

**ARIZONA DEER ASSOCIATION
SPECIAL BIG GAME TAG RAFFLE
RULES AND PROCEDURES
ARIZONA GAME AND FISH COMMISSIONERS' TAG FOR ELK**

AGREEMENT TO ABIDE BY THE RULES: By entering the Arizona Deer Association Special Big Game Tag 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 Deer Association ("ADA"), a non-profit 501-c-3 corporation, active and in good standing in the State of Arizona. Its mission is dedicated to dedicated to improving habitat and expanding Arizona's mule deer and Coues' deer herds. ADA will return one hundred percent (100%) of the proceeds from the Raffle of the Arizona Special Big Game Tags to the Arizona Game and Fish Department. All other net proceeds from the Raffle will be used by ADA 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 admin@azdeer.org. Inquiries regarding the Raffle, including questions about the Rules, eligibility, the odds of winning, prizes, and ticket pricing, must be submitted to admin@azdeer.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. Arizona Deer Association 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 (1) prize offered during the Raffle. All prize information and dates for entry are described below.

During the Raffle there will be (1) winner for the following Arizona Special Big Game Tag species: Elk. Winner of this tag is entitled to hunt anytime during the period August 15, 2027 – August 14, 2028 and must adhere to AZGFD Commission Order 29. No guide service will be provided with this tag. This tag is awarded by the Arizona Game and Fish Department and cannot be sold. Winner of this tag is responsible for purchasing an Arizona hunting license.

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

5. Dates for Entry and Drawings –

Raffle tickets may be purchased beginning no later than 8:00 am (Arizona) on September 1, 2026 and ending at 10:00 pm (Arizona) on September 30, 2026. The winning entries for all prizes (and a first and second alternate) will be selected at random on October 1, 2026, exact time and date TBA. The winner need not be present.

6. Tickets – Cost for tickets are as follows:

All Arizona Special Big Game Elk Tag tickets are \$20 each.

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 ADA 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 only 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 – ADA will conduct the raffle drawing. The winning ticket number will be selected randomly through use of a random number generator.

8. Notification of Winners – Within two (2) business days of the drawing, ADA 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 ADA, be required to provide identification, to provide proof of eligibility, to contact ADA, 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 Arizona Special Big Game Tags will be required to complete a hunter information form and sign an Arizona Special Big Game Tag Sale Agreement form within 30 days of the drawing. Each winner of the Arizona Special Big Game Tags may request the winning tag(s) be issued in someone else's name, however the tag must be issued within 30 days of the raffle drawing. Once the tag is issued, there are only two ways the tag can be transferred per Arizona Game and 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 ADA 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 ADA's sole discretion, the potential winner will be disqualified and the prize will be forfeited and awarded to alternate winners or returned to ADA.

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.

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 ADA at the time these rules were first printed.

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

14. Miscellaneous – The decisions of the ADA 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 ADA that may cause the Raffle to be disrupted or corrupted, the ADA 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 ADA 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 ADA 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, ADA reserves the right to seek damages from any such person to the fullest extent permitted by law. Any failure by ADA and/or the ADA 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 ADA 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 ADA 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. ADA 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 ADA's reasonable control that impairs the integrity or proper functioning of the Raffle, as determined by ADA. If ADA determines, in its sole discretion, that the integrity or viability of the Raffle is compromised, ADA 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 ADA 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 ADA, which will be binding and final in all matters relating to the Raffle.
- (C) Releases the ADA 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 ADA's sole discretion. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted. ADA reserves the right, in its sole discretion, to disqualify any entrant or the winner if the ADA determines in its sole discretion that entries or awarding the Prize to such person might reflect negatively on ADA 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 ADA, (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 ADA, (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 ADA, (viii) the commission of any fraud or deception in connection with any Raffle, use of the Website, and/or relationship with ADA, (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 ADA to timely award or otherwise fulfill the Prize, due to circumstances beyond ADA'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, ADA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. ADA'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 ADA 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 a 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 ADA'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 ADA. They further consent to use by ADA of their information as outlined below in Section 22. They can opt out of solicitations by contacting the ADA at admin@azdeer.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 ADA, and those acting under ADA'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 ADA's sole discretion, including, but not limited to, advertising, trade and/or promotion on behalf of ADA, 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 ADA at admin@azdeer.org.

22. Privacy Policy – Except as set forth below, ADA 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 ADA 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 ADA determines necessary in relation to any allegation or claim relating to the Raffle including to enforce and support ADA 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 ADA 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.