

DONATE LIFE KENTUCKY TRUST UTV RAFFLE WINNER AGREEMENT

This Winner Agreement ("Agreement") is entered into by and between **Donate Life Kentucky Trust** ("DLKYT"), a Kentucky nonprofit organization, and the undersigned raffle winner ("Winner"). This Agreement sets forth the terms and conditions for acceptance of the prize awarded through the **2025 Donate Life Kentucky Trust UTV Raffle**, conducted pursuant to Charitable Gaming License #ORG-0001776.

1. Acknowledgement of Prize

The undersigned Winner acknowledges that they have been selected as the potential winner of the Grand Prize: a Utility Terrain Vehicle ("UTV") in the 2025 Donate Life Kentucky Trust UTV Raffle held on **August 20, 2025**, at 2:00 p.m. EST. Winner understands that the prize described herein is subject to the terms and conditions of the raffle, a copy of which has been provided to the Winner and is incorporated by reference.

2. Eligibility and Identification

Winner affirms that they are a **U.S. resident, 18 years of age or older**, and that they are **not an employee** of Donate Life Kentucky Trust. Winner affirms that their name was listed as the **purchaser** on the raffle ticket, and that the ticket is valid under the raffle's terms.

Allocation of any portion of the prize to additional parties is the responsibility of the Winner, and if applicable, IRS Form 5754 must be completed.

3. Acceptance of Prize

Winner must claim the prize **within thirty (30) days** of receipt of the Winner Agreement.

Winner understands they must:

- Complete all required documents, including this Agreement, a signed **IRS Form W-9**, and if applicable, **Form W-2G** and/or **Form 5754**, are completed and returned;
- Complete all legal and tax obligations including pre-payment of applicable federal income tax as required for prizes over \$5,000.

Winner may choose to donate the prize back to Donate Life Kentucky Trust. If so, this decision must be provided in writing within the 30-day window.

4. Prize Details and Responsibilities

Winner acknowledges the following:

- DLKYT provides no warranty on the prize and disclaims all representations. Manufacturer's warranties may apply.
- No substitutions or exchanges by the Winner are permitted. DLKYT reserves the right to substitute a prize of equal or greater value if necessary.
- Winner is solely responsible for all applicable taxes, registration, licensing, insurance, transportation, and delivery costs, as well as any desired accessories or upgrades.

5. Taxes and Legal Requirements

Winner is solely responsible for all federal, state, and local income taxes and any other applicable taxes, fees, or charges due as a result of accepting the prize. The IRS requires that taxes on prizes valued greater than \$5,000 must be paid. Winners are encouraged to consult a tax professional.

6. Publicity Release

Acceptance of the prize constitutes permission for Donate Life Kentucky Trust to use the winner's name, photograph, video image, and relevant quotes for promotional purposes.

7. Release and Indemnification

Winner releases and holds harmless DLKYT, its officers, directors, employees, agents, and affiliates from any and all liability, claims, or actions of any kind arising out of or in connection with participation in the raffle, acceptance, possession, use, or misuse of the prize.

8. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any disputes shall be resolved in the courts of Jefferson County, Kentucky.

9. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior discussions or representations. No modification is valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Winner Agreement on the dates indicated below.

WINNER INFORMATION

Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Date of Birth: _____

Social Security Number (for tax purposes): _____

Signature: _____

Date: _____

DONATE LIFE KENTUCKY TRUST REPRESENTATIVE

Name: _____

Title: _____

Signature: _____

Date: _____