



Indianapolis Museum of Art, Inc. DBA Newfields

Win a Trip to Australia Raffle

September 15, 2025 – October 15, 2025

Official Rules and Regulations

By purchasing a raffle ticket and participating in the Win a Trip to Australia Raffle ("the Raffle"), you agree that (1) the Raffle is a fundraising activity conducted by the Indianapolis Museum of Art, Inc. DBA Newfields (hereinafter "Newfields"), a 501(c)(3) charitable organization, in support of Newfields' mission; (2) the Official Rules and Regulations outlined below govern the conduct of the Raffle and together with the decision of Newfields, including resolutions of any disputes, are binding and final on everyone who purchases a Raffle ticket and/or presents a winning Raffle ticket; (3) it is the responsibility of the ticket purchaser to review these Official Rules and Regulations for modifications or supplements; (4) no modification of these Official Rules and Regulations will be effective and enforceable unless made by Newfields in writing; and (5) the Raffle is subject to all applicable Indiana laws and regulations, specifically charitable gaming activities are governed by Indiana Code: Charity Gaming Statute—4-32.3 and regulated by the Indiana Gaming Commission's Charity Gaming Division.

- 1. PURPOSE.** A portion of your ticket to *THE LUME Indianapolis* featuring *Connection: Land, Water Sky—Art & Music from Indigenous Australians* goes directly to the Indigenous artists and musicians whose work you see and hear in the exhibition. Raffle ticket purchases directly support Newfields' mission to enrich lives through exceptional experiences with art and nature. Funds directly support maintaining the art and nature collection, educational events, community programming, upcoming exhibitions, infrastructure improvements and more. Each and every Raffle ticket purchaser helps advance Newfields' mission.
- 2. SPONSOR.** The Raffle is sponsored by Dittoe Public Relations in Indianapolis, Indiana (the "Sponsor").
- 3. ELIGIBILITY.** Raffle ticket purchasers and the person claiming the prize must be a legal U.S. citizen or legal resident of the United States and who are eighteen (18) years of age or older at the time of purchase. Raffle tickets may not be purchased in the name of a business, trust, corporation, or other entity, or wherever prohibited by applicable law. Members of Newfields' Boards of Trustees and Governors, as well as employees, volunteers, interns, fellows, or their immediate family members or household members, are not eligible to win the Raffle. The Raffle winner may be required to sign an affidavit of eligibility. All federal, state, and local laws apply; offer void where prohibited by law.
- 4. TICKETS AND ENTRY.** The price per one (1) Raffle ticket is one U.S. Dollar (\$1.00). Tickets will also be offered for sale in multiple units to include fifty (50) Raffle tickets for twenty U.S. Dollars (\$20.00) and two hundred (200) Raffle tickets for fifty U.S. Dollars (\$50.00). There is no limit on the number of tickets an individual may purchase.
 - a. All Raffle ticket purchases must be made in cash or debit / credit card;
 - b. All Raffle tickets are available for purchase **only** on-site at Newfields;
 - c. All purchases are final; and
 - d. No refunds or replacements will be issued.



Raffle tickets may be purchased beginning at 10 AM EDT on September 15, 2025, though, and concluding at 3 PM EDT on October 15, 2025 (the "Entry Period"). Newfields has the right to shorten or extend the Entry Period. Newfields will conduct the drawing in accordance with the Raffle rules contained herein.

Individuals may enter the Raffle, if they meet the eligibility requirements, by agreeing to these Official Rules and Regulations and purchasing Raffle ticket(s) (thus becoming the "Participants") by doing the following:

- a. Purchase a ticket for entry to *THE LUME Indianapolis* at Newfields during the Entry Period;
- b. Visit *THE LUME Indianapolis* at Newfields in person during the Entry Period; and
- c. Purchase Raffle ticket(s) at the end of *THE LUME Indianapolis* at Newfields.

5. DRAWING AND WINNER SELECTION. One (1) winning Participant (the "Winner") will be selected via random drawing from all eligible entries on October 15, 2025 at 4 PM EDT at a live event at Newfields. Participants are welcome and encouraged to return to the Raffle drawing event, your Raffle ticket will get you into the event and will allow you to enjoy General Admission for that entire day. The Winner does not have to be present to win. If prize is not redeemed according to the Notification clause below, the prize is void and another winner may be drawn. All decisions by Newfields regarding eligibility and the Winner are final.

6. TRIP PRIZE. The grand prize will constitute a trip to Australia for one (1) Winner and one (1) guest (the "Trip Prize"). The Trip Prize is valued up to and not to exceed six thousand U.S. Dollars (\$6,000.00) total. The Winner and their guest agree that neither Newfields nor the Sponsor will be responsible for any costs or expenses in excess of six thousand U.S. Dollars (\$6,000.00) total. Trip Prize includes:

- Five (5) nights of accommodations in Sydney, Australia at a three to five (3–5) star hotel recommended by Newfields.
- Round-trip air transportation from Indianapolis International Airport in Indianapolis, Indiana, U.S.A. to Sydney Kingsford Smith Airport in Sydney, Australia.
- Newfields will provide a curated suggested itinerary and activities provided by *Connection* Artist Ambassador, Kate Constantine, including a walking tour, studio visits, gallery tours, and much more.
- *Accommodations, travel dates, and events are subject to availability.*
- Winner and their guest are responsible for the following:
 - Transportation to and from their city/state of residence to the Indianapolis International Airport in Indianapolis, Indiana, U.S.A.;
 - All additional fees associated with the hotel stay, upgrades to flight accommodations; and
 - Any and all other items not specifically mentioned as being included as part of the Trip Prize are the sole responsibility of the Winner and their guest including, but not limited to, unspecified ground transportation, passport fees, visa fees, airport fees/taxes, travel tax, travel insurance, room service, laundry service, spa treatments, internet access, unspecified meals, alcoholic beverages, upgrades, hotel incidentals, local and long-distance telephone calls, tips and gratuities, merchandise, souvenirs, personal items, baggage fees, government fees, service charges, any import/duty fees for potential winners, and all other costs and expenses not otherwise mentioned herein.

Trip Prize is non-transferable, and no cash or prize substitution is permitted. Travel must be completed within three hundred sixty-five (365) calendar days of the winner receiving notification of winning and is subject to availability, blackout dates, and any applicable travel restrictions. Winner and guest are responsible for possessing valid passports and complying with any and all visa and entry requirements and all costs associated therein.



- 7. TRAVEL DISCLAIMER.** Winner and their guest are solely responsible for obtaining all necessary and required travel documents (e.g., passport, visa, medically advisable immunizations, proof of required vaccinations via a vaccine card, vaccine passport, health certificate, etc.) and other travel requirements. Passports must be valid for minimum six (6) months after return date of trip. Failure to provide such documents may result in trip cancellation at any point during the trip. In order to comply with the REAL ID Act (<https://www.dhs.gov/real-id>), the Winner and their guest carrying driver's licenses from a select number of U.S. states may be required to present a valid U.S. passport to travel on a domestic commercial flight in addition to international travel requirements as outlined above.

Furthermore, the Winner and their guest are advised to familiarize themselves with and comply with the Center for Disease Control's travel guidelines located at <https://wwwnc.cdc.gov/travel>. Furthermore, all travelers understand that any trip may present an inherent risk of exposure to communicable disease(s), which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death

The Winner and their guest agree that neither Newfields nor the Sponsor will be liable for any delays or cancellations of travel after the Trip Prize is awarded. Furthermore, neither Newfields nor the Sponsor will be liable for any exposure to communicable disease(s) that may occur during travel for the Trip Prize, including any resultant medical expenses incurred by the Winner and their guest.

- 8. NOTIFICATION.** The number of the winning Raffle ticket will be posted to Newfields' website and social media platforms after the Raffle drawing event. The Winner will be notified by Newfields via email and/or phone within fourteen (14) calendar days of the live drawing. If the Winner does not respond to Newfields within fourteen (14) calendar days of notification from Newfields, if eligibility cannot be confirmed, or the Winner declines the Trip Prize, an alternate winner may be selected.
- 9. CLAIMING TRIP PRIZE.** The Winner must present in person at Newfields, during normal business hours, the winning Raffle ticket with a matching number to the Raffle ticket drawn. The Winner must provide Newfields with a State-issued ID verifying identity, a completed Internal Revenue Service ("IRS") Form W-9, and any other necessary tax information prior to receiving the Trip Prize. The Winner will be required to execute a Trip Prize Acceptance Affidavit and Release (the "Affidavit") prior to receipt of the Trip Prize. The Trip Prize will be delivered to the Winner within thirty (30) calendar days of the Winner delivering the winning Raffle ticket, executed Affidavit, and all other required documents to Newfields.
- 10. ODDS.** Odds of winning will depend on the total number of Raffle tickets purchased during the Entry Period.
- 11. TRANSFER OF RAFFLE TICKET OR TRIP PRIZE.** Participants who purchase a Raffle ticket may opt to give away their Raffle ticket to other eligible persons, but in doing so the Participant waives any claim they might otherwise have to the Trip Prize. Participants may not re-sell their Raffle tickets to other persons and may not give a Raffle ticket away to another person for the purpose of allowing that person to re-sell such Raffle ticket. Any Raffle ticket which has been resold in violation of these Official Rules and Regulations will be void. All persons who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules and Regulations will be ineligible to participate in this Raffle or win the Trip Prize.

A Winner may transfer their Trip Prize to a third party provided that the following conditions are met: (1) the transferee would have otherwise been eligible to enter the Raffle; (2) the transferee will be responsible for all costs and taxes, as applicable, described in these Official Rules and Regulations; and (3) the transferee will be



bound by all terms and conditions of these Official Rules and Regulations that are otherwise applicable to the Winner.

- 12. PUBLICITY.** By participating in this Raffle, all Participants accept and agree (1) to be bound by all rules, limitations, and restrictions set forth herein, and (2) that their names and/or likenesses in photograph(s) or video(s) may be disclosed and used by the news media and may otherwise be used by Newfields, in perpetuity, and for future archival, promotional, marketing, website, social media, educational, and such other purposes as Newfields will determine. and Furthermore, by accepting the Trip Prize, the Winner grants Newfields permission to interview and/or to use their name, likeness in photograph(s)/ video(s), and/or city/state of residence in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by Newfields, in perpetuity, and for future archival, promotional, marketing, website, social media, educational, and such other purposes as Newfields will determine. Participants and the Winner will make no monetary or other claim against Newfields for any use of their name, likeness, interview, and/or residence.
- 13. RELEASE OF LIABILITY AND INDEMNIFICATION.** By participating in the Raffle, Participants and the Winner hereby release and agree to indemnify and hold harmless Newfields, its officers, directors, trustees, governors, agents, Performers, employees, volunteers and independent contractors (the "Released Parties") from any and all claims, demands, liabilities, obligations, damages, or rights of action actually or allegedly arising out of, connected with, or resulting from the Raffle. The release includes, but is not limited to, any claims, demands, damages, or rights of action wherein the alleged act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties, but does not apply to the extent the alleged act or omission complained of was caused in whole by the gross negligence or willful act(s) of the Released Parties. This agreement to indemnify applies even if the act or omission complained of was allegedly caused in whole or in part by the acts, omissions, or negligence in any form of the Released Parties, but not if actually caused by the gross negligence or willful acts of the Released Parties. Participants and the Winner understand that they may not rely on any other statements by Newfields or Newfields' Representatives with respect to this release and indemnification.
- 14. TAXES AND DISCLAIMER.** Newfields and the Sponsor do not undertake to give advice on the legal or tax consequences of the purchase of Raffle tickets or the claiming of prizes. However, Newfields and the Sponsor understand that the IRS position is that amounts paid for chances in raffles, lotteries, or similar drawings for valuable prizes are not gifts, and consequently do not qualify as deductible charitable contributions. The Trip Prize may be considered taxable income and the Winner may be required to report the monetary value of the Trip Prize on all federal, state, and local tax returns. The Winner assumes and must pay all fees and charges and income taxes (federal, state, and local), if applicable. Newfields reserves the right to withhold standard rates for federal and/or Indiana state taxes as may be required by applicable law or the Indiana Gaming Commission, but by reason of that reservation, Newfields assumes no responsibility for the Winner's ultimate tax obligation(s) and suggests the Winner consult a tax advisor. If taxes are withheld, the Winner remains obligated for the full payment of any and all fees and taxes for their Trip Prize. Forms W-2G will be filed with the IRS to report the value of the Trip Prize won. All required forms will also be filed with the State of Indiana Department of Revenue and the Indiana Gaming Commission. This offer is void where prohibited by law and all federal, state, and local laws and regulations apply.

THE WINNER IS STRONGLY ADVISED TO SEEK PROFESSIONAL LEGAL AND/OR TAX ADVICE. AWARDS COULD HAVE INCOME OR OTHER TAX CONSEQUENCES, ADVERSE EFFECTS ON GOVERNMENT ENTITLEMENTS OR OTHER BENEFITS, AND MAY HAVE OTHER LEGAL, FINANCIAL, OR TAX CONSEQUENCES.



15. DISPUTE RESOLUTION. Each Participant agrees that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any prize(s) awarded, will be resolved individually, without resorting to any form of class action; (2) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Raffle, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant here by waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

16. GOVERNING LAW AND EXCLUSIVE VENUE. The Raffle will be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Any claims regarding the Raffle that are not released, will be instituted and litigated in a State or Federal Court in Marion County, Indiana, and each Participant hereby consents to the personal jurisdiction of such courts for purposes of any such action. The Raffle is void outside the United States and where prohibited by law.

17. DISQUALIFICATION. Newfields reserves the right in its sole discretion to disqualify any individual who tampers or attempts to tamper with the ticketing process or the operation of the Raffle, re-sells their Raffle ticket(s), violates these Official Rules and Regulations, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Furthermore, Newfields reserves the right in its sole discretion to cancel, suspend, or modify the Raffle or these Official Rules and Regulations or disqualify any individual or ticket if fraud, technical issues, or other causes beyond its control affect the integrity or fairness of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law.

INDIANA GAMING COMMISSION REGISTRATION. This Raffle is conducted for the benefit of the Indianapolis Museum of Art, Inc. DBA Newfields, under strict conformity and compliance with the Indiana Gaming Commission, and the rules and regulations of the Charity Gaming Commission. The Raffle is licensed by the Indiana Gaming Commission, Annual Activity License. No. 001422.

QUESTIONS. For more information, please visit discovernewfields.org/TripRaffle2025 or contact Newfields Guest Experience at 317-923-1331.

Raffles are a form of gambling. If you or someone you know has a problem with gambling addiction, contact the Indiana Problem Gambling Helpline. Call: 1-800-994-8448. Text: INGAMB to 53342.