**Arizona Lottery**

**FY25 Q2 Holiday Sales Increase Contest rules**

**Official Rules**

**Eligibility**

The Arizona Lottery FY25 Q2 Holiday Sales Increase Contest (“Promotion”), presented by the Arizona Lottery (“Lottery”), is open to all retailers that are licensed in good standing to sell Lottery tickets and are not in “insufficient funds” status. The following individuals are not eligible to participate or win a prize in this Promotion: any person who is directly employed by the Arizona Lottery or a Familial Person (e.g., spouse, children, parents, siblings, housemates, roommates, friends and/or romantic partners) whose principal residence is the same as such Arizona Lottery employee. Additionally, any sponsor of the promotion, internal sales representative, vendor or contractor who is responsible for supplying gaming equipment or Arizona Lottery tickets, advertising, consulting services, who participates in any way with the drawings or otherwise selecting winning Arizona Lottery tickets or who has access to secured Arizona Lottery locations or a Familial Person (e.g., spouse, children, parents, siblings, housemates, roommates, friends and/or romantic partners) whose principal residence is the same as such vendor or contractor or the immediate supervisor of such vendor or contractor may not participate in this Promotion. QuikTrip, Wal-Mart, and Route Service Retailer (CVS) are excluded from this promotion.

**Promotion Duration**

The Promotion begins on October 1st, 2024,12:00:01am AST, and ends on January 7th, 2025, 11:59:59 pm AST.

**Entry Criteria**

Each retail store that has sold Scratchers during the Promotion Period will qualify for one entry for an incentive prize (“Qualifying Store”). Each Qualifying Store may receive one entry only per Qualifying Store.

Each Qualifying Store will be reviewed, and the top two retailers in each territory that have the highest sales increase year over year (October 1st, 2023 through January 7th, 2024 compared to October 1st, 2024, through January 7th, 2025) and the top two retailers with the highest percentage increase year over year (October 1st, 2023 through January 7th, 2024 compared to October 1st, 2024, through January 7th, 2025) will receive the incentive prize defined below if the selection criteria are met. Winning an incentive prize is subject to availability, subject to each participating retailer’s internal policy, and subject to the limitations and conditions stated herein. There is no guarantee that each Qualifying Seller will receive a prize.

**Selection of Winners**

The lottery will determine and select winners within 28 days from the promotion end date at the Arizona Lottery Phoenix Office, 4740 E. University Drive, Phoenix, 85034.

**Incentive Prizes**

Each Qualifying Store selected by meeting the specified requirements will receive four $25.00 Gift cards for a total of $100 and a gift basket with available branded items currently reserved for retailer and player giveaways. A total of 92 prizes (three hundred and sixty-eight gift cards and 92 gift baskets) will be won.

**Taxes and Expenses**

The winners are responsible for any local, state and federal taxes. Any additional expenses incident to any prize are the responsibility of the winners.

**Odds of Winning**

Odds of winning any prize depend on the number of Qualifying Stores that meet the Eligibility and Entry Criteria during the Promotion Period.

**Redemption and Notification**

The responsible Lottery Territory Manager will notify a winning store within 21 days after the drawing.

**General Terms:**

By participating in this Promotion, entrants agree to be bound by these Official Rules.

The Lottery retailer incentive promotional prizes and conduct of the Promotion are provided by order of the Arizona Lottery Commission under A.R.S. § 5-554(C) and pursuant to Promotion Profile #56, as a “Retailer Incentive” Play Style. Should any winner make any false statement in connection with this Promotion, the winner will be required to promptly return to the Lottery, upon demand, any prize.

The Lottery reserves the right, in its sole discretion, to modify these Official Rules without materially affecting the terms and conditions of the Promotion. No modification or amplification, oral or written, with respect to the covenants, conditions and terms herein contained, shall be binding upon the Lottery unless embodied in an instrument in writing mutually approved by the Lottery. The Lottery reserve the right to modify, terminate, or suspend the Promotion, or any part of it, if any viruses, bugs, unauthorized human intervention, fire, flood, earthquake, epidemic, explosion, labor dispute or strike, act of public enemy, equipment failure, riot or civil disturbance, war or other military action, terrorist threat or activity, government order, fraud, technical failures or any other factor beyond the Lottery’s reasonable control (a “Force Majeure Event”) impairs the integrity, feasibility or proper functioning of the Promotion, as determined by the Lottery in its sole discretion. The Lottery reserve the right, in its sole discretion, to disqualify any entrant, winner or designee from participating in any aspect of the Promotion if determined or suspected that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of the law or these Official Rules; (b) damaging or tampering with or corrupting the entry process or the operation of the Promotion; (c) participating in unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent or potentially fraudulent behavior; (d) acting with intent to annoy, abuse, threaten or harass any other person; or (e) participating in any activity deemed to be generally inconsistent with the intended operation of the Promotion or the Retailer Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Lottery reserves the right to seek damages from any such person to the fullest extent permitted by law. The Lottery’s discretion in enforcing any term of these Official Rules shall not constitute a waiver of that provision.

Whether caused by an entrant, by any of the equipment or programming associated with or utilized in this Promotion, or by any technical or human error that may occur in the processing of the Promotion, the Lottery is not responsible for inaccurate information, which may be the result of: (1) error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Promotional materials, information or records; or (2) lost, misdirected, late, incomplete, illegible or unintelligible Promotional materials, information or records. The Lottery is not responsible for any printing or technical error, which may occur in processing, printing or distribution of Promotion materials, information or records.

The Lottery make no express or implied warranties of any kind with respect to the safety, appearance, or performance of any prize offered.

By participating in the Promotion, each winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of winner's name and/or likeness in any and all advertising promotions and other publicity conducted by the Lottery, unless prohibited by law. By participating in the Promotion, each winner agrees to waive any and all rights to confidentiality.

**Limitation of Liability**

By accepting a prize, an entrant, on behalf of himself or herself and his or her heirs and legal representatives, agrees to release the Lottery from, and shall hold the Lottery harmless against, any liability, loss, claims, injury or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prizes or participation in this Promotion, even if caused or contributed to by the negligence of the Lottery. Lottery is not liable in the event that any portion of the Promotion or prize is canceled due to any Force Majeure Event.

**Disputes**

Any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded are governed by Arizona Administrative Code (“A.A.C.”) § R19-3-1008. Any decision by the Arizona Lottery Director is a final, appealable agency action to the Office of Administrative Hearings under the procedures of A.A.C. § R2-19-101 through § R2-19-122. Exhaustion of administrative remedies applies.

**Winner’s List**

A list of winners will be available upon request after the Promotion is completed and all prizes have been awarded.