

**Arizona Lottery**  
**\$5 The Pick™ Clerk Voucher Promotion**  
**Official Rules**

**Eligibility**

The Arizona Lottery \$5 The Pick Clerk Voucher Promotion (“Promotion”), presented by the Arizona Lottery (“Lottery”), is open to all retailers that are licensed in good standing to sell Lottery tickets, are not in “insufficient funds” status, and meet the Entry Criteria, as defined below. 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 (collectively, the “Parties”). Employees of QuikTrip, Speedway and Walmart, are excluded from this promotion.

**Promotion Duration**

The Promotion begins June 15, 2020 and ends June 27, 2020, or when 500 vouchers have been distributed, whichever comes first.

**Entry Criteria**

With the sales of any \$5 The Pick lottery ticket (“Qualifying Sales”) during the Promotion Period, a retailer clerk will be considered to be 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 printed by the in-store WAVE Lottery terminal(s) throughout the state of Arizona after every 100th statewide \$5 The Pick Lottery tickets has been sold, as determined by the Lottery’s on-line system. There will be a limit of 500 vouchers printed. There is no guarantee that each Qualifying Seller will receive a prize voucher.

**Incentive Prizes**

Each \$5 The Pick printed voucher can be redeemed for one \$5 Starbucks gift card. Redeem vouchers 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 are the responsibility of the winners.

**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 redeem the voucher through a Lottery Sales Representative. All vouchers must be redeemed within 60 days after the promotion 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 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 an instrument in writing 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, 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 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 designee 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 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, 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 this Promotion, or by any technical or human error that may occur in the processing of the Promotion, the Parties are 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 Parties are not responsible for any printing or technical error which may occur in processing, printing or distribution of Promotion materials, information or records.

The Parties make 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 winner's name and/or likeness in any and all advertising promotions and other publicity conducted by the Parties, 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 Parties from, and shall hold the Parties 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 Parties. Parties are 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. 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.