



Raffle Rules

General and Definitions:

1. The nonprofit organization "Am Yisrael Chai" no. 11-3618003 (registered in 2001 in the United States) is a tax-exempt nonprofit organization in the United States (501c3) (hereinafter: "**the NPO**"), is holding a raffle sale, all of the profits of which shall be devoted to maintaining and promoting the NPO's activities and goals.
2. "**The Sale**" / "**the Raffle**": A raffle of one apartment, located at HaShofet Chaim Cohen 8 - Jerusalem, 14th floor,, between the participants who will donate to the NPO as set out in these Rules.
3. "**The Prizes**" / "**the Prize**":
 - 3.1. "**The Apartment**" - as set out in Appendix "A"
 - 3.2. One apartment will be raffled off overall subject to the sale of a minimum number of tickets in the Raffle as specified in Sections 26, 27.
 - 3.3. A winner who is not entitled under Section 4B of the Law of Return, 5710-1950, will not receive the Apartment - rather, a "prize alternative" that is equivalent to the value of the Apartment at the time of its acquisition; \$600,000 only.
 - 3.4. For any reason, should the winner not want the apartment, the "prize alternative" of \$600,000 cash will be given to the winner. This is subject to the sale of a minimum number of tickets in the Raffle, as specified in Sections 26, 27
4. The sale of the tickets and the Raffle will be held with the legal accompaniment and supervision of Advocate Yiska Binah (hereinafter: "**the Supervisor**" / "**the Raffle Holder**")
5. Ticket sales will take place G-d willing as of August 15, 2019 at 00:00 until December 23, 2019 at 23:59 New York Time (hereinafter: "**the Sale/ Raffle Period**").
6. "**The Raffle Date**": December 31, 2019 - 3rd of Tevet 5780.
7. "**The Raffle Website**": each of the clearing websites to which the participants are referred via a link which is on the website <http://www.TheDreamRaffle.com> and any other website linked through these clearing websites.

Participation Terms and Raffle Procedure:

8. The Raffle is open to all friends and supporters of the NPO, who will donate to the NPO (hereinafter: "**Participant**" or "**Friends of the NPO**" or "**Friend**").
9. Participation in the Raffle is for adults over the age of 18 only.
10. The Participant and/or one who wishes to participate in the Raffle agrees, confirms and declares through his participation that he has read the Rules and he accepts its provisions.

11. Participation in the Raffle is conditional upon registration and filling out the full information on the Raffle Website as set out and as required by the guidelines at the time of registration.
12. Participation in the Raffle is subject to full payment for a participation ticket (one or more).
13. The NPO may extend the period of the Sale without prior notice at its sole discretion.
14. When purchasing a Raffle ticket on the Raffle Website, the Participant accepts the terms of these Rules as well as the terms of the NPO's website (mutatis mutandis). In any case of contradiction and/or incompatibility between these Rules and any other publication regarding the Sale/ Raffle, of any type whatsoever, whether written or broadcasted, the provisions of these Rules shall prevail and shall be determinant.
15. The advertisements and various publications are for the convenience of the Participants solely. The breakdown into sections and the section headings are for convenience only and will not be used for interpretation purposes.
16. In these Rules, the use of the masculine gender is for convenience purposes only and it applies to the feminine as well.
17. By participating in the Raffle, the Participant confirms that he agrees to the Raffle Rules, and releases the NPO from any argument, demand or claim connected directly or indirectly with the Raffle, without exception.
18. Participation in the Raffle requires a minimum of one donation - as defined by the NPO in the Raffle advertisements and in Section 24 of these Rules.
19. The Participant in the Sale must enter the data defined as mandatory when registering for the Raffle.
20. The amount of the participation ticket fee will be paid by the Participant by entering his credit card or PayPal information directly on the Raffle Website.
21. Each ticket will entitle one equal chance of winning.
22. The NPO shall be entitled to carry out the Raffle either by digital means or by way of printing tickets and drawing them from a physical Raffle box subject to appropriate standards of transparency and supervision.
23. In the event that one has donated a number of times, each donation will be deemed an additional right to participate in the Raffle.
24. Ticket prices in the Raffle - for example, for illustrative purposes only:
 - 24.1. 1 ticket - \$ 180
 - 24.2. 3 tickets - \$ 510 - the price of each ticket is therefore \$ 170
 - 24.3. 7 tickets - \$ 1120 - the price of each ticket is therefore \$ 160
 - 24.4. 10 tickets - \$ 1500 - the price of each ticket is therefore \$ 150
 - 24.5. 18 tickets - \$ 2520 - the price of each ticket is therefore \$ 140
 - 24.6. 25 tickets - \$ 3250 - the price of each ticket is therefore \$ 130
 - 24.7. 50 tickets - \$ 6000 - the price of each ticket is therefore \$ 120
25. The NPO may change the prices of the tickets from time to time at its sole discretion.

26. Minimum sale of tickets for the Apartment is 7,000 tickets. The NPO undertakes to hold the Raffle for the Apartment only upon completion of the sale of at least 7,000 tickets. Insofar as this objective is not achieved, the NPO shall act as set forth in Section 30 of these Rules. (Note: The Dream Raffle 2018 sold over 10,000 tickets)
27. The NPO may hold a special sale as part of the Raffle, whereby to distribute free tickets to donors/ purchasers under certain conditions (e.g., 1+1 for free) as defined by it in the Raffle advertisements, while giving equal and fair opportunity to all Participants.
28. Regarding Sections 26 and 27 of these Rules, tickets that will be distributed free of charge as part of the sale - shall not be counted with the minimum quota required for the purpose of carrying out the Raffle of the Apartment.
29. If the goal of ticket sales in the minimum number of tickets for the Apartment (7,000) is not achieved, a Raffle will be held whereby a single winner will receive 50% of the actual proceeds from the Raffle (that is, not including tickets distributed free of charge as part of the sale). The aforesaid shall be carried out in accordance with the reports of the NPO's CPA/ the Raffle Supervisor, after the deduction of \$200,000 to cover the NPO's expenses in organizing the Raffle.

Locating the Winners and Redeeming the Prize

30. The Raffle will be carried out by drawing notes with information of the Participants and/or by other electronic means, in accordance with the guidelines of the Supervisor in such manner in which drawing the lot will be done randomly, transparently and fairly.
31. One winner shall be declared as the winner (hereinafter: "**the Winner**").
32. The NPO will publish the winning numbers on the Raffle Website at www.TheDreamRaffle.com
33. The winners must contact the NPO at the number **718-717-2080 (USA)** during normal working hours, or by email, info@TheDreamRaffle.com in order to redeem the Prize.
34. Once the winner makes contact, the NPO and/or anyone acting on its behalf shall perform a verification of the winning information with the candidate for the Prize.
35. A Participant whose ticket number was drawn from the lot will be asked to present the Raffle Holder with an ID card and/or any other identification document as determined by the Raffle Holder.
36. The winning of the Prizes is personal for the winner only, following fulfillment of all the following conditions (hereinafter: "**the Conditions of Receipt of the Prize**"):
 - 36.1. The Participant shall present all identification documents required by the Supervisor of the Raffle for the purpose of proving his win. If the Winner does not provide the required information / documents within 90 days, the NPO may cancel his win and transfer it to another winner.
 - 36.2. The Winner shall cooperate and do all that is necessary in order to transfer ownership of the Apartment in his name. If a Participant fails to do what is required for this purpose within 90 days, the NPO shall be entitled to transfer his win to another;
 - 36.3. The Winner has complied with all the terms of the Rules;
 - 36.4. The Winner (or the custodian on his behalf, as the case may be) signed a receipt and release document of the version attached hereto as **Appendix B**, within 48 hours from the date of contacting him (hereinafter: "**the Release Letter**").

37. Insofar as the Winner does not make contact in accordance with the times stated in these Rules and/or if a candidate for the Prize does not meet the criteria for receiving the Prize, this candidate will be disqualified, and the NPO and/or anyone acting on its behalf will attempt to contact a Winner who has been ranked after him. This provision shall apply mutatis mutandis if this next Winner will be disqualified, and so on until a winner of the Prize is reached.
38. **"Making Contact"**: conducting an actual conversation with the Winner, according to the information he provided when registering for the Raffle. The NPO and/or anyone acting on its behalf shall not leave notice for the Winner regarding his winning, and shall not pose any question aside from the Winner himself. If the Winner is a minor or is not competent to perform legal actions (as the case may be), the Raffle Holder and/or anyone acting on his behalf will hold the call with one of his parents or legal guardian. After contacting the Winner of the Prize, the date of delivery of possession of the property will be coordinated with him, or he will be requested to arrive at the offices of the NPO/ the Supervisor or anyone acting on their behalf on a date to be determined and notified thereof. A Winner who was not located and/or disqualified as aforesaid - his win shall be disqualified and he will not be entitled to any compensation.

The Prizes and the Manner of their Redemption

39. A Winner of the Prize who is not competent to perform a legal action shall be entitled to redeem the Prize accompanied by one of his parents and/or legal guardian only.
40. After and subject to the Winner's compliance with the terms of receipt of the Prize, coordinating the redemption of the Prize will be made between the Winner and the Prize provider directly.
41. For the avoidance of doubt it is clarified that if the Winner did not meet the conditions of receipt of the Prize or waived the Prize for reasons that are reserved with him, the NPO may grant the Prize to the Winner next in line.
42. A Prize Winner who waived the Prize or did not meet the conditions of receipt of the Prize will be precluded from raising any argument and/or claim and/or demand against the Raffle Holder and/or the Supervisor and/or anyone acting on their behalf for not distributing the Prize.
43. The Prize winner shall not be entitled to convey, transfer and/or assign the Prize to another, and he shall not be entitled to convert it into money, into a money equivalent, to receive credit in respect thereof and/or to replace it, except at the sole discretion of the NPO.
44. Without derogating from the provisions of these Rules and the provisions of any law, the NPO shall be entitled not to deliver the Prize to anyone who has obtained it by means of an offense and/or deceit and/or trickery and/or dishonesty or by an unlawful act, in any respect whatsoever.
45. The NPO will do everything necessary in order to transfer the ownership of the Apartment in the name of the Winners no later than 12 months from the day of carrying out the Raffle, provided that the Winner cooperated with the NPO and the Supervisor in order to receive the Prize and subject to any law.

Disclaimer

46. It is hereby clarified that the responsibility for providing the information applies only to the Participant, and the NPO has no and shall have no responsibility regarding the correctness and/or incorrectness and/or accuracy of the information provided as aforesaid.
47. In any event of a breach of these Rules and/or breach of the Raffle Website rules and/or breach of the Law and/or provisions of the Raffle and/or any of his undertakings to the NPO and/or the Supervisor and/or in the event that the information provided by the Participant are incorrect or inaccurate, the NPO and/or the Supervisor shall be entitled to disqualify the Participant / to terminate his participation in the Raffle and/or his

win and transfer the Prize at their sole discretion. The Participant waives in advance any demand and/or argument and/or claim against the NPO and/or the Supervisor as stated above.

48. Only a donation that is actually collected will be entitled to participate in the Raffle.
49. A Friend who does not provide his information in order to receive the Prize within 30 days from the day of carrying out the Raffle, the matter shall be deemed as a waiver of the Prize.
50. The Participant hereby declares that he and any person acting in his name or on his behalf shall have no argument and/or demand and/or claim against the NPO, its directors, employees and anyone acting on its behalf, inter alia, in all matters connected to and relating to the Raffle. The Participant hereby declares that this undertaking is irrevocable and not subject to cancellation or change.
51. The Raffle is based on computer programs that are not immune to any error or malfunction. The NPO does not guarantee that the Raffle will be held without a malfunction, error, fall or mistake, and the Participant will have no argument or claim as a result thereof.
52. Without derogating from the generality of the foregoing, it is expressly stated that participation in the Raffle is for amusement purposes, that errors may occur in the Raffle, and that in any event participation in the Raffle will not create for the Participant any cause, argument or claim connected directly or indirectly with the Raffle, its management, its results and/or anything involved therein.
53. The NPO, its directors, employees and anyone acting on its behalf are not responsible in any way whatsoever for any malfunctions due to faulty performance of the services connected with the Prize supplier or due to factors unrelated to the supplier/ force majeure.
54. The NPO may stop at any time and immediately, for any reason, at its sole and absolute discretion, the Raffle, in whole or in part, and/or change its terms, in a notice to be published on the Raffle Website. It is agreed that such notice shall serve as sufficient and appropriate notice and the Participants waive any claim regarding the termination or alteration of the terms of such Raffle as aforesaid.
55. Participation in the Raffle constitutes confirmation by the Participant of the entry of his name into the NPO's database. By updating his information, the Participant agrees that the NPO will be entitled to make use of the information provided by the Participant in order to update on sales as may be in the future, from time to time.
56. The NPO reserves the right to delay the delivery of the Prize for any reason it deems appropriate.
57. The NPO is entitled not to deliver the Prize to a Participant who won the Raffle through committing an act of deceit, an offense or in lack of good faith, even if he would have won even without the same act, and even if the act was committed in connection with another activity of the NPO.
58. Each Participant hereby declares: I agree to the Raffle Rules and release the NPO from any argument, demand or claim connected directly or indirectly with respect to the Raffle and/or the winning or non-winning thereof, without exception.
59. Responsibility for the orderliness of the Prizes and their nature does not apply in any way to the NPO and/or the Supervisor. It should be clarified and emphasized that the NPO and/or the Supervisor are not responsible for the quality, orderliness and nature of the prizes. Notwithstanding the provisions of this Section above, it is known and clear to the Participants that the Prizes provided by the NPO are transferred to the Winners in the same condition as their condition on the winning date ("as is") and that there is no obligation by the NPO/ the Supervisor to ensure that the Apartments are granted in a particular condition and/or nature and/or that any item would be free of any defect whatsoever.

60. If a malfunction of any kind whatsoever occurred, including but not limited to the website promoting the Sale and/or on the Sale website and/or on the website of the Raffle Holder, which may have a direct and/or indirect effect on the proper conduct of the Sale in any manner whatsoever, and/or which may prevent anyone interested from participating in the Sale, the Participants will have no argument and/or demand and/or claim against the NPO or anyone acting on its behalf.
61. The Participant and/or one who wishes to participate in the Sale hereby agrees, declares and undertakes that he is releasing the Raffle Holder and/or the Supervisor from any argument and/or claim and/or demand connected directly and/or indirectly to the Sale and/or to the Prize and/or its redemption.
62. The NPO or anyone acting on its behalf shall not bear and shall not be required to bear and shall not indemnify and shall not be required to indemnify any Participant, in respect of any expense and/or direct and/or indirect damages including consequential or tax damages incurred by him as a result of his participation in the Sale/ his win.
63. In the event of a malfunction and/or error in the Sale system, the NPO shall be entitled, at its sole and absolute discretion and subject to the approval of the Raffle Supervisor, to cancel the Raffle, the Prize to be distributed or to take any other action as it sees fit. Any such action shall be deemed as an addition to the Rules of the Sale and the Raffle, and will oblige every consumer and/or Participant in the Sale and Raffle.
64. The Participant and/or one who wishes to participate in the Sale agrees and undertakes that any malfunction, delay, etc., originating, inter alia, in a war, strike, disruptions in the telephone and computer communications systems or force majeure, shall not be considered at all a breach of these Rules, and shall not entitle him to any relief and/or right and/or remedy.
65. For the avoidance of doubt, no Participant in the Raffle will have any claim or right whatsoever in connection with the actions taken by the NPO or anyone acting on its behalf due to a malfunction and/or error as aforesaid, and/or in connection with any direct and/or indirect damage, including direct or indirect expenses, incurred by him by such actions.
66. In the event that the NPO and/or anyone acting on its behalf suspect that a Participant and/or another person has entered the Sale system and/or made any change to the database in the Sale system and/or acted in any other way not in accordance with the terms of these Rules, the NPO may disqualify this person and/or Participant and/or other Participants whose results in the Sale have been changed in this manner, and/or change any of the provisions of these Rules. The Participant waives in advance any demand and/or argument and/or claim against the NPO Holder or anyone acting on its behalf and/or the Supervisor as aforesaid.
67. For the avoidance of doubt, the records of the Sale system shall constitute decisive evidence in all matters related to the delivery and/or reception of information.
68. As part of this Sale, no claim will be made as to the correctness and/or incorrectness and/or accuracy of the information that were accepted in the system as aforesaid.
69. The Rules of this Sale will be found on the Sale website and at the Supervisor's offices.
70. Participation in the Raffle is forbidden to the employees of the NPO and the Supervisor, as well as to any of their assistants, employees, directors, partners and first-degree family members of all the aforementioned.
71. Any subject/ issue/ lacuna/ matter that lacks clarity that is not reflected in these Rules shall be brought before the Supervisor for a decision. The decision of the Supervisor shall be final and conclusive.

- Appendix A -

**Details of the Nature of the Prize to the Winner of the Raffle of
the "Am Yisrael Chai" NPO (11-3618003) on December 31, 2019**

The prize:

A Luxurious 3 room apartment in the "Zion Towers" project of the Achim Chasid Company - in the Arnona neighborhood of Jerusalem. The apartment is located at 8 HaShofet Chaim Cohen Street - 14th floor.

About the Project:

- 1. The project is located in the Arnona neighborhood of Jerusalem.**
- 2. "Zion Towers" is a luxurious deluxe project with 2 buildings.**
- 3. The project was built on the land known as Block 30139, Parcel 376, Plot no. 17 according to City Building Plan 5303.**
- 4. Each building in the project has 4 elevators, a luxurious lobby, a well-equipped gym, a shared garden that is maintained to the highest standard, underground parking lots and a common roof for the benefit of the residents - which offers a spectacular view, among others one can see from the roof - the Temple Mount, the Dead Sea, Greater Jerusalem, Gush Etzion.**
- 5. The project is mostly inhabited.**

The Apartment: Located on the 14th floor

- 1. Number of rooms: 3 + attached common property - as appears in the apartment registration.**
- 2. The apartment has a special balcony overlooking the Temple Mount, the Mount of Olives, Mount Scopus, the western neighborhoods of Jerusalem, the tomb of the prophet Shmuel, Binyamin, Har Gilo, Gush Etzion and more.**
- 3. The apartment has two bedrooms (one of which is a Protected Space - as required by the standards), a living room, kitchen and bathroom.**

- Appendix B -

Affidavit - Receipt, Confirmation and Release Letter

I, the undersigned, declare and confirm that in the framework of the "Donation to the Am Yisrael Chai Foundation" campaign (hereinafter: "the NPO") I won a prize: an apartment in the Project / the value of the apartment/ half of the total amount of donations.

I am aware that the responsibility for the orderliness of the prize and its nature rests exclusively with the prize supplier, and does not apply in any way to the NPO and/or to the Supervisor.

I hereby declare my consent to the publication of my personal information (including my photograph) regarding my win.

I, the undersigned, declare and confirm that I have no and will have no arguments and/or demands and/or claims against the NPO and/or anyone acting on its behalf and/or against the Supervisor in connection with my win and/or deriving from my win including legal and/or tax aspects that derive from my win.

I hereby release the NPO and/or its directors and/or anyone acting on its behalf conclusively and absolutely of any argument and/or demand and/or claim in respect of any harm or damage of any kind whatsoever that I shall incur as a result of the redemption of the prize, including in respect of financial damages/ tax damages/ bodily injuries and/or as a result of health problems or as a result of their aggravation, and which may be caused as a result of the redemption of the prize, including tax benefits that will be canceled in respect of the win and the provisions of any law that will be changed due to a change in my economic situation as a result of the win.

I hereby declare that I am not an employee or family member of the NPO.

Date _____

Name of the Winner _____

ID Number / Passport / Other Identification _____

Address _____

Telephone _____

Signature of the Winner _____

CERTIFICATION

I, Advocate _____ hereby certify that on the day of _____, Mr./Ms. _____ ID no. _____ appeared before me and identified himself with the following document _____ and after I warned him that he must declare the truth and that he would be liable to the penalties prescribed by law if he did not do so, he confirmed the correctness of the above stated declaration and signed it before me.

Date: _____

Signature and seal of the attorney: _____

The "Am Yisrael Chai" Raffle Website Rules
at www.TheDreamRaffle.com

General Provisions:

1. This website is a site operated by the nonprofit organization "**Am Yisrael Chai**" no. 11-3618003 (hereinafter: "**the NPO**"), through which it is possible to donate to the NPO and to observe its goals and activities and be updated about its activities.
2. Any use of the site, including giving a donation on the site, constitutes consent to act in accordance with these Rules, please read these Rules carefully.
3. The Rules are written in the masculine gender for convenience purposes solely and apply to both genders equally.

Performing and Canceling Actions:

4. Through this website, the NPO enables the donation of funds for the purposes and needs of the NPO, in an easy, convenient and prompt manner.
5. The person performing the transaction may contact the NPO with a request to change the billing information or cancel the transaction. The transaction may be canceled within 30 days from the day on which the donation notice was delivered by telephone or performed on the website.
6. The NPO shall make the required change in accordance with the policy currently in effect at that time at the credit card company, and subject to the credit card company's timetables and constraints.
7. Credit cards are processed by Stripe (or PayPal) and website is PCI Compliant as per industry standards.
8. In the event that the transaction was not approved by the credit card company, the transacting person will receive an appropriate notice thereof, in order to complete the transaction, the transacting person must contact the NPO offices by telephone at **718-717-2080 (USA)** during normal working hours, or via email at info@TheDreamRaffle.com.

Limitation of Liability:

9. The NPO shall not bear any liability for illegal activity carried out by users on the site or in respect of any other party which is not under its full control.
10. The information and content published on this site are intended to inform the surfer and the user of the site about the activities of the NPO, as well as about the nature and extent of the services it provides to the general public.
11. The NPO and its representatives shall bear no liability for direct and/or indirect and/or circumstantial damage, of any kind whatsoever, as a result of or as a consequence of the surfing and use of this site.
12. The links from this site to other sites, if any, are intended solely to ease things for the surfer, and neither the NPO nor anyone acting on its behalf bear or shall bear any responsibility for direct and/or indirect and/or circumstantial damage resulting from or caused to the surfer as a result of the surfer's referring to other sites as aforesaid or as a result of reliance on the information appearing or proposed therein.

Commitment to Privacy:

13. The site's operator will be entitled to use the user's personal information for internal purposes only.
14. The site operator undertakes to delete personal information of a user on the NPO's website and not to make any use of it for the purposes of the NPO, as stated above, if it is so requested by a user explicitly and in writing through correspondence by email to: info@TheDreamRaffle.com
15. The site's operator will not be deemed in breach of a privacy commitment or in violation of the privacy of a user due to any information that may identify a user or be tracked by another, resulting from the use of electronic means of communication in general and computer communications in particular.
16. The site operator does not share personal and identifying information of the user with third parties except with the credit card company connected to the site. Notwithstanding the foregoing, the aforesaid shall not prevent the site operator from sharing such information as it may be required in the framework of any legal proceeding and any demand and/or summons that shall be referred to it by competent authorities on behalf of the State and/or the Court, subject to any law.
17. The interpretation of these Rules and their enforcement and/or any action and/or dispute arising therefrom shall be made in accordance with the laws of the USA.
18. Any dispute or question in connection with these Rules shall be brought for adjudication in the competent courts in New York - USA.

19. If you do not agree to any of the terms and conditions of these Rules, please do not use this website.