

2026 Tri City Health Partnership (TCHP) Raffle Privacy Policy, Terms, Rules, and Regulations

IMPORTANT

Please read the following TCHP Raffle Privacy Policy, Terms, Rules, and Regulations (i.e., Terms of Use) (together referred to as the “Terms”) carefully before participating in the TCHP Raffle. By participating in the TCHP Raffle and any associated online component or programs, features, and content (“Raffle”) operated or offered by or on behalf of TCHP and on which these Terms appear, you are agreeing to be bound by the Terms. If you do not agree with the Terms, do not participate in the Raffle.

These Terms constitute a binding agreement between you and TCHP and are accepted by you upon your participation in the Raffle. These Terms are the entire agreement between you and TCHP regarding the Raffle and supersedes and replaces any prior agreements between you and TCHP regarding the Raffle. By participating the Raffle, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

Privacy Policy

Information Collected from You – General Information:

- First and Last name.
- Email address and other identifiers.
- Phone Number
- Current Location (address, city, and state)

Security Measures

TCHP implements technical and organizational measures in an effort to protect personal data from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into account the nature of the personal data that we process and risks associated with special categories of personal data we collect including encryption of your personal data and credit card information. TCHP also does not store credit card information. TCHP will not sell or share your information with any third parties other than to facilitate the redemption of the raffle prize.

What We Use the Data For

TCHP uses your data so that we can determine the winner of the raffle and contact the winner of the raffle. Your information may be used to contact you for promotional purposes like other fundraisers affiliated with TCHP.

Data Retention Policy

In certain cases, we may need to retain personal information for purposes required under applicable law, for tax or audit purposes, or for other purposes permitted under law.

Policy Updates

TCHP reserves the right to change or modify this Privacy Policy at any time. Any changes will be effective upon being posted unless we advise otherwise. If we make any material changes to this Privacy Policy, we will notify you by means of a notice or by email if you are registered prior to the change becoming effective. By continuing to participate in the TCHP Raffle after changes are made to this Privacy Policy, you agree to such changes. We encourage you to periodically review this Privacy Policy for the latest information on our privacy practices. If you do not accept the terms of this Privacy Policy, do not register.

OFFICIAL TCHP RAFFLE TERMS, RULES, AND CONDITIONS

The Tri City Health Partnership (“TCHP”) Raffle (“Raffle”) begins on Friday, April 17, 2026 and ends on Friday, May 22, 2026 (“Raffle Period”) and licensed by Kane County, IL. The raffle drawing will take place at 318 Walnut Street, St. Charles, IL. Two grand prize winners will each receive 2 VIP tickets to the Crossroads Guitar Festival at the Moody Center in Austin, TX on September 26 and 27, 2026. Two second prize winners will each receive 2 VIP tickets to an Eric Clapton concert at the United Center on September 11, 2026.

Notwithstanding the foregoing, TCHP reserves the right to alter the times, dates, and locations of the Raffle in its absolute discretion.

The Raffle is open to residents of the state of Illinois only. Official drawing date and location subject to change. (All winners are responsible for all Federal, State and Local Taxes, if any, associated with Prize received.)

1. RAFFLE ELIGIBILITY.

The Raffle is open to all persons aged eighteen (18) years of age or older and over who have an Illinois address.

TCHP staff are not eligible to win.

Winners need not be present to win.

2. DETAILS OF RAFFLE ENTRY & PARTICIPATION.

Raffle tickets ("Tickets") are one hundred dollars (\$100) each. Only 200 Tickets will be sold.

The raffle ticket purchase price does not qualify as a charitable contribution. Personal checks should be made out to "Tri City Health Partnership." Raffle purchases must be paid for by cash, check, credit card or ACH. Internet and mailed entries and payments must be received by TCHP no later than 6:00 pm CST on May 21, 2026. All entries must include an email address and payment. Any Entry Form and payment received after 200 tickets have been sold will be returned. Subject to availability, those who purchase Tickets ("Participants") may purchase as many tickets as they wish.

TCHP reserves the right to disqualify false entries or entries suspected of being false, and any illegible, defective, incomplete or physically altered Entry Forms and entries that do not include valid or complete payment.

No Refunds: All raffle ticket purchases are final and non-refundable, with the exception noted above if tickets are no longer available.

Prize Conditions: The prize consists of tickets to the Crossroads Festival and associated Eric Clapton concert and is subject to the terms, conditions, and policies of the event organizer and venue.

Event Cancellation: In the event that the Crossroads Festival or the Eric Clapton concert is cancelled for any reason, TCHP shall have no obligation to provide refunds for raffle ticket purchases or to offer a substitute prize.

Non-Transferability: Raffle tickets and prize awards are non-transferable and may not be sold or exchanged.

No Cash Value: The prize has no cash value and may not be redeemed for cash or substituted by the winner.

Winner Responsibility: The winner is responsible for all expenses not expressly included in the prize, including but not limited to transportation, lodging, meals, and incidental costs.

Drawing & Notification: The winner will be selected at random and notified using the contact information provided at the time of purchase. TCHP is not responsible for incorrect or incomplete contact information.

Compliance with Laws: This raffle is subject to all applicable federal, state, and local laws and regulations.

TCHP is not responsible for printing errors in any Raffle-related material, or for lost, late, misdirected or non-delivered mail or corrupt internet messages, or any other failure to receive orders or deliver receipts prior to the drawing deadlines. All entries become the property of TCHP and will not be returned.

3. PRIZES.

Two grand prize winners will each receive 2 VIP tickets to the Crossroads Guitar Festival at the Moody Center in Austin, TX on September 26 and 27, 2026. Two second prize winners will each receive 2 VIP tickets to an Eric Clapton concert at the United Center on September 11, 2026.

4. NOTIFICATION.

Winner(s) whose Ticket number(s) are drawn at the Prize Drawing will be deemed the winner of the prize for that particular selection ("Selected Winner"). Selected Winners will be notified by email, telephone and/or U.S. Mail using the information provided on the Entry Form. If any Selected Winner cannot be located or fails to return attempts to contact him or her within fifteen (15) days after TCHP's first attempt to contact him or her, such Selected Winner will be deemed to have forfeited his or her prize. Another Selected Winner will not be drawn. The prize shall be forfeited if the Selected Winner(s) cannot be reached or cannot accept or receive the prize for any reason.

Winners names and contact information will be shared with the concert organizers who will contact winners directly to provide ticket information. Winners of the raffle will be required to show photo identification at the venue to receive tickets to enter.

5. USE OF LIKENESS IN PROMOTIONAL MATERIALS.

Selected Winner acknowledges and agrees that TCHP shall have the right to use the appearance, poses, likeness and/or any photograph or video of Selected Winner (collectively, their "Likeness"), as same may be exploited and exhibited in any and all media used by TCHP, in perpetuity without any compensation to Selected Winner. These rights shall include the right to use my Likeness for any advertising, promotion and fundraising.

Selected Winner waives any right of inspection or approval of his or her Likeness or the uses to which his or her Likeness may be put, or any statements or inferences made about Selected Winner, or any part of the Likeness. Selected Winner expressly releases TCHP and TCHP's agents, employees and representatives, from all claims which Selected Winner has or may have for invasion of privacy, defamation, portrayal in a false light or any and all other causes of action arising in any way out of the use of Selected Winner's Likeness.

Selected Winner acknowledges that the Likeness is the sole and exclusive property of TCHP, and TCHP shall be entitled to all rights of ownership and all rights of copyright in and to the Likeness. Selected Winner acknowledges that Selected Winner has volunteered his or her Likeness for the consideration listed above. I understand that TCHP will be relying on this Release and expending money in connection with use of the Likeness and that Selected Winner shall not be entitled to terminate, rescind or cancel this Release for any reason. Selected Winner acknowledges that no payments resulting from the use of the Likeness shall become due and owing to Selected Winner for any present or future uses or exploitations, and hereby release TCHP from any claims, obligations or liability relating thereto. Selected Winner acknowledges that the rights granted herein shall inure to the benefit of TCHP, its affiliates and related entities, and their respective successors, licensees and assigns, and such rights are freely assignable by TCHP.

Selected Winner hereby irrevocably and unconditionally releases, acquits, waives and relinquishes any and all rights to sue and forever discharges TCHP and each of its directors, predecessors, successors, assigns, agents, members, officers, employees, representatives, attorneys, affiliates, clients and all persons acting by, through, under or in concert with any of them.

6. PARTICIPANT RELEASE.

Participant irrevocably and unconditionally releases, acquits and forever discharges TCHP and its respective members, officers, employees, directors, agents, representatives, and insurers, and each of their heirs, successors and assigns, as

applicable (collectively, the "TCHP Releasees") from any and all rights, claims, actions, suits, liabilities, charges, debts, demands, rights, contractual obligations, claims for benefits, agreements, promises, sums of money, accounts, bills, judgments, orders, executions, liens, damages, liquidated damages, costs, expenses, attorneys' fees and any other liabilities or obligations arising from the beginning of time through the receipt of the Prize by the Prize Winner, including without limitation claims arising out of or related to (i) any other contract, agreement or understanding between them, and/or (ii) any other conduct by or actions of the TCHP Releasees (all of the foregoing being hereinafter referred to as the "Claims"). PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE PARTICIPANT CLAIMS MAY INCLUDE WITHOUT LIMITATION CONTRACTUAL AND QUASI-CONTRACTUAL CLAIMS, TORT CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS FOR FRAUD AND BREACH OF FIDUCIARY DUTY), AND STATUTORY CLAIMS, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATION OR ORDINANCE.

IT IS EXPRESSLY UNDERSTOOD by Participant that by participating in the Raffle is a complete and final release of the TCHP Releasees from any and all demands, claims, liabilities, obligations, indebtedness, costs, expenses, fees or other causes of action or any other losses whatsoever arising out of the Participant Claims including any unknown or unanticipated damages which may arise in the future.

Notwithstanding the foregoing, the release contained in this paragraph shall not release or apply to any rights or Participant Claims arising for non-payment of the prize to the Selected Winner.

7. TAXES.

Taxes, if any, are the sole responsibility of Selected Winner. Selected Winner hereby agrees and acknowledges that (a) he or she is solely responsible for any and all tax liabilities incurred by him or her or resulting from the Raffle, and (b) TCHP has not made any representations regarding the tax ramification of the Raffle to Selected Winner. Each Participant is advised to consult his or her own tax advisor(s) with respect to the tax liabilities that may arise from winning a prize in this Raffle. Participant represents that he or she understands that purchasing a Raffle ticket does not qualify as a charitable contribution.

8. GENERAL RAFFLE CONDITIONS.

TCHP reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Raffle or violating these Official Rules, and reserves the right to cancel the Raffle should it suspect fraud or for reasons out of the control of TCHP. Disputes regarding these Official Rules and/or this Raffle will be governed by the laws of the State of Illinois without giving effect to conflict of law principles, and jurisdiction and venue shall exclusively be the Sixteenth Judicial Circuit, Kane County, Illinois.

9. ALTERNATIVE DISPUTE RESOLUTION (“ADR”): In the event there is a dispute, claim, and/or other matters in question arising out of, or relating to these Terms or the breach thereof or default thereunder (the “Disputes”), the Participant hereto agrees to resolve the Disputes by utilizing alternative dispute resolutions methods as set forth in this paragraph and pursuant to 710 ILCS 5/1 et seq. The Parties shall negotiate in good faith to resolve Disputes, or any portion thereof, and if they are not able to resolve the Disputes fully, within 14 days following the notice of Disputes identified between the Parties, they shall submit the matter to binding arbitration with a neutral arbitrator, selected pursuant to the procedure set forth below:

The Parties’ Counsel shall identify a neutral arbitrator, being a person who is licensed to practice law in Illinois with experience in representing not-for-profit entities and neither previously involved in, nor consulted with, these Terms or the basis of the Disputes. In the event the Parties’ Counsel cannot agree upon a neutral arbitrator, the individuals identified by the Parties shall consult with each other and identify a single neutral arbitrator.

The Parties shall equally share in the costs of arbitrator to resolve the dispute. No discovery shall be permitted in the arbitration and the Parties shall be permitted to submit, and respond to, a position paper that may set forth the applicable facts and legal argument, not to exceed ten (10) pages and exhibits they intend to introduce at the hearing. The arbitration shall take place over a single day period, with each party having an equal period of time to present and defend their positions, that will include examination, cross-examination and presentment of evidence. The arbitrator shall provide a written award, which shall be binding on the Parties.

10. LIMITATION OF DAMAGES. IN NO EVENT SHALL TCHP OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, PARTNERS, OR ADVERTISERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR

PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE RAFFLE. IN NO EVENT WILL TCHP'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION OR INABILITY TO PARTICIPATE OR COLLECT ANY MONETARY AWARD RELATED TO THE RAFFLE EXCEED THE AMOUNTS YOU PAID TO TCHP FOR PARTICIPATION IN THE RAFFLE.

TCHP NOR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, PARTNERS, OR ADVERTISERS SHALL BE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH. WHERE ANY PROVISION IS EXPRESSED TO EXCLUDE OR LIMIT LIABILITY TO A GREATER EXTENT THAN PERMITTED BY APPLICABLE LAW, THAT PROVISION SHALL BE DEEMED TO ONLY EXCLUDE OR LIMIT OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.