

**FRESH START WOMEN'S FOUNDATION –
OFFICIAL VEHICLE RAFFLE CONTEST RULES**

By participating, you agree that:

1. The Official Vehicle Raffle Contest Rules may not be waived, modified, or supplemented except by Fresh Start Women's Foundation ("FSWF"). No modification of these rules shall be enforceable unless made by FSWF.
2. Participant must be 21 years old or older at time of entry. Winner may be required to sign an affidavit of eligibility and release as a condition to receiving the prize, at the discretion of FSWF. Raffle entries are personal to the individual who purchases them and may not be given, assigned, resold or otherwise transferred by the entrant to anyone. All raffle entries that have been given away, assigned, resold or otherwise transferred in violation of these Official Vehicle Raffle Contest Rules shall be void.
3. Each ticket will be entered separately in the drawing. Chances of winning depend upon the number of eligible tickets received. Each ticket is a separate and equal chance to win a 2020 RAV4 Model #4445 or a vehicle of comparable value. The vehicle is provided by a Valley Toyota Dealers Association, Inc. member dealership, which are not involved in the management, sales, operation or conduct of the raffle. Winner is responsible for any expenses associated with the vehicle, including, but not limited to: registration, tax, title, license fees, insurance, extended warranties and all other costs incurred in claiming, registering or using the vehicle.
4. The raffle drawing shall be held at the FSWF Charity Golf Classic taking place at the Talking Stick Golf Club in Scottsdale, Arizona on Friday, November 8, 2019. All tickets must be received on or before the drawing date to be eligible for the drawing.
5. When an order for a ticket is placed on-line, a representative of FSWF will complete the ticket by filling in the name, address, and phone number of the purchaser, and then the ticket will be deposited in the barrel at FSWF. At the drawing, the winner will be announced based on the name and information on the ticket. The ticket stubs will be kept on file at FSWF. Purchasers can contact 602.261.7140 or sbrow@fswf.org to check when their ticket order was processed and obtain their ticket number.
6. Winner need not be present to win and notification will be made by telephone, email or USPS.
7. To pick up the vehicle, two forms of identification, one of which must be a photo ID will be required to prove that this person is the person on the winning ticket. Winner has 60 days from the date that the vehicle becomes available for delivery to Winner to take delivery, or forfeits all claims thereto. The vehicle will be delivered to the winner at the Valley Toyota Dealers Association, Inc. member

dealership providing the vehicle, and the winner must go to the dealership to take delivery. Winner must provide evidence of insurance and a valid driver's license prior to taking delivery of the vehicle. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of the Winner.

8. Winner is solely responsible for any and all federal, state and local income or excise taxes, fees, assessments, vehicle licenses, vehicle title, transfer and registration fees, insurance, extended warranties any and all expenses in claiming, registering and using the vehicle, and for paying any such amounts. Neither FSWF nor the vehicle provider has any liability with regard to taxes and fees for the vehicle.
9. Winner agrees to pay 24% federal income tax withholding on the net prize value (approximate retail value of the vehicle less the cost to enter the raffle) to Valley Toyota Dealers Association prior to release of the vehicle. Valley Toyota Dealers Association will submit the taxes collected to the IRS. Valley Toyota Dealers Association, Inc. will file a form W-2G with the IRS to report the value of the prize won and the taxes paid by the winner. The winner will also receive a copy of such filing. Federal and state withholding laws are subject to change without notice and such withholding laws in effect at the time prizes are claimed will be followed.
10. Winner agrees to the use of his/her name, address, photograph or videotape likeness and statements for publicity purposes by FSWF, and agrees to sign a publicity release without any further compensation.
11. Ticket purchasers, by participating (and winner, by accepting a prize) release FSWF and its respective board, committee members, volunteers, partners, vendors, agents, employees, representatives, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, employees and agents, including advertising, public relations, direct marketing and promotion agencies, from any and all liability with respect to participation in the promotion and possession or use of the prize awarded and also acknowledge that they did not receive any representations, warranty or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness. Any liability of FSWF shall be limited to ticket price paid and in the case of any dispute; FSWF's decision shall be final. FSWF reserves the right to modify or amend the Official Vehicle Raffle Contest Rules without notice at any time.
12. Any person who engages in conduct designed to corrupt the outcome of a charitable gaming activity with the purpose to defraud, or knowing that he is facilitating a fraud, is guilty of a Class D felony.
13. THIS CONTEST IS SUBJECT TO ALL APPLICABLE INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS, AND IS VOID WHERE PROHIBITED, TAXED, OR OTHERWISE RESTRICTED.

14. Ticket purchase amounts are not tax-deductible contributions.
15. Void where prohibited by law.
16. All proceeds benefit FSWF, a 501(c)(3) non-profit foundation, located in Phoenix, Arizona.
17. BY ENTERING THE RAFFLE, ENTRANTS AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE RAFFLE, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION IN A COURT OF COMPETENT JURISDICTION LOCATED IN MARICOPA COUNTY, ARIZONA; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), NOT TO EXCEED THE PRICE OF THE RAFFLE ENTRY, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANTS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED THE COST OF THE RAFFLE ENTRY, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.