

Arizona Lottery
Instant tab second chance drawing
Retailer promotion
Official Rules – Amended July 6th, 2020.

Eligibility

The Arizona Lottery instant tab second chance (“Promotion”), presented by the Arizona Lottery (“Lottery”), is open to all participating instant tab retailers that are licensed in good standing to sell instant tab 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: 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”).

You must be 21 years of age to buy or redeem Lottery tickets in Arizona. Persons under 21 cannot participate in any Lottery promotion, giveaway or game.

Promotion Duration

The Promotion begins on March 1st, 2020 and ends on March 31st, 2020. **Amended to June 27th, 2020.**

Entry Criteria for players:

To enter; (A) insert and seal five qualifying (5) non-winning one dollar (\$1.00) Arizona Lottery Paper instant tab tickets in an Official Entry Form Envelope; (B) fully complete the information requested on the form/envelope; and (C) deposit the form/envelope in the 2nd Chance Game Entry Box located in the participating retailer establishment.

Entry Criteria for Retailers:

2nd chance game entry boxes will be sealed at the retailer location by the territory manager when they arrive for a normal monthly visit. The territory manager will then ship/deliver the game entry boxes to the lottery office in Phoenix.

Rules for players:

- Only fully completed entries deposited in the Official 2nd Chance Entry Box located at this participating retailer establishment will be accepted.
- Mail-in entries will NOT be accepted.
- It is the player’s responsibility to enter the correct contact information.
- The Lottery will not enter any information for any person.
- The Lottery cannot make any changes to any entry.
- Each Official Entry Form Envelope containing five qualifying (5) non-winning one dollar (\$1.00) Arizona Lottery Paper instant tab tickets is considered as one (1) entry.
- No limit on the number of entries per day or per player.
- The Grand Prize will **not** be awarded without verification of the Official Entry Form/Envelope from the winning entry.
- Entries will only be accepted from the entry dates and times listed under the “Promotion Available” section above.

Grand prize for players

6 grand prize winners will be randomly drawn to receive \$500.00 each.

Grand prize for retailers

6 grand prize winners for one free deal.

Selection of Winners for players and retailers:

- Six winners will be randomly drawn from the eligible entries by the Arizona Lottery on or about April 30th, 2020. **Amended to September 30th, 2020.** Each winning envelope selected will also be the retailer winner. If an alternate is needed as outlined below, then the new selected envelope will also be the new retailer winner.
- The Lottery will post the name of the winner on the website no later than 5:00 PM MT on April 30th, 2020. **Amended to on or about September 30th, 2020.**
- The Lottery will contact the winner by phone immediately after the draw.
- The person who submits the entry is the person who must claim the grand prize.
- Only persons 21 or older can enter or participate in any Lottery promotion.
- The winner will have 14 days after drawing to claim prize.
- Once the player winner is confirmed, the winning retailer will then be notified.
- All federal, state and local Laws, Rules and Regulations apply.

Posting or announcement of winner drawn does not confirm winning status until the winner and winning entries have been verified by Lottery officials.

Ten alternate winners will be chosen and contacted in the event of the following:

- The winner cannot be notified due to incorrect or lack of contact information.
- The winning entries cannot be verified by the Lottery.
- The winner has not contacted the Lottery within the required time.
- The winner cannot accept or participate in the promotion.
- The tickets entered were illegally obtained or if a violation of any law or rule has occurred.
- The winner is not of legal age to participate.

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.

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.