

## Rules and Restrictions

**AGREEMENT TO ABIDE BY RULES:** By participating in the Fall Event 2020 Raffle (the "Raffle"), sponsored by Youth on Their Own, a 501(c)(3) charitable foundation, participants confirm that they are aware of and have read and understand, and agree to abide by, these rules and restrictions (the "Rules").

**ELIGIBILITY:** Ticket purchaser, and anyone to whom a ticket purchaser legally transfers a ticket, must be either a business/legal entity or an individual twenty-one (21) years of age or older at time of ticket purchase. Individuals buying on behalf of a business/legal entity must be legal representatives of the business and must, themselves, be twenty-one (21) years of age or older at the time of ticket purchase. Initial ticket purchaser must be present in the State of Arizona at the time of ticket purchase.

Arizona residency is not required for purchase. Only one (1) individual may be identified as a ticket purchaser. Tickets may be purchased via the internet or through a designated Youth On Their Own Representative. Online ticket purchasers will receive a confirmation email of purchase and hard copy tickets mailed directly to the address listed within ten (10) business days of purchase. In-person ticket purchases will receive an immediate hard copy ticket, unless otherwise instructed by the respective Youth On Their Own Representative. The ticket confirmation number is not required to claim a prize. Questions concerning ticket confirmation number(s) should be directed to Raffle Administrator Bethany Neumann via email at [bneumann@yoto.org](mailto:bneumann@yoto.org). The Raffle Administrator and her immediate family members residing in the same household are ineligible to win a prize in the Raffle. Ticket purchasers do not need to be present during the drawing or attend the YOTO Virtual Fall Event to be eligible to win.

**RAFFLE DRAWINGS:** Only 250 tickets will be sold at the single price of \$100 per ticket. Tickets may be purchased until 11:59 PM on November 1, 2020. The drawing will take place on November 2, 2020. Prizes with the lowest suggested retail prices will be drawn first, progressing in order to the Grand Prize. After each prize drawing, the winning ticket number will remain removed for all subsequent draws, however, ticket purchasers may win more than one prize. Prize winners will be announced on November 8, 2020, at the YOTO Virtual Fall Event.

**PRIZES AND ODDS OF WINNING:** The odds of a single ticket winning are roughly 1 in 83. The Grand Prize winner will receive a \$5,000 travel credit with Tucson-based travel agent Nancy Purdin ("Travel Agent") to plan a single domestic or international trip. Trip may have multiple destinations. Trip credit is valid until December 31, 2024. Trip must be booked with Travel Agent. The Grand Prize winner is responsible for any trip costs that exceed the \$5,000 credit. The Grand Prize winner is responsible for securing/updating their own passports, recommended to be valid for at least six (6) months beyond the travel dates scheduled. The Grand Prize winner is responsible for vaccinations that may be recommended for any international travel. Travel Agent and her employees are not responsible for passport, visa, entry, health and other requirements of countries visited, or for any loss sustained by guests for failing to comply with laws, regulations, orders and/or requirements of countries visited. The Second Prize winner will receive four (4) Casino Del Sol AVA Amphitheater passes to enjoy all scheduled entertainment during the 2021-2022 season. Passes are only printed once. The official list of shows will be available starting in 2021. The Third Prize winner will receive an all-inclusive two-night stay at White Stallion Ranch for two (2) guests. This includes breakfast and lodging for two (2) guests. The certificate is non-refundable and non-transferable. The Third Prize winner must use the certificate prior to the expiration date listed, January 15, 2023. The Third Prize winner is responsible for making reservations for all items including lodging and activity participation in advance directly with White Stallion Ranch as directed on the certificate. The Third Prize winner must bring the certificate at the time of redemption to be honored. Booking is subject to availability and blackout dates apply, including, but not exclusive to, Thanksgiving, Christmas, and Spring Break seasons.

**NOTIFICATION OF WINNERS:** All prize winners will be notified via mail by the Raffle Administrator of the requisite procedure to claim the prize. All prize winners must claim their prize within one month of the drawing. Three (3) business days after the drawing, a complete list of prize winners, displaying the first and last names of prize winners, will be available on the [www.yoto.org](http://www.yoto.org) website. Using the information provided, if a selected winner is unable to be contacted or located prior to the deadline for claiming the prize, the prize or the cash equivalent will revert to Youth On Their Own. In the event a winning ticket has more than one (1) name listed, the Raffle Administrator will physically award the prize to the first name listed on the ticket. For tax purposes, the prize can be split among all verified prize winners. Youth On Their Own nor its legal counsel are responsible for resolving disputes which may arise from any conflict between or amongst joint ticket holders or purchasers.

**CONDITIONS / USE RIGHTS:** By entering the Raffle, ticket purchasers agree that their information provided in connection with the Raffle entry may be used for communications promoting the Raffle and future raffles sponsored by or conducted for the benefit of Youth On Their Own. A ticket purchaser may subsequently "opt-out" of the receipt of Raffle communications by following the directions in any email or by contacting the Raffle Administrator. Other than as provided herein, or as required by law or court order, a ticket purchaser's information will not be shared with or sold to any other person or entity. Purchase of a ticket in the Raffle constitutes permission for the Raffle and Youth On Their Own to use prize winner's name and/or likeness, and all accompanying personally identifiable information the prize winner submits, in perpetuity, for purposes of advertising the Raffle or future raffles without further consent or compensation, unless prohibited by law.

**REQUIREMENTS:** Potential prize winners must complete all steps outlined in their winners' letter within the designated timeframe. If an entrant is found to be ineligible, or if a potential prize winner does not comply with the Official Rules, then the potential prize winner will be disqualified and the prize or a cash equivalent will revert to Youth On Their Own.

**RAFFLE CANCELLATION:** In the unforeseen event the Raffle is cancelled or cannot be completed, every effort will be made to refund the ticket purchase price to all Raffle ticket purchasers. Tickets purchased by credit card will be refunded to credit card holder's account. Youth On Their Own liability to any ticket purchaser is limited to the purchase price of the ticket.

**WAVIER / LIMITATIONS OF LIABILITY:** Except as described in the previous paragraph, ticket purchasers, by participating (and prize winners, by accepting a prize), release Youth On Their Own and its respective parent companies, affiliates, partners, subsidiaries, agents, representatives, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, employees and agents, including advertising and promotion agencies, from any and all liability with respect to participation in the promotion, possession, use and distribution of the prize(s) awarded. In the event a dispute shall arise between the ticket purchaser and Youth On Their Own and/or its representatives, any controversy or claim arising out of or relating to the Raffle shall be resolved in the Pima County Consolidated Justice Court.

**FORCE MAJEURE:** Neither Youth On Their Own, nor other prize providers, shall be in default or otherwise liable for any delay in or failure of its performance of the Raffle if such delay or failure arises by any reason beyond reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents, or contractors.

**LAWS AND REGULATIONS:** All applicable federal, state and local laws are incorporated into these Rules. The Raffle is conducted pursuant to A.R.S. § 13-3302.

**GOVERNING LAW:** Should a dispute arise between a ticket purchaser and Youth On Their Own and/or its representative, the ticket purchaser agrees that all cases, controversies, and legal issues shall be governed by the laws and jurisdiction of the State of Arizona.

**INTERNET:** The Raffle Administrator will pursue all available legal remedies against any individual(s) damaging or attempting to damage any Youth On Their Own website or attempting to undermine the lawful operation of the Raffle.

**RAFFLE ADMINISTRATOR:** Bethany Neumann; 1660 N Alvernon Way, Tucson, AZ 85712; (520) 545-0598; [bneumann@yoto.org](mailto:bneumann@yoto.org).

**TAXES AND IRS RULES:** All prize winners shall be responsible for any and all federal, state and local income or excise taxes, fees, assessments, and like charges associated with the prizes. At the time of this printing, federal law requires that corresponding tax withholding on prize values of \$5,000 or greater must be collected from prize winners upon award and distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time prizes are claimed will be followed. 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.

**MISCELLANEOUS:** Each ticket is non-refundable, except as provided above. The Raffle Administrator reserves the right to disqualify and/or rescind a prize if the prize winner fails to comply with these Rules. The decisions of the Raffle Administrator are final.