

## **Arizona Lottery SNAP Promotions Official Rules**

### **1. Eligibility**

The Arizona Lottery (“Lottery”) Simple Normal Alternative Promotions (the “SNAP(s)”), presented by the Lottery, are open only to those individuals who are persons age twenty-one (21) or older on the date of entry. The following individuals are not eligible to participate or win a prize in a SNAP: an employee or officer (or any spouse, child, sibling, or parent residing as a member of the primary household of such employee or officer) of Owens Harkey & Associates, LLC (“OH”), the Arizona Lottery (“Lottery”), any participating retailer, and any co-sponsors who have contributed SNAP Prizes, as defined herein, and each of their respective parents, affiliated companies, subsidiaries, licensees, vendors, distributors, dealers, retailers, agents, printers, sponsors of the SNAP, advertising and promotion agencies, and any and all other companies associated with the SNAP (collectively, the “Parties”).

### **2. How to Play**

*Buy X Get Y Promotions:* With a designated dollar-amount or Lottery-ticket purchase, (“Qualifying Purchase”) during one or more retail events at the location of Lottery offices or participating retailer(s), the purchaser will be considered to be a Qualifying Purchaser. For each Qualifying Purchase, the Qualifying Purchaser may receive a gift or gifts or may receive the opportunity to spin a prize wheel to win a prize or prizes.

*Second Chance Draw Promotions:* The player may be asked to submit a specific type of a non-winning ticket into a drawing at a designated location. A winner or winners will be randomly drawn to receive a prize or prizes.

*Media Promotions:* The player may be asked through social media, radio, or other broadcasting media to take some type of action, such as driving to the Phoenix or Tucson Lottery office or to a specified retailer, in order to be qualified to win a prize or prizes (“Qualifying Action”). For social media contests or promotions, the following rules apply:

- Any player found to use multiple accounts to enter will be ineligible to win a prize or prizes;
- Multiple entries, unless otherwise noted, will not be accepted during a single promotion;
- Inaccurate creation of tag content or use of hashtags to unrelated updates is prohibited;
- Any player who violates the terms or rules of a social media site will be disqualified;
- No SNAP promotion is sponsored, endorsed, administered by, or associated with the social media platform provider. All releases stated in these Official Rules apply to all social media platform providers that the Lottery uses to administer its SNAP promotion;
- Personal timelines and friend connections will not be used to administer SNAP promotions; SNAP promotions will only be administered on Lottery or co-sponsor pages or in Lottery or co-sponsor promotional applications;
- A player’s entry into a SNAP promotion on a social media platform serves as that player’s consent to the Lottery’s collection of information from that player and the use of information for later advertising and promotions.

*Entertainment Event Promotions.* A player may be asked to join in a contest at a public event, concert, exhibition or sports game (an “Entertainment Event”) for a chance to win a prize or prizes.

There is no limit on the total amount of Lottery tickets that can be purchased at any time, but there may be a limit of the number of SNAP Prizes that will be made available during a SNAP, regardless of the number of Qualifying Purchases or drawing entries made. All SNAP Prizes are first-come-first-served, subject to availability, and conditional upon supplies lasting and the limitations set by the Lottery or the participating retailer in their sole discretion for any individual SNAP under these Official Rules. Such limitations may or may not be posted prior to any individual SNAP.

All SNAP promotional entries shall become the property of the Arizona Lottery and may be used for marketing and solicitation purposes.

### **3. Retail Event Duration and Location**

The ability of the Lottery to create a SNAP under these Official Rules will continue until these Official Rules are revoked. The date, time, duration and location of any event under these Official Rules are subject to the sole discretion of the Lottery, the co-sponsor, and the participating retailer, may or may not be announced or posted prior to any individual SNAP, and are subject to change.

Up-to-date information on the details of a SNAP may be available by social media or at [www.ArizonaLottery.com](http://www.ArizonaLottery.com), or both. Any SNAP Prizes not redeemed during a SNAP event may be used for subsequent promotions, if applicable.

### **4. Drawing**

Random drawings will be conducted in Second Chance Draw events, and may be conducted in Media Promotions and Entertainment Event Promotions. The drawings will be conducted by a representative of the Lottery, a representative of a designated retailer, or an advertising co-sponsor.

### **5. Prizes**

SNAP Prizes may differ from but may include such items as professional sports game tickets, concert or event tickets (collectively, "Tickets"), Lottery tickets, gift cards, or autographed or branded promotional items, which may be provided by the Lottery, advertising co-sponsors, or Lottery retailers.

Tickets are to be used for personal use only and may not be resold or redistributed for profit. Any such resale may result in disqualification and prize forfeiture, and may invalidate any license granted by the Tickets. There will be no guarantee as to Ticket seat locations. The terms and conditions of any Tickets awarded as SNAP Prizes will govern if a Promotion or an Entertainment Event is not held due to a Force Majeure event, as defined below. Otherwise, if a Promotion or an Entertainment Event is delayed, postponed or cancelled for any reason or a player, winner or guest cannot attend, the player, winner or guest will not be reimbursed.

Players are responsible for ensuring that their email address is secure to accept payment or prize fulfillment details. The Arizona Lottery is not responsible for compromised or insecure email accounts and no refund will be issued in the event that winning fulfillment to your account is compromised.

### **6. Taxes and Expenses**

The winners are responsible for any local, state and federal taxes. A Form W2-G and/or Form 1099-MISC may be issued based on the value of a prize.

Under Arizona Revised Statutes (“A.R.S.”) § 5-573, the social security number of every winner of a merchandise prize valued at \$600 or more will be checked to determine if that winner owes money to certain Arizona state entities. If any winner owes money to the State of Arizona, that winner will be disqualified from winning, unless the winner undertakes to pay all listed outstanding debts to the State in order to be eligible to receive the prize.

Any additional expenses incident to any prize or the SNAP are the responsibility of the players/winners and are not included. For example, travel, lodging, food and beverages related to the SNAP or attendance at an Entertainment Event are not included, unless indicated otherwise in writing in the individual SNAP announcement.

### **7. Odds of Winning**

Winning SNAP Prizes is guaranteed in a Buy X, Get Y or Media promotion, provided Qualifying Purchases or Actions are completed, prize limits have not been reached, and supplies last. The odds of winning SNAP prizes during a Retailer Second Chance Drawing depend on the number of entries received. Winning SNAP prizes during an Entertainment Event promotion is guaranteed, if the player has the skill and ability to win the contest, prize limits have not been reached, and supplies last, subject to contest limitations. The odds of winning on any Lottery tickets that are purchased or won during a SNAP event are the same as are listed on the official game profile for the relevant game.

### **8. Notification/Forfeiture of Prizes**

Winners of SNAP Prizes will be notified of winning and/or will receive any prizes won during the applicable SNAP event.

### **9. General Terms:**

Participants of a SNAP agree to be bound by these Official Rules. All entrants and winners are solely responsible for the actions of any guests who accompany them to a SNAP event or to any Entertainment Event. No prize substitution, cash equivalent, or transfer of prize by any winner in violation of these rules and regulations is permitted. The Parties reserve the right to substitute prizes of equal or greater value. Should any winner make any false statement in connection with a SNAP, the winner will be required to promptly return to the Parties, upon demand, any prize.

The Arizona Lottery promotional prizes and conduct of a SNAP are provided by order of the Arizona Lottery Commission under A.R.S. § 5-554(C) and pursuant to Promotion Profile # 54, as “Buy X and Get Y Free,” “Second Chance Drawing,” Media Promotion, or Public Contest Play Styles.

The Parties reserve the right, in their sole discretion, to modify these Official Rules without materially affecting the terms and conditions of the SNAP. No modification or amplification, oral or written, with respect to the covenants, conditions and terms herein shall be binding upon the Parties unless it is in writing and mutually approved by the Parties. The Parties reserve the right to modify, terminate, or suspend the SNAP, or any part of it, if any viruses, bugs, unauthorized human intervention, fire, flood, earthquake, epidemic, explosion, labor dispute or strike, act of public enemy, equipment failure, riot or civil disturbance, war or other military action, terrorist threat or activity, government order, fraud, technical failures or any other factor beyond the Parties’ reasonable control (a “Force Majeure Event”) impairs the integrity, feasibility or proper functioning of the SNAP, as determined by the Parties in their sole discretion. The Parties reserve the right, in their sole discretion, to disqualify any entrant, winner, or guest from participating in any aspect of the SNAP if they deem or suspect that such person has engaged in or has attempted to engage in any of

the following: (a) acting in violation of the law or these Official Rules; (b) damaging, tampering with, or corrupting the entry process or the operation of the SNAP; (c) participating in unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent or potentially fraudulent behavior; (d) acting with intent to annoy, abuse, threaten or harass any other person; or (e) participating in any activity deemed to be generally inconsistent with the intended operation of the SNAP. Any attempt by any person to deliberately undermine the legitimate operation of the SNAP may be a violation of criminal and civil law, and, should such an attempt be made, the Parties reserve the right to seek damages from any such person to the fullest extent permitted by law. The Parties' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Whether caused by an entrant, by any of the equipment or programming associated with or utilized in a SNAP, or by any technical or human error that may occur in the processing of the SNAP, the Parties are not responsible for inaccurate SNAP information arising from any cause. The Parties are not responsible for any printing or technical error which may occur in processing, printing or distribution of SNAP materials.

The Parties make no express or implied warranties, guaranty or representation of any kind that any Lottery tickets that are purchased or won will be winning Lottery tickets or with respect to the safety, appearance, or performance of any prize offered.

By participating in the SNAP, each winner hereby agrees to voluntarily waive confidentiality of their name under A.R.S. § 5-573(D), and further agrees and consents, without further authorization, compensation or remuneration of any kind, to the Parties' use of winner's name, address (city and state of residence), photograph, voice, statement and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any and all media or format now known or hereafter devised, throughout the world, in perpetuity, unless prohibited by law.

Furthermore, any participating player agrees to not use any service to manipulate their computer or other device to gain any advantage on an Arizona Lottery's promotion, contest, program or any other offered service. Abuse of any service in a manner that does not reflect normal or appropriate human usage, such as conducting excessive searches or other activities for the sole or primary purposes of gaining additional points or entries may result in a disqualification of entry.

### **10. Limitation of Liability**

By accepting a prize, a participant (including a guest of a winner), on behalf of himself or herself and his or her heirs and legal representatives, agrees to release the Parties from, hold the Parties harmless, and indemnify the Parties for any liability, loss, claims, injury or damage to property or to person, including death, due in whole or in part, directly or indirectly, to the acceptance, possession, use or misuse of the prizes, travel or other participation in a SNAP, even if caused or contributed to by the negligence of the Parties. The Parties are not liable in the event that any portion of the SNAP or prize is canceled due to any Force Majeure Event.

### **11. Disputes**

Any and all disputes, claims and causes of action arising out of or connected with a SNAP or any prize awarded are governed by Arizona Administrative Code ("A.A.C.") § R19-3-1008. The decision of the Parties is final. Any decision by the Arizona Lottery Director is a final, appealable agency action to the Office of Administrative Hearings under the procedures of A.A.C. § R2-19-101 through § R2-19-122. Exhaustion of administrative remedies applies.