

Florence Crittenton Services of Arizona
Fostering Hope Online Raffle
Official Rules

The Fostering Hope Online Raffle (Raffle) is sponsored by Florence Crittenton Services of Arizona (Agency),
715 W. Mariposa Street, Phoenix, AZ 85013.

- 1. General:** By participating in the Raffle, entrants agree to be bound by these Official Rules and by the decisions of the Agency, which shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state, and local laws and is void where prohibited.
- 2. Raffle Timing:** The Raffle begins at 10:00 a.m. Mountain Standard Time (MST) on Monday, June 1, 2020 and ends at 12:00 p.m. MST on Friday, June 26, 2020. The Agency's computer is the Raffle's official clock.
- 3. Eligibility:** The Raffle is open to all persons who are located in the State of Arizona, who are at least 21 years old at the time of entry and are subject to these Official Rules.
- 4. Purchasing Raffle Tickets:** ALL PURCHASES OF RAFFLE TICKETS MUST BE MADE BY ELIGIBLE ENTRANTS WHO ARE AT LEAST 21 YEARS OLD AND LOCATED WITHIN THE STATE OF ARIZONA AT THE TIME OF PURCHASE. All Raffle Tickets may be purchased, in any quantity, for \$50.00 per ticket or for \$150.00 ticket for Raffle Getaway Package: one (1) Raffle Ticket for \$50.00 or one (1) Raffle Getaway Package Ticket for \$150.00; two (2) Raffle Tickets for \$100.00 or two (2) Raffle Getaway Package Tickets for \$300.00; three (3) Raffle Tickets for \$100.00 or three (3) Raffle Getaway Package Tickets for \$450.00; four (4) Raffle Getaway Package Tickets for \$500.00. Raffle Tickets will be available for purchase on-line at <https://donate.flocrit.org/raffle> starting at 10:00 a.m. on Monday, June 1, 2020 until 12:00 p.m. MST on Friday, June 26, 2020. There is no limit to the number of Raffle Tickets an individual may purchase. Each entrant will receive a receipt corresponding to his/her purchased Raffle Ticket(s). Entries which are or appear to be tampered with are void. The Agency shall be the sole judge of the validity and eligibility of all entries. All Raffle Ticket purchases shall be final, and no refunds or replacements will be issued by the Agency. Raffle Tickets are only valid for the drawing held on Friday, June 26, 2020.
- 5. Raffle Tickets are Not Tax Deductible:** The IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of the entry does not qualify as a deductible charitable contribution.
- 6. Prize:** The winner of the Raffle(s) will receive the items as indicated on the agency's website and valued accordingly. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER. There will be no cash equivalent in lieu of the Prize.
- 7. Selection of Winner:** At 4:00 p.m. on Friday, June 26, 2020, one (1) Raffle Ticket will be drawn by the Agency for each Raffle Package to determine the winner of the Prize. The name of the winning Raffle Ticket purchaser will be announced and posted on social media. The winner(s) will be emailed and call to inform them of their package winning. Winners will also be listed on <https://donate.flocrit.org/raffle>.
- 8. Prize Claim:** Within thirty days of the drawing, the Prize claimant must notify the Agency and provide proof of raffle ticket purchase in order to claim the prize. Agency and Prize claimant will discuss plans for claiming the prize under CDC and state guidelines. In the event a claimant: (a) does not notify the Agency within thirty days of the drawing; (b) is ruled ineligible for any reason; or (c) refuses the Prize, the Agency will draw a second Raffle Ticket. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

9. Odds: The odds of winning the Raffle depend on the number of Raffle tickets purchased for the drawing.

10. Transfer of Raffle Tickets or Prize: Persons who purchase Raffle Tickets may opt to give away their Raffle Tickets to other eligible persons age 21 years and older, but in doing so the purchaser waives any claim he/she might otherwise have to the Prize. Purchasers of Raffle Tickets may not re-sell their Raffle Tickets to other parties, and may not knowingly give Raffle Tickets away to others for the purpose of allowing those other parties to resell such Raffle Tickets. All Raffle Tickets which have been resold in violation of these Official Rules shall be void. All individuals who resell, purchase, or receive Raffle Tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize. A winner may transfer his/her Prize to a third party natural person provided that the following conditions are met: (a) the transferee would have otherwise been eligible to enter the Raffle (age 21 or older); and (b) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the winner.

11. Judges: The Raffle will be conducted and supervised by the Agency, whose decisions are final. The Agency reserves the right to modify these Official Rules at any time. The Agency reserves the right, in its sole discretion, to cancel or suspend the Raffle should unauthorized human intervention or other causes corrupt the administration, security, fairness, integrity or proper operation of the Raffle.

12. Publicity Release: The winner, by accepting the Prize, grants the Agency and its designees and affiliates, including Flo's on 7th and the other Released Parties, full permission, except where legally prohibited, to use items such as winner's name, photograph, voice and/or other likeness, and Prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide and in perpetuity. Each winner shall execute all documents the Agency may require to be signed in connection with this release.

13. General Conditions: Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions or email; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, app, or other connections including those through and/or by any website or app, availability or accessibility or miscommunication or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; any error, omission, interruption, defect or delay in transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Raffle-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Raffle, including, without limitation, errors or difficulties which may occur in connection with the administration of the Raffle, the processing of entries, the announcement of the prize or in any Raffle-related materials, or the cancellation or postponement of the Florence Crittenton Services of Arizona 'Fostering Hope: Online Raffle' event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Raffle. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in the Raffle or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Raffle or attempt to undermine the legitimate operation of the Raffle by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of the Agency and/or the Released Parties or who are in violation of these Official Rules, as solely determined by the Agency, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of the Raffle is unlawful and subject to legal action by the Agency. The Agency shall have the sole right to disqualify any entrant for violation of these

Official Rules or any applicable laws relating to the Raffle, and to resolve all disputes in its sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof); and (ii) disclaim any implied warranty. The Agency's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The Agency reserves the right, in their sole discretion, to cancel or suspend the Raffle (or any portion thereof) for any reason including in the event virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Raffle (or any portion thereof). In the event of cancellation, the Agency reserves the right, in its sole and absolute discretion, to elect to identify a Winner and award the prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

14. Governing Law: The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Arizona. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular person or circumstance, is invalid or unenforceable to any extent, then the remainder of these Official Rules shall remain enforceable to the fullest extent permitted by law. The venue for any cause of action arising out of the Raffle or these Official Rules shall be located in Maricopa County, Arizona.

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