

## **Sedona Weekend Drawing (the “Drawing”)**

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN.

A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

**1. Eligibility:** The Drawing is open only to residents of the State of Arizona who are 18 years of age or older, are located in Arizona at the time of the Drawing, and have registered for and participate in the online “Night of Hope” hosted by the Roman Catholic Church of the Diocese of Phoenix (“Diocese”) on Thursday, November 12, 2020 at 6:00pm. Diocese’s officers, directors, employees and agents and their immediate family members (parent, child, and spouse, regardless of where they reside) and those living in the same households of each (whether related or not) are not eligible.

**2. Timing of Drawing:** The Drawing will take place during the Night of Hope event on Thursday, November 12, 2020 (scheduled to take place between 6:00pm – 6:35pm).

**3. How to Enter:** To enter the Drawing, potential entrants must register for and attend the Night of Hope event.

**4. Winner Selection:** During the Night of Hope event, the names of who have registered and clicked on the link to attend the event will be entered into random generator, and a name will be drawn. The winning name will be posted to the comment section of the event website asking the winner to email the Diocese to claim the prize. The potential winner is subject to verification by the Diocese and is not declared a winner until the prize claim is validated and they receive official written notification from the Diocese. Entries which do not comply with these Official Rules will not be considered a winner.

**5. Prizes, Approximate Retail Value (“ARV”):** Total ARV of the prize in this Drawing is \$1000.00 USD. No substitution, cash redemption or transfer of prizes is permitted except at Diocese’s sole discretion or as provided herein. If the advertised prize cannot be awarded for any reason, Diocese reserves the right to substitute a prize of equal or greater value. All federal, state and local income taxes on the prizes and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winners. Arrangements for delivery of prizes will be made after winner validation. Unclaimed prizes shall not be awarded.

**6. Taxes, Fees, and IRS Withholding:** Winner shall be responsible for any and all federal, state and local taxes, including any personal/income tax consequences. Winner must complete and sign a W-9 and tax reporting documentation (in the form of a 1099 or W-2G to collect the prize. Withholding requirements may vary depending upon individual circumstances. Those with questions about this matter should consult their tax advisor. It may be necessary for the IRS withholding requirement to be satisfied before the prize is delivered.

**7. General Rules:** All applicable federal, state and local laws apply. The potential winner will be notified via the comment section of the event website, and must email the Diocese at the email address given to claim the prize. Winner may be required, at Diocese’s discretion, to complete, sign and return an affidavit of eligibility and a liability release within a stated amount of time. The failure to respond to notices or return any required documents in a timely manner, or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Diocese, may result in disqualification of the winner and forfeiture of the prize. By participating in this Drawing, entrants agree to abide by and be bound by these

Official Rules and decisions of the Diocese, which shall be final in all matters relating to the Drawing.

Diocese is not responsible for: (i) electronic or digital transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer; (v) causes beyond Diocese's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Drawing; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Drawing; (vii) any typographical or other error in the printing or advertising related to the Drawing, in the administration or execution of the Drawing, or in the announcement/notification of prize winners; or (viii) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.

If for any reason this Drawing cannot be executed as planned, including but not limited to cancellation of the event, infection by virus, tampering, fraud, technical failures, or any other causes beyond the control of Diocese that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Drawing, or if this Drawing is compromised or becomes corrupted in any way, electronically or otherwise, Diocese reserves the right, in its sole discretion, to suspend or terminate this Drawing.

Diocese reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method, or any entry service.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, DIOCESE RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made.

**8. Release & Waiver:** By participating in this Drawing, entrants agree to release, discharge and hold harmless Diocese from and against any and all liability, loss, injuries or damages associated with participation in this Drawing or the acceptance, possession, use or misuse of any prize received in this Drawing. By participating in this Drawing, entrants waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to participate.

**9. Disputes/Venue/Governing Law:** By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Drawing or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court Maricopa County, Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not

limited to costs associated with entering this Drawing but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Diocese in connection with the Drawing shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Drawing-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.