

Arizona Lottery Extra Winnings Promotions Official Rules

1. Eligibility

The Arizona Lottery (“Lottery”) Extra Winnings Promotions (the “EXTRA(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 an EXTRA: 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”), or the Arizona Lottery, and any sponsors who have contributed EXTRA Prizes, as defined herein, and each of their respective parents, affiliated companies, subsidiaries, licensees, vendors, distributors, dealers, retailers, agents, printers, sponsors of the EXTRA, advertising and promotion agencies, and any and all other companies associated with the EXTRA (collectively, the “Parties”).

2. How to Play

With the purchase of designated Lottery ticket or tickets of a game that the Lottery desires to promote (“Qualifying Purchase”) during one or more retail events at the Lottery location or a remote location (“Retail Event(s)”), the entrant will be considered to be a Qualifying Purchaser. For each Qualifying Purchase, the Qualifying Purchaser will receive a gift or gifts of the Lottery’s choosing. The gift or gifts will consist of promotional merchandise or gifts that were offered as prizes in other Lottery promotions but were not utilized or redeemed (“EXTRA Prize(s)”). The purpose of an EXTRA is to avoid waste of valuable prizes, and to promote the Lottery’s good will by allowing Lottery customers to take advantage of prize surpluses that may occur from time to time.

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

All EXTRA 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 an EXTRA under these Official Rules will continue until these Official Rules are revoked. The date, time, duration and location of any Retail Event under these Official Rules are subject to the sole discretion of the Lottery, may or may not be announced or posted prior to any individual EXTRA, and are subject to change. Up-to-date information on the details of an EXTRA may be available by social media or at www.ArizonaLottery.com, or both. Any EXTRA Prizes not redeemed during an EXTRA Retail Event may be used for subsequent promotions, if applicable.

4. Drawing

There will be no drawing associated with an EXTRA.

5. Prizes

EXTRA Prizes may differ from but may include such items as professional sports game tickets, concert or event tickets (collectively, “Tickets”), gift cards, or autographed or branded promotional items.

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 EXTRA Prizes will govern if a game, event, concert, or exhibition (collectively, “Entertainment Events”) is not held due to a Force Majeure event, as defined below. Otherwise, if an Entertainment Event is delayed, postponed or cancelled for any reason or a winner or guest cannot attend, the winner will not be reimbursed.

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.

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

7. Odds of Winning

Winning EXTRA Prizes is guaranteed, provided Qualifying Purchases are made, prize limits have not been reached, and supplies last.

8. Notification/Forfeiture of Prizes

Winners of EXTRA Prizes will be notified of winning and/or will receive any prizes won during the applicable Retail Event.

9. General Terms:

Participants of an EXTRA 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 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 an EXTRA, the winner will be required to promptly return to the Parties, upon demand, any prize.

The Arizona Lottery promotional prizes and conduct of the EXTRA are provided by order of the Arizona 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.

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

The Parties make no express or implied warranties, guaranty or representation of any kind with respect to the safety, appearance, or performance of any prize offered; or that, in making a Qualifying Purchase, an entrant will purchase a winning Lottery ticket.

By participating in the Promotion, each winner hereby agrees to voluntarily waive confidentiality of their names 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.

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, shall hold the Parties harmless against, and shall 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, by reason of the acceptance, possession, use or misuse of the prizes, travel or other participation in an EXTRA, even if caused or contributed to by the negligence of the Parties. Parties are not liable in the event that any portion of the EXTRA 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 an EXTRA 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.