

## Phoenix Mercury/Arizona Lottery Mercury Ticket Event Promotion

### Official Rules

#### 1. Eligibility

The Phoenix Mercury/Arizona Lottery Mercury Ticket Event Promotion (the "Promotion"), presented by the Arizona Lottery ("Lottery"), is 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 the 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 Owens Harkey & Associates, LLC, the Lottery, Fry's Food and Drug Stores, Inc., Phoenix Mercury Basketball, LLC (the "Mercury"), the Women's National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, and Sports & Entertainment Services, LLC, and each of their respective parents, affiliated companies, subsidiaries, licensees, vendors, distributors, dealers, retailers, agents, printers, sponsors of the Promotion, advertising and promotion agencies, and any and all other companies associated with the Promotion (collectively, the "Parties").

#### 2. How to Play

With each purchase of a twenty dollar (\$20.00) *\$185 Million Cash Explosion* instant scratch ticket ("Qualifying Purchase") during the retail event at a remote location ("Retail Event"), the entrant will be considered to be a Qualifying Purchaser. For each Qualifying Purchase, the Qualifying Purchaser will receive:

- (a) One (1) pair of tickets ("Game Tickets") to the August 26, 2016, Mercury versus Dallas Wings home game (the "Game"). There are a total of four hundred (400) pairs of Game Tickets available for the Retail Event.
- (b) One (1) Mercury/Lottery-branded sunglasses case ("Gift").
- (c) One (1) entry form to be selected to win a Grand Prize ("Entry Form"). The drawing and the definition of the Grand Prize are set forth below.
- (d) The opportunity to spin a prize wheel for a chance to win one (1) of the prizes listed below. The prize wheel may stop at one (1) of three (3) differently colored sections. Certain prizes will be designated for each colored section; and the entrant may choose one (1) of the prizes corresponding to the colored section where the prize wheel stops ("Spin to Win Prize).

There is no limit on the total amount of Arizona Lottery tickets that can be purchased at a Retail Event, but there is a limit of one (1) Gift, and five (5) pairs of Game Tickets [ten (10) total tickets], Entry Forms and prize wheel spins per Qualifying Purchaser, regardless of the number of Qualifying Purchases made. All prizes are conditional upon the entrant making a Qualifying Purchase for each pair of Game Tickets, Gift, Entry Form, and turn at the prize wheel. To receive the maximum number of Game Tickets, Entry Forms and prize wheel spins, an entrant must make five (5) Qualifying Purchases of a twenty dollar (\$20.00) *\$185 Million Cash Explosion* instant scratch ticket, for a total expenditure of one hundred dollars (\$100.00), and only the first Qualifying Purchase will entitle the player to a Gift. Additionally, all prizes are first-come – first-served, subject to availability, and conditional upon supplies lasting. Eligible Qualifying Purchasers shall not be permitted to win more than one (1) Grand Prize, regardless of the number of Entry Forms submitted throughout each Promotion Phase.

All Promotion entries shall become the property of the Mercury and Lottery, and may be used for marketing and solicitation purposes. Prizes not redeemed during the Promotion may be used for subsequent promotions.

#### 3. Retail Event Location

The Promotion begins on Thursday, August 18, 2016, at 5:00 PM, and ends on the later of 7:00 PM on same day, or the date and time that the final Grand Prize winner is drawn ("Promotion Period"). Entrants may participate in the Promotion at the Retail Event, as follows:

<b>Date</b>	<b>Time</b>	<b>Location</b>
Thursday, August 18, 2016	5:00 to 7:00 PM	Fry's Marketplace 2250 E. Baseline Rd. (24 <sup>th</sup> St. & Baseline Rd.) Phoenix, AZ 85042

The above date, times, and location are subject to change. Visit [www.ArizonaLottery.com](http://www.ArizonaLottery.com) for up-to-date event information.

#### **4. Drawing**

##### *Finalists*

A random finalist drawing will be conducted by the Mercury within forty-eight (48) hours after the close of the Retail Event, at the Mercury's offices located at Talking Stick Resort Arena, Phoenix, Arizona. A total of three (3) finalists will be chosen from all Entry Forms received as a result of the Retail Event to be eligible to win the Grand Prize. Each finalist must be able to attend the Game to be eligible to win the Grand Prize. If a finalist is unable to attend the Game, an alternate finalist will be chosen.

##### *Grand Prize*

One (1) Grand Prize winner shall be randomly drawn by the Mercury at Talking Stick Resort Arena during the Game from the three (3) Grand Prize finalists. The Grand Prize finalists must be present at the Game to win.

##### *Other Prizes*

The Game Tickets, Gift, and Spin to Win Prizes do not involve a drawing.

#### **5. Prizes**

##### *Grand Prize*

One (1) Grand Prize winner shall be awarded the following prize for use by the winner and one (1) guest: one (1) pair of tickets for the September 13<sup>th</sup> Mercury road trip game versus the LA Sparks ("Road Trip Game"). The winner and a guest would receive airfare with the team, hotel accommodations and two hundred dollars (\$200) in spending money for the road trip allocated at the discretion of the Phoenix Mercury. Estimated retail value of the Grand Prize is two thousand dollars (\$2,000.00).

The Grand Prize winner must be twenty-one (21) or older. The winner's guest must be of legal age of majority in his or her jurisdiction of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. The Grand Prize winner must be available to attend the Road Trip Game. The winner and guest must also be available to: (a) depart with the Phoenix Mercury team the morning of Monday, September 12, 2016, for travel to Los Angeles; and (b) depart the morning of Wednesday, September 14, 2016, for return to Phoenix. The Grand Prize consists of only those items listed herein as part of the prize.

All game 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 the license granted by the game ticket(s). All game tickets are subject to availability. There will be no guarantee as to seat locations at any game. All dates and times for games may be subject to change.

The Spin to Win Prizes will consist of Lottery promotional items, which may differ from but may include such items as sunglasses, bottle openers, chip clips and key chains.

#### **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 won.

Any additional expenses incident to any prize or the Promotion, which are not listed as part of the prizes, such as food, beverages, lodging or transportation to and from the Retail Event or the Game, are the responsibility of the entrants/winners and are not included.

## **7. Odds of Winning**

Odds of winning a Grand Prize are one in three (1:3). Winning other listed prizes is guaranteed, provided Qualifying Purchases are made, prize limits have not been reached, and supplies last. The odds of winning on any Lottery tickets that are purchased during a Retail Event are the same as are listed on the official game profile for the relevant game.

## **8. Notification/Forfeiture of Prizes**

The Mercury will notify each finalist by telephone or email. Each finalist and the Grand Prize winner will receive an affidavit, prize claim, and release form, which must be executed and returned to Desiree Perez at [dperez@suns.com](mailto:dperez@suns.com) or 201. E Jefferson St. Phoenix, AZ 85004 and must be dated (if emailed), postmarked (if mailed), or received (if hand-delivered) no later than two (2) business days after the release has been sent. An alternate finalist or Grand Prize winner will be selected if a finalist or Grand Prize winner does not (a) respond to the last attempted telephone call within twenty-four (24) hours; (b) does not return requested documentation in a timely manner; (c) cannot attend the game that is relevant to the prize won; or (d) cannot travel on the airline schedule designated by the Mercury.

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

If any games (including the Game) are delayed, postponed or cancelled for any reason, or a winner or guest cannot attend any games (including the Game), the winner will not be reimbursed.

## **9. General Terms:**

Participants of the Promotion 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 games. Entrants without proper address or telephone number, and those who have opted not to be contacted by the Parties for any reason, will be excluded from drawings. 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.

Lottery and Mercury Promotion prizes and conduct of the Promotion are provided by order of the 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. Should any winner make any false statement in connection with the 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, 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 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 guest 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. 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 the Promotion, or by any technical or human error that may occur in the processing of the Promotion, Promotion materials, or Promotion entries (collectively, "Promotional Components"), the Parties are not responsible for inaccurate Promotional Components, 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 Components; or (2) lost, misdirected, late, incomplete, illegible or unintelligible Promotional Components. The Parties are not responsible for any human, printing or technical error which may occur in processing, printing or distribution of the Promotional Components. Mechanically reproduced entries are not permitted and will be deemed void. Illegible/incomplete entries are void.

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.

By participating in the Promotion, each winner hereby agrees to voluntarily waive confidentiality of his or her name under A.R.S. § 5-573(D), and further, 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, and shall hold the Parties harmless against, 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 the 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.

#### **11. Disputes**

Any and all disputes, claims and causes of action arising out of or connected with the 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 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.