

Southwest Human Development 50/50 Raffle

Official Rules (2016-2017 Season)

1. General. By participating in the Southwest Human Development 50/50 Raffle (“Raffle”), entrants agree to be bound by these Official Rules and by the decisions of Southwest Human Development (the “Foundation”), 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, as applicable to Canadian residents, Canadian laws) and is void where prohibited.
2. Jackpot. The “Jackpot” shall be the total proceeds from raffle tickets sold for that drawing (“Raffle Tickets”), less reasonable expenses incurred by the Foundation for the operation of the Raffle. The Jackpot will be publicly posted during the Raffle.
3. Foundation Proceeds. Fifty percent (50%) of the Jackpot will benefit the Foundation, a 501(c)3 public charity, and the programs that the Foundation supports. These programs aim to improve educational, health, youth sports and cultural arts for children, and service men and women in need, with a primary focus on programs in Arizona.
4. Eligibility. The Raffle is open to all persons age eighteen (18) and older and subject to these Official Rules.
5. Purchasing Raffle Tickets. All Raffle Tickets may be purchased as follows: two (2) Raffle Tickets for \$5.00; five (5) Raffle Tickets for \$10.00; twenty (20) Raffle Tickets for \$20.00; or fifty (50) Raffle Tickets for \$40. There are no discounts or complimentary Raffle Tickets. Raffle Tickets will be available for purchase in-person at the event venue. Tickets will be sold throughout the event space. 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 Foundation 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 Foundation. Raffle Tickets are only valid for the drawing held on the date of purchase.
6. 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.
7. Prize. Each winner will receive a prize equal to fifty percent (50%) of the Jackpot.
8. Taxes. Each winner shall be responsible for any and all travel, costs, federal, state and local income or excise taxes, fees, assessments and like charges associated with a prize. At the time of this printing, federal law requires that a tax withholding on certain prize values must be collected from winners upon award and distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each prize is claimed will be followed. A shared prize claim by multiple persons shall not reduce any applicable withholding on the total amount awarded.
9. Selection of Winner. During the 3rd period, one (1) Raffle Ticket will be drawn by the Foundation to determine the winner of the prize. The number of the winning Raffle Ticket will be announced in GRA, listed on www.swhd.org/5050.

10. Prize Claim. Within thirty (30) days of the applicable drawing, the prize claimant must notify the Foundation and present the winning Raffle Ticket in-person at Southwest Human Development (2850 N 24th St., Phoenix, AZ 85008) during normal business hours to claim a prize. A Raffle Ticket may be shared by multiple prize claimants; provided, however, that in the event of a dispute, the direct purchaser of the Raffle Ticket will be presumed to be the sole winner. Each prize claimant must provide the Foundation with all information required to claim a prize (including tax identification information). The prize claimant will receive an Affidavit, Prize Claim, and Release (“Release”) which must be executed and returned to the Foundation no later than five (5) business days after his/her receipt of the Release. In the event a claimant: (a) does not notify the Foundation within thirty (30) days of the drawing; (b) is ruled ineligible for any reason; (c) refuses the prize; or (d) does not return an executed Release, the prize will be forfeited and will be retained by the Foundation for charitable use. The Foundation has no obligation to contact potential winners. All prizes will be sent to the winners via check within thirty (30) days of the winner delivering the winning Raffle Ticket, executed Release, and all other required documents to the Foundation. For security and safety reasons, no cash payments will be made to the winners.

11. Odds. The odds of winning the Raffle depend on the number of Raffle Tickets purchased for the drawing.

12. Transfer of Raffle Tickets or Prize. Persons who purchase Raffle Tickets may opt to give away their Raffle Tickets to other eligible persons, 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 re-sell such Raffle Tickets. All Raffle Tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive Raffle Tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a prize. A winner may transfer his/her prize to a third party provided that the following conditions are met:

(a) the transferee would have otherwise been eligible to enter the Raffle (age eighteen (18) or older); (b) the transferee shall be responsible for all taxes and costs described in these Official Rules; and (c) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the winner.

13. Judges. The Raffle will be conducted and supervised by the Foundation, whose decisions are final. The Foundation reserves the right to modify these Official Rules at any time. The Foundation 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.

14. Release of Liability. By entering into the Raffle, all entrants agree to: (a) be bound by these Official Rules; and (b) release the Foundation, and each of their respective promotional sponsors, advertisers, partners, affiliates, directors, officers, officials, agents, volunteers, contractors, and employees, (the “Released Parties”) from any and all liability with respect to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Raffle, or from any travel or activity related to the receipt or use of any prize.

15. Publicity Release. Each winner, by accepting a prize, grants the Foundation and its designees and affiliates, and other Released Parties, full permission, except where legally prohibited, to use such

winner's name, address (city and state only), 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 that the Foundation may require to be signed in connection with this release.

16. **Winners List.** A "Winners List" is available by sending a self-addressed stamped envelope to: Southwest Human Development, c/o 50/50 Raffle, 2850 N. 24th St., Phoenix, AZ 85008.

17. **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 persons or circumstances, 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