

**ARIZONA BIG GAME SUPER RAFFLE
2023-2024 RAFFLE
RULES AND PROCEDURES**

AGREEMENT TO ABIDE BY THE RULES: By entering the Arizona Big Game Super Raffle 2023-2024 Raffle (the "Raffle"), participants confirm that they are at least twenty-one (21) years of age, are present in Arizona at the time of ticket purchase, and have read, understand, and agree to abide by these Rules (the "Rules").

The Raffle is conducted by and for the benefit of the Arizona Big Game Super Raffle dba Conservation First USA ("CFUSA"), a non-profit 501-c-3 corporation, active and in good standing in the State of Arizona. Its mission is to help fund wildlife habitat enhancement initiatives. CFUSA will return one hundred percent (100%) of the proceeds from the Raffle of the Arizona Special Big Game Tags to the AZ Game & Fish Department. All other net proceeds from the Raffle will be used by CFUSA to further its conservation mission.

1. Questions – Questions concerning the Raffle or the Rules, or requests for the name(s) of the winner(s), should be sent by email to info@conservationfirstusa.org. Inquiries regarding the Raffle, including questions about the Rules, eligibility, the odds of winning, prizes, and ticket pricing, must be submitted to info@conservationfirstusa.org prior to the purchase of ticket(s).

2. Odds – Each Raffle ticket has an equal chance of being selected as a prize winner. The odds of winning a prize in the Raffle will depend on the total number of tickets purchased by the entry deadline.

3. Eligibility – Only natural persons can enter the Raffle or win a prize. Raffle ticket purchasers must be at least twenty-one (21) years old at the time of purchase, and no-one under the age of twenty-one (21) at the time the ticket was purchased may win a prize in the Raffle. Only ticket(s) that have been paid for, and have been verified as paid for, are eligible for the Raffle drawing. Ticket purchasers must be physically present in the State of Arizona at the time tickets are purchased, although it is not required that they be Arizona residents. Any ticket purchased from outside Arizona is void and not eligible for any drawing. In the event of an invalid credit card payment, all tickets issued as a result of the invalid payment are void and not eligible for any drawing. AZ Big Game Super Raffle dba Conservation First board members, officers, employees, and persons involved in the conduct, operation, administration of the Raffle, their immediate family members (meaning spouse, parent, child, sibling, and their respective spouses, regardless of where they reside), persons residing in their same household, and any contractor or other person or vendor that fulfills a role for, or exerts any influence over, the Raffle, provides a prize, or in any way administers, or has access to, entries or the selection of a winner, are not eligible to win the Prize(s).

4. Prizes – There will be one prize offered during Phase I of the Raffle. Additional prizes will be added at a later date.

There will be one (1) winner of the Jaws & Paws Raffle, and the winner will receive one Arizona Special Big Game Tag for each of the following species: black bear, mountain lion and javelina. The winner is entitled to hunt for each of these three (3) species anytime during the period August 15, 2024 – August 14, 2025. The Prize includes seven (7) days of guide service provided by Dieringer Outfitters and can be used for any or all of the three (3) species. The winner is responsible for arranging guide service dates with the outfitter. Guide service includes meals & lodging. The Prize does not include gratuities or travel to the hunting location. Approximate retail value of the hunt is \$8,500. This prize is subject to federal withholding as described in #10 below.

Bonus prizes may also be awarded during the sales campaign and will be announced on the website.

All prizes are awarded as is, without any representations or warranties. Prizes must be accepted as awarded.

5. Dates for Entry and Drawings –

Phase I Jaws & Paws Campaign: Raffle tickets may be purchased beginning 8:00 am (Arizona) on September 15, 2023 and ending at 9 pm (Arizona) on November 14, 2023. The winning entry (and a first and second alternate) will be selected at random on or around November 21, 2023. The winner need not be present.

Additional dates will be added at a later date.

6. Tickets – Cost for tickets vary depending on the prize as follows:

Phase I Jaws & Paws tickets are \$15 each.

Additional ticket prices will be added at a later date.

Each Raffle ticket may have only a single name, email, phone number, and address listed as the participant. Notifications will only be sent to the listed email. Listed participants are required to notify the CFUSA if they have a new email, phone number, or mailing address. Prizes can only be claimed by, and are issued, distributed and paid only to, the participant listed on the winning Raffle ticket. Tickets can be purchased via the internet; no other proof of entry, ticket, or document will be created or sent in any other form or fashion. Those purchasing tickets over the internet will be able to print their ticket receipt at the conclusion of their purchase. Ticket receipts will be e-mailed to all ticket purchasers. A hard copy of the ticket receipt is not required to claim a prize. Tickets cannot be purchased with cash, check or money order.

7. Drawings – CFUSA will conduct all raffle drawings. Winning ticket numbers are selected randomly through use of a random number generator.

8. Notification of Winners – Within two (2) business days of the drawings, CFUSA will call and email the winners using the information provided at the time of entry, which will be the only means and manner of notification.

9. Claiming Prize – In order to claim and receive their prize, a potential winner must submit any required withholding taxes, and may, at the sole discretion of CFUSA, be required to provide identification, to provide proof of eligibility, to contact CFUSA, and/or to complete paperwork. A potential winner may also be required to complete, execute and return an IRS Form W9, an affidavit of eligibility, a liability release, a prize release form, a selection of prize form and a publicity release in order to claim their prize(s).

Winners of the Jaws & Paws prize will be required to submit required federal withholding taxes, complete a hunter information form and sign an Arizona Special Big Game Tag Sale Agreement form within 30 days of the drawing. Winner may request the tags be issued in someone else's name, however the tags must be issued within 30 days of the raffle drawing. Once a tag is issued, there are only two ways the tag can be transferred per AZ Game & Fish Commission Rule R12-4-121: 1. Compassionate Transfer; or 2. Transferred to a Minor child or grandchild of the person the tag was issued to.

All required documentation and withholding for all prizes must be returned to the CFUSA within 30 days of the drawing. If a potential winner does not claim the prize within the required period, does not execute and return required withholding and/or documents within the specified time period, is not in compliance with these rules, or is otherwise found to be ineligible, then, at the CFUSA's sole discretion, the potential winner will be disqualified and the prize will be forfeited and awarded to alternate winners or returned to CFUSA.

10. Taxes – The purchase price of Raffle tickets does not qualify as a deductible charitable contribution. Each prize winner is responsible for any and all federal, state and local income or excise taxes, fees, assessments, and like charges associated with their prize and for paying any such amounts. The winner will be required to complete and return to CFUSA an IRS Form 5754, W-9 form, W8-BEN, and/or other applicable forms (i.e., Request for Taxpayer Identification Number and Certification) along with calculated withholding amounts before, and as a condition precedent to, receiving a Prize.

The Department of the Treasury requires CFUSA to collect withholding taxes from winners of all major prizes with a cost exceeding \$5,000. The withholding tax rate is 24% of the cost of the prize. Following receipt of payment to the CFUSA, the withholding tax will be deposited with the Department of the Treasury and a Form W-2G will be issued to the winner in January 2025 for tax purposes. This does not apply to any of the Arizona Special Big Game Tags. For the 2023-2024 Raffle this includes the Jaws & Paws prize.

11. Affiliations – This Raffle is not sponsored or endorsed by, or associated in any way with, any prize provider, third party, retailers, or affiliates. All third-party names and trademarks are the property of their respective owners.

12. Statements – Statements made regarding the Raffle are based on information available to the CFUSA at the time these rules were first printed.

13. Language -- The Raffle is conducted in English.

14. Miscellaneous – The decisions of the CFUSA are final with respect to all aspects of this Raffle. In the event that the operation, security, or administration of the Raffle is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of the CFUSA that may cause the Raffle to be disrupted or corrupted, the CFUSA may, in its sole discretion, either: (a) suspend the Raffle to address the impairment and then resume the Raffle in a manner that best conforms to the spirit of these rules; or (b) draw the winner from only the non-suspect, eligible entries received up to the time of the impairment. The CFUSA reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, to be tampering with the operation of the Raffle, to be acting in violation of these rules or any applicable laws relating to the Raffle, or to be acting in an unsportsmanlike or disruptive manner. The CFUSA will resolve all disputes at its sole discretion. Any attempt by any person to undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, CFUSA reserves the right to seek damages from any such person to the fullest extent permitted by law. Any failure by CFUSA and/or the CFUSA to enforce any provision in these rules shall not constitute a waiver of that provision. All times listed in these rules refer to Arizona time.

15. Agreement and CFUSA Discretion – Persons who enter or participate in the Raffle in any fashion must fully comply with these Rules. By entering the Raffle, persons are fully and unconditionally agreeing to these Rules, which are final and binding in all matters relating to the Raffle and its website. Persons entering the Raffle acknowledge and agree that CFUSA is free to exercise its complete discretion in operation of the Raffle and its website, to make such changes as it sees fit, and to even cancel the Raffle if it deems necessary. CFUSA reserves the right to cancel, suspend, and/or modify the Raffle, in whole or in part, due to any fraud, bugs, virus, technical failures, changes in the law, or any other factor beyond CFUSA's reasonable control that impairs the integrity or proper functioning of the Raffle, as determined by CFUSA. If CFUSA determines, in its sole discretion, that the integrity or viability of the Raffle is compromised, CFUSA reserves the right to void any entry at issue and/or terminate the relevant portion of the Raffle, including the entire Raffle.

16. Entry Conditions and Release – As a condition of entering the Raffle, persons expressly: (A) Consent to receive information, solicitations, or Raffle materials from CFUSA via email and/or mail and to publicity if a winner.

(B) Represent and warrant that (s)he agrees to be bound by these Rules and the decisions of the CFUSA, which will be binding and final in all matters relating to the Raffle.

(C) Releases the CFUSA from all liability, loss or damage or expense arising out of or in connection with participation in the Raffle or the acceptance, use, or misuse of any Prize.

(D) Knowingly and expressly waives all rights to claim punitive, incidental, consequential, or any other damages (other than for actual out-of-pocket expenses), and/or any rights to have damages multiplied or otherwise increased.

(E) Agrees that all claims, disputes, or causes of action arising out of or connected with the Raffle, or the Prize awarded, shall be individually resolved in binding arbitration without resort to any form of class or representative action.

(F) Agrees that all claims, judgments, and awards, if permitted to proceed, will be limited to Person's actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

17. Disqualification – Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual entry methods will void all entries for that person and will result in disqualification of the person from the Raffle, at CFUSA's sole discretion. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted. CFUSA reserves the right, in its sole discretion, to disqualify any entrant or the winner if the CFUSA determines in its sole discretion that entries or awarding the Prize to such person might reflect negatively on CFUSA or compromise the legitimacy of this, or any future, Raffle. Grounds for disqualification and loss of the Prize can include, but are not limited to: (i) an attempt or success in manipulating the entries or results of the Raffle or tampering with the website; (ii) failure to meet all of the eligibility requirements stated in the Rules, (iii) failure to abide by these Rules, or other instructions of CFUSA, (iv) failure to provide a valid phone number and email at the time of entry, (v) failure to timely respond to notifications or any other request from CFUSA, (vi) failure to timely provide documentation or complete required documents or arrange for receipt of the Prize, (vii) the provision of false, incomplete and/or misleading information to or about CFUSA, (viii) the commission of any fraud or deception in connection with any Raffle, use of the Website, and/or relationship with CFUSA, (ix) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the Prize, in whole or in part, (x) the inability of CFUSA to timely award or otherwise fulfill the Prize, due to circumstances beyond CFUSA's reasonable control, including legal restrictions, Acts of God, natural disasters, pandemics/epidemics, terrorism, weather.

WARNING: ANY PERSON WHO DELIBERATELY UNDERMINES, OR ATTEMPTS TO UNDERMINE, THE LEGITIMATE OPERATION OF THE RAFFLE WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CRIMINAL AND CIVIL PROSECUTION AND PENALTIES. SHOULD SUCH AN ATTEMPT BE MADE, CFUSA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. CFUSA'S FAILURE TO ENFORCE ANY TERMS OF THESE RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

18. Release – As a condition of the Raffle, each person submitting entries or otherwise participating in any fashion agrees to defend, indemnify, release and hold harmless CFUSA and

any other person or organization responsible for fulfilling, administering, advertising or promoting an Raffle and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a person’s entry, creation of an entry or submission of an entry, participation in the Raffle, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

19. Limitations of Liability – The Released Parties are not responsible and will have no obligation or liability resulting from: (i) a person’s entry or attempt to participate in an Raffle, (ii) incorrect or incomplete information, whether caused by a person, technical errors or by any of the equipment or programming associated with or utilized in the Raffle, (iii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iv) unauthorized human intervention in any part of the entry process or the Raffle; (v) technical or human error in the administration of the Raffle or the processing of registrations, entries, donations, or the drawing, (vi) entries, Prize claims or Prize notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (vii) persons who have committed fraud or deception in entering or participating in an Raffle or claiming the Prize, (viii) an inability of the winner to accept the Prize for any reason; (ix) an inability to fulfill or award the Prize due to delays or interruptions due to Acts of God, natural disasters, pandemics/epidemics, terrorism, weather or any other similar event beyond CFUSA’s reasonable control; or (x) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in an Raffle or any Raffle or Prize related activities. If for any reason, a person’s registration or entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, a person’s sole remedy is to submit another entry in the Raffle.

20. Consent by Entrants – Entrants consent to receive information, solicitations, and current or future Raffle materials from CFUSA. They further consent to use by CFUSA of their information as outlined below in Section 24. They can opt out of solicitations by contacting the CFUSA at info@conservationfirstusa.org.

21. Consent to Publicity by the Winner – Except where prohibited by law, acceptance of the Prize also constitutes the winner’s express agreement and consent for CFUSA, and those acting under CFUSA’s authority, to use the winner’s name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by the winner regarding the Prize, worldwide and in-perpetuity for any and all purposes as determined in CFUSA’s sole discretion, including, but not

limited to, advertising, trade and/or promotion on behalf of CFUSA, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, mailings, TV, radio, electronic, cable, emails, social media, websites, or the World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. The Prize winner agrees to confirm this consent in writing if requested. The winner can object to any item of publicity by contacting the CFUSA at info@conservationfirstusa.org.

22. Privacy Policy – Except as set forth below, CFUSA does not rent, sell, or share your information with third parties and will employ reasonable efforts to safeguard it, but cannot guarantee confidentiality and assumes no liability for errors in transmission or unauthorized third-party access. By entering the Raffle, you do consent to CFUSA sharing your information: (a) as required by law or to comply with legal obligations, including as necessary in response to a case, regulator, governmental agency, court or subpoena; (b) as CFUSA determines necessary in relation to any allegation or claim relating to the Raffle including to enforce and support CFUSA legal rights or positions or to investigate or resolve inquiries or disputes; (c) to law enforcement relating to any unlawful conduct or violation of these Rules; (d) to enforce these Rules and our agreements with you; (e) as necessary for operation of the Raffle, including to processors, vendors, hosts and promoters; (f) to address your requests and effectively administer the website; (g) to protect the rights of other participants or third parties; and (h) to maintain CFUSA records.

23. Severability – Each provision in these Rules shall stand separate and independent of every other provision. If an arbitrator or court of competent jurisdiction finds any provision of these Rules to be invalid or unenforceable for any reason, you acknowledge and agree that the remaining provisions shall remain in effect and the arbitrator or court shall enforce the balance of the provisions to the full extent possible.