

**CHILDREN'S CANCER NETWORK  
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 Children's Cancer Network ("CCN"). No modification of these rules shall be enforceable unless made by CCN.
2. Participant must be licensed driver, 21 years old or older at time of entry and a full-time resident of the State of Arizona or a member of the U.S. military stationed in Arizona. Winner may be required to sign an affidavit of eligibility and a full release as a condition to receiving the prize, at the discretion of CCN. 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. All tickets are electronic and will be entered separately in the drawing. Chances of winning depend upon the number of eligible tickets sold. Each ticket is a separate and equal chance to win a 2021 Toyota Highlander XLE or a vehicle of comparable value. The vehicle is provided by a Valley Toyota Dealers Association, Inc. member dealership, which is 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 on September 30, 2021. All tickets must be purchased on or before the drawing date to be eligible for the drawing.
5. When an online entry ticket is purchased, a ticket will be entered into the electronic system, for each entry ticket purchased, under the purchaser name identified on the entry at the time of purchase "a Ticket" will automatically be entered into the drawing. At the drawing, the Winner will be announced based on the name and information provided at purchase. Purchasers can contact CCN at [patti.luttrell@childrenscancernetwork.org](mailto:patti.luttrell@childrenscancernetwork.org) to check when their ticket order was processed.
6. Winner need not be present to win, and notification will be made by telephone, email or USPS. If the Winner does not respond to claim any prize within forty-eight (48) hours after the third attempt to contact, then CCN, in its sole discretion may award the prize to another entrant based on a new drawing.
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 CCN nor the vehicle provider has any liability with regard to taxes and fees for the vehicle.
9. Winner agrees to pay 25% 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 Internal Revenue Service ("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. 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 or donation for income tax purposes.
10. Winner agrees to the use of his/her name, address, photograph or videotape likeness and statements for publicity purposes by CCN and agrees to sign a publicity release without any further compensation.
11. Ticket purchasers, by participating (and winner, by accepting a prize) release CCN, Valley Toyota Dealers Association and its member dealerships, and their respective boards, 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 (collectively, "Indemnitees"), 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, other than applicable manufacturer's express warranties. Any liability of Indemnitees shall be limited to ticket price paid and in the case of any dispute, CCN's decision shall be final. CCN 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 5 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 CCN, a 501(c)(3) non-profit foundation, located in Chandler, Arizona. CCN has been in existence continuously in Arizona for over five years.

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.