

## Phoenix Suns/Arizona Lottery Ticket Event Promotion

### Official Rules

#### 1. Eligibility

The Phoenix Suns/Arizona Lottery Ticket Event Promotion (the "Promotion"), presented by the Arizona Lottery ("Lottery"), is 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 the Promotion: 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, the Lottery, Fry's Food and Drug Stores, Inc., Suns Legacy Partners LLC (the "Suns"), the National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, and Sports & Entertainment Services, LLC, and each of their respective parents, affiliated companies, subsidiaries, licensees, vendors, distributors, dealers, retailers, agents, printers, sponsors of the Promotion, advertising and promotion agencies, and any and all other companies associated with the Promotion (collectively, the "Parties").

#### 2. How to Play

A player who purchases two (2) twenty-dollar (\$20.00) *\$200 Million Cash Explosion* instant scratch tickets ("Qualifying Purchase") during one of the retail events listed below ("Retail Event"), will be considered a Qualifying Purchaser. For each Qualifying Purchase, the Qualifying Purchaser will receive all of the following:

- (a) One (1) voucher able to be redeemed for two (2) tickets to a Suns home game between December 15, 2016 and February 15, 2017 ("Voucher"). There will be a limit of two hundred and fifty (250) vouchers per Retail Event.
- (b) The opportunity to complete one (1) prize entry form to win the grand prize ("Grand Prize").
- (c) One opportunity to spin a prize wheel ("Spin to Win") for a chance to win one (1) of the prizes listed below.

There is no limit on the number of *\$200 Million Cash Explosion* instant scratch tickets that can be purchased at a Retail Event, but there is a limit of four (4) grand prize entries, four (4) Vouchers, and four (4) prize wheel spins per Qualifying Purchaser per Retail Event, regardless of the number of lottery tickets purchased. A separate Qualifying Purchase must be made for each opportunity to win a pair of Game Tickets, Entry Form, and turn at the prize wheel. To receive the maximum number of Game Tickets, Entry Forms and prize wheel spins, an entrant must make four (4) Qualifying Purchases of two (2) twenty dollar (\$20.00) *\$200 Million Cash Explosion* instant scratch ticket, for a total expenditure of one hundred sixty dollars (\$160.00). Additionally, all prizes are first-come - first-served, subject to availability, and conditional upon supplies lasting. Eligible Qualifying Purchasers shall not be permitted to win more than one (1) Grand Prize, regardless of the number of Entry Forms submitted throughout each Promotion Phase.

All Promotion entries shall become the property of the Suns and Lottery, and may be used for marketing and solicitation purposes. Prizes not redeemed during the Promotion may be used for subsequent promotions.

#### 3. Retail Event Location

The Promotion begins on Thursday, December 8, 2016, at 4:00 PM, and ends on Saturday, December 17, 2016 at 1:00PM ("Promotion Period"). Entry into the Promotion is limited to three (3) Retail Events during the Promotion Period, as follows:

| Date                         | Time            | Location   |
|------------------------------|-----------------|--|
| Thursday, December 8, 2016   | 4:00 to 6:00 PM | Fry's Food Stores<br>5140 W. Baseline Rd.<br>Laveen, AZ 85339            |
| Wednesday, December 14, 2016 | 4:00 to 6:00 PM | Fry's Food Stores<br>13730 W. Camelback Rd.<br>Litchfield Park, AZ 85340 |

|                             |                   |  |
|-----------------------------|-------------------|--|
| Saturday, December 17, 2016 | 11:00AM to 1:00PM | Fry's Food Stores<br>1311 E. Bell Rd.<br>Phoenix, AZ 85022 |
|-----------------------------|-------------------|--|

The above date, times, and location are subject to change. Visit [www.ArizonaLottery.com](http://www.ArizonaLottery.com) for up-to-date event information.

#### **4. Drawing/Prizes**

Within 48 hours after the close of the December 17, 2016 Retail Event, the Suns will conduct a random drawing at the Sun's offices located at Talking Stick Resort Arena, Phoenix, Arizona. Three Grand Prize (3) finalists will be chosen from the Entry Forms submitted at the Retail Events ("Finalists"). To be eligible to win the Grand Prize, the Finalists must redeem a Voucher won at the Retail Event for tickets to the Suns vs. Houston game on December 21, 2016 and attend the game ("Game"). One Grand Prize winner will be selected in a game of chance conducted on court at the Game. The winner must be present to win.

The Vouchers and Spin to Win prizes do not involve a drawing.

#### Grand Prize:

The Grand Prize is four (4) tickets for the January 28, 2017 Phoenix Suns vs. Denver game, round-trip limo transportation for four (4) people to and from the game, the ability to watch pre-game warm-ups from the team bench, one (1) autographed jersey, a \$100 team shop gift card, and a locker room tour. Estimated retail value of the Grand Prize is one thousand dollars (\$1,000.00). The winner's guests must be at least eighteen (18) years of age, unless accompanied by a parent or legal guardian.

#### Vouchers:

Each Voucher is redeemable for two (2) tickets for one of the following Suns' home games (the "Home Games") at Talking Stick Resort Arena:

- December 15, 2016 vs. San Antonio
- December 21, 2016 vs. Houston
- December 23, 2016 vs. Philadelphia
- December 29, 2016 vs. Toronto
- January 3, 2017 vs. Miami
- January 8, 2017 vs. Cleveland
- January 16, 2017 vs. Utah
- January 24, 2017 vs. Minnesota
- January 28, 2017 vs. Denver
- January 30, 2017 vs. Memphis
- February 1, 2017 vs. LA Clippers
- February 4, 2017 vs. Milwaukee
- February 10, 2017 vs. Chicago
- February 13, 2017 vs. New Orleans
- February 15, 2017 vs. LA Lakers

**Vouchers for game tickets must be redeemed no less than 72 hours prior to the game.** There are no guarantees of specific game availability, seat location of tickets, or that game tickets redeemed from separate Vouchers will have contiguous seating. One Voucher has an approximate retail value of two hundred dollars (\$200).

#### ***Spin to Win Prizes:***

The Spin to Win Prizes will consist of Lottery promotional items, which may differ from but may include such items as shirts, hats, water bottles, tablet/phone stands, bottle openers, key chains, and sunglasses.

#### **5. Prizes**

*Grand Prize*

### *General Prize Conditions*

All winners must be 21 or older to play or redeem prizes. The prizes consist only of those items listed herein as part of the prize. Receipt of all prizes is first-come, first-served, and is conditional upon availability and upon supplies lasting.

All prizes 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.

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 a prize of approximately equal value.

### *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 won. Any additional expenses incident to any prize or the Promotion, which are not listed as part of the prizes, such as food, beverages, lodging or transportation to and from the Retail Event or the Game, are the responsibility of the entrants/winners and are not included.

## **6. Odds of Winning**

Upon making a Qualifying Purchase, winning a Voucher and a Spin to Win prize is a certainty, subject to availability and stated limitations. The odds of winning a prize on *\$200 Million Cash Explosion* tickets are the same as listed in the game profile for the game.

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

The Suns will notify each finalist by telephone or email. Each finalist and the Grand Prize winner will receive an affidavit, prize claim, and release form, which must be executed and returned to Desiree Perez (dperez@suns.com), and must be dated no later than two (2) business days after the release has been sent. An alternate finalist or Grand Prize winner will be selected if a finalist or Grand Prize winner does not (a) respond to the last attempted telephone call within twenty-four (24) hours; (b) does not return requested documentation in a timely manner; (c) cannot attend the game that is relevant to the prize won.

If any games (including the Game) are delayed, postponed or cancelled for any reason, or a winner or guest cannot attend any games (including the Game), the winner will not be reimbursed.

## **8. General Terms:**

Participants of the Promotion 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 the Retail Event or to any Home Games. Entrants without proper address or telephone number, and those who have opted not to be contacted by the Parties for any reason, will be excluded from drawings. 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.

Lottery and Suns Promotion prizes and conduct of the Promotion are provided by order of the Lottery Commission under A.R.S. § 5-554(C) and pursuant to Promotion Profile # 54, as a "Buy X and Get Y Free - Player" Play Style. Should any winner make any false statement in connection with the Promotion, the winner will be required to promptly return to the Parties, upon demand, any prize.

The Parties reserve the right, in their sole discretion, to modify these Official Rules without materially affecting the terms and conditions of the Promotion. 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 Promotion, 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 Promotion, 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 Promotion 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 Promotion; (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 Promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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 Promotion, or by any technical or human error that may occur in the processing of the Promotion, the Parties are not responsible for inaccurate Promotion 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 Promotion 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 Promotion, 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.

By participating in the Promotion, each winner hereby 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..

#### **9. Limitation of Liability**

By accepting a prize, a participant, 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 this Promotion, even if caused or contributed to by the negligence of the Parties. Parties are not liable in the event that any portion of the Promotion or prize is canceled due to any Force Majeure Event.

#### **10. Disputes**

Any and all disputes, claims and causes of action arising out of or connected with this Promotion 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..