Dream Home Terms and Conditions

\*ST. JUDE DREAM HOMEÂ® GIVEAWAY 2015 TERMS & CONDITIONS\*

Thank you for supporting the St. Jude Dream HomeÂ® Giveaway, conducted by

ALSAC/St. Jude Childrenâ€™s Research Hospital (St. Jude) or its local

fundraising chapter. \*Your purchase of one or more St. Jude Dream Home

Giveaway raffle ticket(s) signifies your agreement to the following

Terms & Conditions\*. In the event of any dispute, a reasonable

interpretation or determination by St. Jude regarding the application of

these Terms & Conditions is final and binding. The St. Jude Dream Home

Giveaway is void where prohibited by law.

\*Eligibility\*

To be eligible to purchase a ticket, you must be at least 18 years old

and a resident of the United States. The following persons, and their

employees and immediate family members, are not eligible to purchase a

ticket:

-Officers, directors, and employees of ALSAC or St. Jude Childrenâ€™s

Research Hospital;

The following persons, and their employees and immediate family members,

are not eligible to purchase St. Jude Dream Home Giveaway ticket within

the market in which they are providing services:

--St. Jude Dream Home Giveaway media and prize sponsors;

--St. Jude Dream Home Giveaway builders, developers, and volunteers;

--Members of Epsilon Sigma Alpha;

--St. Jude Dream Home Giveaway ticket outlets and sellers; and

--St. Jude Dream Home Giveaway auditors and accountants.

â€œImmediate family membersâ€ includes the spouse, parents, grandparents,

great-grandparents, brothers, sisters, children, grandchildren, and

great-grandchildren of the employee and his/her spouse. This definition

also includes individuals for whom an employee is the current legal

guardian or individuals who are not legally related to but who reside

with an employee, including "step" and adoptive relationships. The

determinations of St. Jude are final and binding with respect to any

matter arising out of the interpretation or application of these terms

and conditions.

A ticket purchased by an ineligible person is void, and cannot be a

winning ticket. No refunds will be made to ineligible purchasers.

A ticket issued in exchange for a check returned for â€œinsufficient

funds,â€ or for a credit card charge that was â€œdeclined,â€ or reported as

â€œinvalidâ€ or â€œstolenâ€ is void, and cannot be a winning ticket.

\*Tickets

\*A ticket represents a chance to win the opportunity to accept an offer

of the stated prize. All sales of tickets are final, and no refunds will

be paid. Tickets, prizes, receipts, and any winnerâ€™s rights are not

transferable. Purchases made via the toll free number are limited to a

maximum of 50 tickets per phone transaction. The IRS has ruled that a

payment for a raffle ticket is a tax-deductible charitable contribution

only to the extent the amount of the payment exceeds the price of the

ticket.

\*The Drawing\*

The winning ticket for each prize will be selected by a random drawing.

All tickets have an equal chance to win. Ticket purchasers need not be

present to win.

\*Winners\*

Each prize will be awarded to a winner. If the ticket has more than one

name on it, the prize will be awarded to the eligible individual whose

name appears first on the ticket. That individual is solely responsible

for allocating the value of the prize among the purchasers.

St. Jude will notify each winner in writing, sending a Winner

Notification Agreement (â€œWNAâ€) by certified U.S. mail, return receipt

requested, to the mailing address provided by the purchaser. Each winner

must accept the prize, â€œas is,â€ by signing the WNA and returning it to

St. Jude within 7 days after the date the WNA was received. If a winner

fails to accept the prize, the prize is forfeited and no substitute or

alternative prize will be provided. A forfeited prize will be awarded to

the next winner that was selected in the drawings.

Acceptance of a prize constitutes permission for St. Jude to use the

winnerâ€™s name, picture, video image, and relevant quotes to promote the

St. Jude Dream Home Giveaway, and agreement by the winner that the prize

will not be used for fundraising for another charity.

St. Jude may substitute a prize of equal or greater value if the stated

prize is not reasonably available. Travel prizes are subject to

availability, and other restrictions may apply.

The winner of each prize shall have no rights in or to the prize itself

until he has timely executed the WNA and returned it to St. Jude, and

until delivery of the prize to the winner has been completed. Until that

time, as between St. Jude and the winner, each prize remains the sole

property of St. Jude.

The winner accepting the house will take ownership subject to all

applicable federal, state, and local land use restrictions, and to any

covenants, rules, or other restrictions administered by a homeownersâ€™ or

condominium association, or other community.

\*Taxes\*

The value of each prize is includible in the winnerâ€™s gross income, and

may be subject to reporting by St. Jude to the Internal Revenue Service.

Each winner is solely responsible for payment of all federal, state,

and/or local income, sales, or use taxes due on account of his or her

acceptance of the prize. The winner of the St. Jude Dream Home Giveaway

house agrees that the value of the property reported by St. Jude for

income tax and other purposes will be based on the written appraisal

obtained by St. Jude from a licensed appraiser.

With respect to any prize whose value is more than $5,000, the Internal

Revenue Service requires St. Jude to withhold federal income tax at the

rate of 28%, and the winner must pay the amount of tax to be withheld to

St. Jude as a condition of transfer of ownership of the prize. The

winner of a vehicle in the St. Jude Dream Home Giveaway is responsible

for payment of applicable taxes, titling, and licensing fees. Winners

should consult a tax professional.

\*No Warranty

\*Each winner accepts the prize â€œas is,â€ and without recourse to St. Jude

with respect to any defect, injury, damage, or other problem that may

arise or become apparent with respect to the prize. \*St. Jude disclaims

any and all warranties with respect to each prize, including but not

limited to any warranty of fitness for a particular purpose.\*

\*Limitation of liability\*

Because St. Jude has no right to control, nor exercises any control,

over the personnel, equipment, or operations of any builder, seller, or

manufacturer of any prize, or any part of any prize, St. Jude assumes no

responsibility for any financial loss, personal injury, property damage,

or other loss, accident, delay, inconvenience, or irregularity that a

winner may experience by reason of (1) performance or nonperformance by

any supplier; (2) wrongful, careless, negligent, or unauthorized acts or

omissions by any supplier or its employees, or by any other party not

under the control of St. Jude; (3) any defect, breakdown, or other

failure of any aircraft, train, automobile, ship, accommodation, or

other equipment or instrumentality owned, operated, or otherwise used by

a supplier; (4) acts of God and acts or omissions of third parties; (5)

mechanical or construction failures; or any other event or condition

beyond St. Judeâ€™s control. Each winner hereby releases and holds St.

Jude harmless with respect to any claim based on any such occurrence.

St. Jude shall in no event be liable for special or consequential

damages arising from the use or ownership of any prizes.