents of the State of Missouri, United States. You must be 18 years of age or older and have a valid driver’s license to participate. Board members of ReDiscover and the Executive team of ReDiscover and members of their households are not eligible to participate in “ReDiscover’s Car Fundraiser”.

How to enter- Drawing entries are available for purchase during the Entry Period (as defined below) at https://ReDiscoverCar.givesmart.com. To constitute a valid entry, you must meet the eligibility requirements herein and timely submit all required information on the online entry form.

Cost- The purchase price of each entry is $25.00 and is non-refundable. Each entry provides one chance to win the Prize.

Entry Period- Entries for “ReDiscover’s Car Fundraiser” will be available for purchase beginning on August 17th, 2020, and ending when all entry entries have been sold, or at 11:59 p.m. CST on June 4, 2021, whichever occurs first (the “Entry Period”). ReDiscover will sell a maximum of 6,000 entries for “ReDiscover’s Car Fundraiser”.

Transferability- “ReDiscover’s Car Fundraiser” entries are non-transferrable. A sale or transfer of a drawing entry to any other person constitutes a waiver of the right to claim the Prize.

Drawing- The drawing will be held during a “ReDiscover’s Car Fundraiser” virtual event. ReDiscover will announce the date and time of the virtual event at the end of the Entry Period via ReDiscover’s social media pages and by sending an email to the entrant’s email address provided at time of entry.

Prize- The entry prize is a 2020 Chevrolet Blazer with a manufacturer’s warranty (the “Prize”), which ReDiscover will transfer to the winner “as is.” The vehicle may have up to 700 miles indicated on its odometer due to its transport around the area during the Entry Period.

Notification- The winner of the Prize does not need to be present at the virtual “ReDiscover’s Car Fundraiser” event to win. ReDiscover will notify the tentative winner using the telephone number and/or email address provided during entry. ReDiscover will also announce the tentative winner at the “ReDiscover’s Car Fundraiser” virtual event.

Claiming the Prize; Affidavit of Eligibility- To claim the Prize, the tentatively selected winner of the drawing shall be required to (1) respond to ReDiscover as directed in the notice within 5 days of the date of the first notice of award; and (2) complete, sign, and return to ReDiscover as directed, within 10 days.
after the date of the first notice of award, ReDiscover’s prize acceptance documents, including but not limited to (a) an affidavit of eligibility (including proof of eligibility upon request) attesting to the tentative winner’s eligibility and compliance with these Terms and Conditions, (b) a waiver of liability, (c) a publicity authorization and release, and (d) an IRS Form W-9 (collectively, the “Acceptance Documents”). If any tentatively selected winner fails to timely respond or comply with these requirements, or if ReDiscover determines a tentatively selected winner is ineligible after review of the Acceptance Documents, as applicable, then such tentative winner will be disqualified. If any tentatively selected winner is disqualified for any reason, ReDiscover will award the Prize to an alternative winner by random drawing consistent with the above terms. Final selection of the winner of the Prize is subject to verification of compliance with the eligibility and entry requirements outlined in these Terms and Conditions.

**Income Tax** - Each Participant acknowledges and understands that the IRS has taken the position that amounts paid for chances to participate in drawings, lotteries, and similar programs conducted by a 501(c)(3) organization are not gifts and, therefore, the price of the entry does not qualify as a deductible charitable contribution to ReDiscover for federal income tax purposes. ReDiscover will pay, on the Prize winner’s behalf, the amount of $2,000 to go towards the federal income tax that federal law requires. ReDiscover will issue Form W-2G to the winner of the Prize and the Internal Revenue Service to report the total Prize winnings, which will be an amount equal to the fair market value of the Prize plus the $2,000 paid by ReDiscover to go towards the federal income tax on the winner’s behalf. Other than the $2,000 to go towards the federal income tax, the winner of the Prize is responsible for any and all other costs incurred by such winner in connection with accepting and owning the Prize.

**Title** - ReDiscover will transfer the Prize to the winner free and clear of all debts, financing, and liens.

**Amendments** - ReDiscover Behavioral Health reserves the right to amend the terms, conditions, and procedures of “ReDiscover’s Car Fundraiser” at any time without the consent of any other person.

**Grant of Rights; Waiver and Release of Liability** - By participating in “ReDiscover’s Car Fundraiser,” each entrant (1) grants to ReDiscover an irrevocable, perpetual, unrestricted and worldwide right to use entrant’s name and likeness in its advertising and promotional materials, regardless of the type of media, the content of the advertisement or promotion, or the manner of publication, broadcast, or distribution (including, without limitation, Internet); and (2) agrees (a) to be bound by these Terms and Conditions and the decisions of ReDiscover as the sponsor; (b) to release and hold harmless ReDiscover and its Board of Directors, members, officers, employees, and agents from any and all liability, loss or claim arising out of participation in the “ReDiscover’s Car Fundraiser” fundraiser or from the acceptance, possession or use of the Prize, including, without limitation, claims based on publicity rights, defamation or invasion of privacy, and agree that the liability, if any, of ReDiscover and its Board of Directors, members, officers, employees, and agents shall be limited to the price of one drawing entry; (c) that ReDiscover may send to such entrant marketing, advertising and promotional materials to the address(es) provided in the entry form; and (d) that ReDiscover is not responsible for and cannot be held liable for unauthorized human intervention, technical errors, delays, or any other errors in the administration of the “ReDiscover’s Car Fundraiser”.

**Governing Law and Venue** - The “ReDiscover’s Car Fundraiser” and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Missouri. Any dispute relating to “ReDiscover’s Car Fundraiser” must be held in courts of competent jurisdiction in Jackson Co, Missouri.
By submitting a drawing entry, each entrant agrees to the personal jurisdiction of such courts for purposes of any such action.