# Arizona Lottery \$10 Fat Wallet Fast Play Clerk Voucher Promotion Official Rules

# **Eligibility**

The Arizona Lottery \$10 Fat Wallet Fast Play Voucher Promotion ("Promotion"), presented by the Arizona Lottery ("Lottery"), is open to all licensed retailers that are in good standing to sell Lottery tickets, are not in "insufficient funds" status, and meet the Entry Criteria, as defined below (collectively, the "Parties"). The following individuals are not eligible to participate or win a prize in this 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 the Lottery, and each of its vendors, internal sales representatives, printers, sponsors of the Promotion, advertising and promotion agencies, and any and all other companies that are associated with the development or implementation of the Promotion; QuikTrip, Speedway, and Walmart are also excluded from this promotion (collectively, the "Ineligible Parties").

#### **Promotion Duration**

The Promotion begins Sunday March 24, 2024 at 4:01 AM and ends Saturday, March 30, 2024 at 11:59 PM, or when 100 vouchers are distributed statewide, whichever comes first.

# **Entry Criteria**

With the sale of any \$10 Fat Wallet Fast Play ("Qualifying Sales") during the Promotion Period, any retailer clerk will be considered a Qualifying Seller. Each Qualifying Seller is eligible to receive vouchers that are redeemable for an incentive prize. Winning an incentive prize is subject to availability, subject to each participating retailer's internal policy, and subject to the limitations and conditions stated herein.

#### Selection of Winners

Prize vouchers will be automatically printed by the in-store Lottery terminal(s) throughout the state of Arizona after every 40th \$10 Fat Wallet Fast Play ticket sold statewide, as determined by the Lottery's online system. There will be a limit of 100 prize vouchers printed. There is no guarantee that each Qualifying Seller will receive a prize voucher.

#### **Incentive Prizes**

Each \$10 Fat Wallet Fast Play printed voucher can be redeemed for one \$25 pre-paid Visa gift card during regular Arizona Lottery Territory Manager visits.

# **Taxes and Expenses**

The winners are responsible for any local, state, and federal taxes. Any additional expenses incident to any prize is the responsibility of the winners. Pursuant to A.R.S §§ 5-573 and 5-575, winners may incur deductions to prize amount.

# **Odds of Winning**

Odds of winning any prize depend on the number of Qualifying Stores that meet the Eligibility and Entry Criteria during the Promotion Period.

#### **Redemption and Notification**

A Qualifying seller can only redeem the voucher through an Arizona Lottery Territory Manager. All vouchers must be redeemed within 60 days after the promotion's end date.

#### **General Terms:**

By participating in this Promotion, entrants agree to be bound by these Official Rules.

The Lottery retailer incentive promotional prizes and conduct of the Promotion are provided by order of the Arizona Lottery Commission under A.R.S. § 5-554(C) and pursuant to Promotion Profile #56, as a "Retailer Incentive" Play Style. Should any winner make any false statement in connection with this Promotion, the winner will be required to promptly return to the Parties, upon demand, any prize.

The Arizona Lottery reserves the right, in its 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 Arizona Lottery unless embodied in an instrument in writing and approved by the Arizona Lottery. The Arizona Lottery reserves 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, acts 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 Arizona Lottery's reasonable control (a "Force Majeure Event") impairs the integrity, feasibility or proper functioning of the Promotion, as determined by the Arizona Lottery in its sole discretion. The Arizona Lottery reserve the right, in its sole discretion, to disqualify any entrant, winner, or designee from participating in any aspect of the Promotion if it deems or suspects 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 or the Retailer Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law. Should such an attempt be made, the Arizona Lottery reserves the right to seek damages from any such person to the fullest extent permitted by law. The Arizona Lottery's 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 this Promotion, or by any technical or human error that may occur in the processing of the Promotion, the Arizona Lottery is not responsible for inaccurate information, 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 materials, information or records; or (2) lost, misdirected, late, incomplete, illegible or unintelligible Promotional materials, information or records. The Arizona Lottery is not responsible for any printing or technical error, which may occur in the processing, printing, or distribution of Promotion materials, information, or records.

The Arizona Lottery makes no express or implied warranties of any kind with respect to the safety, appearance, or performance of any prize offered.

By participating in the Promotion, each winner hereby agrees and consents, without further authorization, compensation, or remuneration of any kind, to the use of the winner's name and/or likeness in any and all advertising promotions and other publicity conducted by the Arizona Lottery, unless prohibited by law.

# **Limitation of Liability**

By accepting a prize, an entrant, on behalf of himself or herself and his or her heirs and legal representatives, agrees to release the Arizona Lottery from and shall hold the Arizona Lottery harmless against any liability, loss, claims, injury, or damage to property or to persons, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prizes or participation in this Promotion, even if caused or contributed to by the negligence of the Arizona Lottery. The Arizona Lottery is not liable in the event that any portion of the Promotion or prize is canceled due to any Force Majeure Event.

# **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. 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.  $\S$  R2-19-101 through  $\S$  R2-19-122. Exhaustion of administrative remedies applies.