Heritage Square Foundation 50/50 Raffle

Official Rules

1. General. By participating in the Heritage Square Foundation 50/50 Raffle ("**Raffle**"), entrants agree to be bound by these Official Rules and by the decisions of the Heritage Square Foundation (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**").

3. Foundation Proceeds. Fifty percent (50%) of the Jackpot will benefit Heritage Square Foundation, a 501(c)3 nonprofit organization.

4. Eligibility. The Raffle is open to all natural persons who are located in the State of Arizona at the time of entry and age eighteen (18) and older and subject to these Official Rules, and who have purchased or who intend to purchase tickets to attend Heritage Square's Gin & Jazz Preservation Party.

5. Purchasing Raffle Tickets. ALL PURCHASES MUST BE MADE BY ELIGIBLE ENTRANTS WHO ARE LOCATED WITHIN THE STATE OF ARIZONA AT THE TIME OF PURCHASE. All Raffle Tickets may be purchased as follows: three (3) Raffle Tickets for $5.00; ten (10) Raffle Tickets for $10.00; thirty (30) Raffle Tickets for $20.00. There are no discounts or complimentary Raffle Tickets. From time to time, the Foundation may elect to offer promotions where a larger quantity of Raffle Tickets will be made available as part of a purchase (e.g eighty (80) Raffle Tickets for $20.00). Raffle Tickets will be available for purchase: (1) in-person at Heritage Square (113 N. Sixth St., Phoenix, AZ 85004), and during the Gin & Jazz Preservation Party event at Heritage Square; and (2) on-line at www.heritagesquarephx.org/ until 12/29/19. There is no limit to the number of Raffle Tickets an individual may purchase. Each entrant will receive tear-off raffle tickets to place in the Raffle Ticket bin prior to the selection of the winner. Raffle Tickets purchased online will be available at the Welcome Table at the Gin & Jazz Preservation Party event, in an envelope bearing the entrant's name. 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. The 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. At 10:30pm on the night of the Gin & Jazz Preservation Party event (December 31, 2019), 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 at the event and listed on www.heritagesquarephx.org/.

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 HERITAGE SQUARE during normal business hours to claim a prize. The 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 natural persons age 18 years and older, 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 natural person 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 Heritage Square 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 Heritage Square Foundation, together with their promotional sponsors, advertisers, partners, affiliates, directors, officers, officials, agents, volunteers, contractors, and employees, from any and all liability with respect to any and all claims, injuries, damages, losses and liabilities that may occur, directly or indirectly, in whole or in part, from the participation in the Raffle, including any and all liability (including negligence) for property damages or personal injuries (including the consequences of such injuries, such as death) with respect to acceptance, possession, or use of the prize 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, full permission, except where legally prohibited, to use such as 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. The winner shall execute all documents that the Foundation may require to be signed in connection with this release.

16. General Conditions. Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions or e-mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, app, or other connections including those through and/or by any website or app, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; any error, omission, interruption, defect or delay in transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Official Rules, in any Raffle-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Raffle, including, without limitation, errors or difficulties which may occur in connection with the administration of the Raffle, the processing of entries, the announcement of the prize or in any Raffle-related materials, or the cancellation or postponement of any Heritage Square game, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Raffle. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in the Raffle or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Raffle or attempt to undermine the legitimate operation of the Raffle by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of the Foundation and/or the Released parties or who are in violation of these Official Rules, as solely determined by the Foundation, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of the Raffle is unlawful and subject to legal action by the Heritage Square Foundation. The Foundation shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Raffle, and to resolve all disputes in its sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof); and (ii) disclaim any implied warranty. The Foundation's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The Foundation reserves the right, in their sole discretion, to cancel or suspend the Raffle (or any portion thereof) for any reason including in the event virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Raffle (or any portion thereof). In the event of cancellation, the Foundation reserves the right, in its sole and absolute discretion, to elect to identify a Winner and award the prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE ANY WEBSITE OR APP ASSOCIATED WITH THE RAFFLE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE FOUNDATION WILL DISQUALIFY ANY SUCH ENTRANT, AND THE FOUNDATION RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

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.