

Arizona Lottery and the Arizona Diamondbacks 2017 Ticket Promotion

Official Rules

1. Eligibility:

The Arizona Lottery and the Arizona Diamondbacks 2017 Ticket Promotion (the "Promotion"), presented by the Arizona Lottery ("Lottery"), is open only to those individuals who are age twenty-one (21) or older on the date of entry. The following individuals are not eligible to participate or redeem an offer 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 ("OH"), the Lottery, AZPB Limited Partnership (dba "Arizona Diamondbacks®"), the other MLB® Entities, 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. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAM" or "MLB.com"), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. The Sweepstakes is subject to all applicable federal, state, and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation. (collectively, the "Parties").

2. How to Play:

Purchase two (2) two dollar (\$2.00) Dia de Los Muertos scratch tickets and four (4) multi-packs of Pepsi ("Qualifying Purchase") from Fry's Food Stores during August 30, 2017 through September 20, 2017 to receive two (2) Infield Reserve tickets to a September 2017 Arizona Diamondbacks regular season home game ("Redemption").

Take your qualifying receipt from Fry's Food Stores and two (2) Dia de Los Muertos scratch tickets to the Chase Field box office during normal business hours for the Redemption. No cash value, no upgrades. Limited availability - while supplies last. Limit two (2) tickets per person. No voided or reprinted receipts accepted. Tickets are conditional upon the participant making a Qualifying Purchase. Additionally, all Redemptions are first-come-first-served, subject to availability, and conditional upon supplies lasting.

3. Redemption Conditions:

All Redemption details shall be determined in the sole and absolute discretion of the Arizona Diamondbacks and Lottery. Each participant is fully responsible for any and all applicable federal, state, territory, province and local taxes (including income and withholding taxes). All costs and expenses associated with the Redemption and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by Redemption are the sole responsibility of the participants. The Redemption is non-transferable and non-assignable, with no cash redemptions except at the Arizona Diamondbacks' and Lottery's sole and absolute discretion. The Arizona Diamondbacks and Lottery reserve the right to substitute any Redemption (or any portion thereof) with a Redemption of comparable or greater value at its sole and absolute discretion. TRANSPORTATION TO/FROM THE GAME AND LODGING NOT INCLUDED. Seat locations at the game shall be determined in the sole discretion of the Arizona Diamondbacks. Participants' guests must be of legal age of majority in their jurisdictions of residence (and at least twenty one (21) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any Redemption will govern in the event a game, event or exhibition, as defined by Major League Baseball, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each participant and his/her guest(s) agree to comply with all applicable ballpark regulations in connection with the Redemption. The Arizona Diamondbacks and the applicable MLB Entities reserve the right to remove or to deny entry to any participant and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with

intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as a Redemption may not be resold or offered for resale or used in any way for commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Redemption forfeiture, and may invalidate the license granted by the game, event or exhibition ticket(s).

4. Waiver of Liability/Publicity Release:

By participating in the promotion, each participant agrees to: (a) be bound by these Official Rules, including all entry requirements; and (b) waive any and all claims against the Arizona Diamondbacks, Lottery, OH, the other MLB Entities, AZPB REM Limited Partnership, AZPB FM Limited Partnership, Maricopa County Stadium District, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Redemption (or any portion thereof) or any travel or activity related to the receipt or use of any Redemption (or any portion thereof). By entering the Sweepstakes, each participant gives his/her express permission to be contacted by the Arizona Diamondbacks, Lottery, and/or MLBAM by telephone, email and/or postal mail for Sweepstakes purposes. Each participant, by acceptance of the Redemption, grants to the Arizona Diamondbacks, Lottery, MLBAM, and each of their respective designees the right to publicize such participant's name, address (city and state/territory/province of residence), photograph, voice, statements and/or other likeness and Redemption information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

5. General Terms:

Participants of the Promotion agree to be bound by these Official Rules. All participant and participants are solely responsible for the actions of any guests who accompany them to the Event or to any games. No Redemption substitution, cash equivalent, or transfer of Redemption by any participant in violation of these rules and regulations is permitted. The Parties reserve the right to substitute Redemptions of equal or greater value.

Lottery and Arizona Diamondbacks Promotion Redemptions 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 participant make any false statement in connection with the Promotion, upon demand the participant will be required to promptly return to the Parties any Redemption.

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 contained, shall be binding upon the Parties unless embodied in a written instrument 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 participant 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 or 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 participant, by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error that may occur in the processing of the Promotion, Promotion materials, or Promotion submissions (collectively, "Promotional Components"), the Parties are not responsible for inaccurate Promotional Components, which may be the result of: (1) error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Promotional Components; or (2) lost, misdirected, late, incomplete, illegible or unintelligible Promotional Components. The Parties are not responsible for any human, printing or technical error which may occur in processing, printing or distribution of the Promotional Components. Mechanically reproduced submissions for a Redemption are not permitted and will be deemed void. Illegible/incomplete submissions for a Redemption are void.

The Parties make no express or implied warranties, guaranty or representation of any kind with respect to the safety, appearance, or performance of any Redemption offered.

By participating in the Promotion, each participant hereby agrees to voluntarily waive confidentiality of his or her name under A.R.S. § 5-573(D), and further, consents, without further authorization, compensation or remuneration of any kind, to the Parties' use of participant's name, address (city and state of residence), photograph, voice, statement and/or other likeness and Redemption 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.

6. Limitation of Liability:

By accepting a Redemption, a participant (including a guest of a participant), on behalf of himself or herself and his or her heirs and legal representatives, agrees to release the Released Parties from, and shall hold the Parties harmless against, any liability, loss, claims, injury or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Redemption, travel or other participation in the 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 Redemption is canceled due to any Force Majeure Event.

7. Disputes:

Any and all disputes, claims and causes of action arising out of or connected with the Promotion or any Redemption awarded are governed by Arizona Administrative Code ("A.A.C.") § R19-3-1008. The decision of the Parties is final. Any decision by the 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.