



glimmer of
HOPE PRESENTED BY PACC911

Rules and Conditions

PACC911 Glimmer of Hope 2023 Raffle

1. **SPONSOR.** The Raffle is sponsored by PACC911 – Phoenix Animal Care & Coalition, an Arizona nonprofit corporation (“Sponsor”). All decisions of the Sponsor are final.
2. **TO ENTER.** From May 10, 2023, 8:00am PST through November 12, 2023, 2:00pm MST or until 2,000 tickets have been sold, (“Entry Period”), entrants may enter Sponsor’s Toyota Car Raffle (“Raffle”) by purchasing a raffle ticket from an authorized employee or member of the Sponsor for \$100 each or 3 tickets for \$250 if purchased in one transaction, payable to PACC911 and completing a registration form which will include name, complete address, city, state, zip code, email address (if available), and telephone number and returning it to Sponsor at 10645 N. Tatum Blvd. Suite 200-516, Phoenix, AZ 85028. Tickets may also be purchased from the Sponsor over the internet at: pacc911.org. No discounts to the above prices or complimentary raffle tickets will be given. No refunds or replacements will be issued.

It is the responsibility of the ticket purchaser to provide correct contact information to the Sponsor. When an order for a ticket is placed online, the Sponsor will complete the ticket by filling in the name, address, email and phone number of the purchaser, and the ticket will be deposited in the safe at Sponsor’s office until the official drawing.

NOTE: DEADLINE TO PURCHASE TICKETS IS November 12, 2023, 12:30pm MST OR UNTIL 2,000 TICKETS ARE SOLD.

The odds of winning the raffle depend upon the number of raffle tickets purchased for the drawing.

3. **OFFICIAL DRAWING.** The official drawing will take place on November 12, 2023 at approximately 1:45 pm at J.W. Marriott, Camelback Inn, 5402 E. Lincoln Dr., Scottsdale, AZ. One winning entry will be drawn. **The raffle winner need not be present.** Identification that matches the name on the winning raffle ticket will be required to claim the prize.
4. **NET PROCEEDS.** All net proceeds of the raffle will benefit the Sponsor, a designated 501(c)(3) nonprofit organization.
5. **CONDITIONS.** An eligible entrant may only enter via the ticket purchasing methods as described above. Incomplete entries are void. By entering, entrants acknowledge compliance with these Toyota Car Raffle Rules (the “Official Rules”), including all eligibility requirements. All entries become the property of the Sponsor and will not be returned. Neither Sponsor nor advertising and promotion agencies are responsible for incorrect or inaccurate transcription of entry information, or any other error or malfunction, or late, lost, mutilated, illegible, non-delivered or misdirected entries. Entry materials that have been tampered with or altered are void. No copies, facsimiles, or reproductions of entries will be accepted.
6. **DETERMINATION OF WINNER.** A random drawing will be conducted on or before November 12, 2023, from among all eligible entries received. Odds of winning depend upon the number of eligible entries received, not to exceed 2000 tickets sold. The winner will be notified by telephone or email. Any attempt to deliberately damage the content or operation of this Raffle is unlawful and subject to legal

action by the Sponsor or its agents. TICKETS (PRIZE) ARE NON-TRANSFERABLE AND CANNOT BE SOLD.

7. PRIZE. One prize will be awarded. The winner will receive a new 2023 Toyota RAV4 as their prize (the "Prize"). The approximate manufacturer's suggested retail value of the Prize is approximately \$28,000. The exact color of the Prize is subject to the availability of inventory and is solely at the discretion of the Prize Donor. The vehicle is provided by a dealer member of the Valley Toyota Dealers Association, Inc., ("Prize Donor") which is not involved in the management, sales, operation or conduct of the Raffle. At the Raffle winner's request, in lieu of the specified vehicle the Prize Donor may provide the winner with a \$15,000 cash prize (payable by check). If the winner selects this "cash option," the specified vehicle will not be awarded as a prize.

8. ELIGIBILITY. The Raffle is open to legal residents of the State of Arizona, United States, who are physically located in the State of Arizona, United States, and who are twenty-one (21) years of age or older at time of entry, possess a valid driver's license and have in effect automobile liability insurance as required by law, in order to participate. Employees, Directors and Board Members of the Sponsor and their immediate families are not eligible to win the Prize. For purposes of the Raffle, "immediate family members" include an entrant's spouse, children, siblings, parents, grandparents, grandchildren and household members.

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 the Prize.

9. WINNER'S NAME. For the name of the prize winner, send a self-addressed, stamped envelope to: PACC911, 10645 N. Tatum Blvd. Suite 200-516, Phoenix, AZ 85028.

10. RULES REQUESTS. To receive a copy of the official rules, send a self-addressed, stamped envelope to the same address listed in Item 9, ATTN: CAR RAFFLE, or log onto pacc911.org.

12. WINNER NOTIFICATION. The raffle winner will be notified of the random drawing of his (or her) winning raffle entry by Sponsor. Sponsor will notify the raffle winner by email (at the email address provided on the winning raffle entry) or by telephone (at the telephone number provided on the winning raffle entry). The raffle winner will be notified by Sponsor once a day for three (3) business days (during standard business hours) starting on the date of the drawing. Raffle winner must present proof of indemnity, a valid driver's license, proof of insurance, and a completed and executed IRS Form W-2G (and other documentation and funds as may be required by Section 13 hereof) to claim the Prize. If no response is received from the raffle winner by 5 pm MST of the business day immediately following Sponsor's 3rd attempt to contact the raffle winner, then Sponsor will proceed in a manner so determined by Sponsor in its sole judgment to award the Prize to another eligible participant.

13. TAXES AND FEES. The taxable value of the Prize will be treated as ordinary income to the Raffle winner or the next determined eligible participant determined in accordance with Section 12 hereof (the "Official Winner") for federal and state income tax purposes, and the Official Winner will be required by law to pay the tax liability incurred in connection with his/her receipt of the Prize. The Prize will not be delivered to the Official Winner until the Sponsor has received from the Official Winner a complete and executed IRS Form W-2G and any other documentation as may be required. At the time of this printing, federal law requires that the corresponding federal income tax withholding for prizes valued at \$5,000.00 or greater must be collected from the winner upon prize distribution. Thus, the Prize will be delivered to the Official Winner only after the amount equal to twenty-five percent (25%) of the value of the Prize or appropriate amount as mandated by the I.R.S has been collected by Sponsor from the Official Winner. Federal and state tax withholding laws are subject to change without notice. The withholding laws in effect at the time the Prize is to be distributed to the Official Winner will be followed. Prize Donor will also assume responsibility for all title, registration, and transportation fees when Official Winner takes possession of the Prize. Prize Donor will retain possession of the Prize until title from Prize Donor is transferred to the Official Winner and all required taxes for the Prize are paid by the Official Winner.

Official Winner is responsible for all gasoline, maintenance, mileage, wear and tear, licensing, and insurance that may be associated with the Vehicle. If you are an Official Winner, it is important that you determine what federal, state and/or local taxes and fees you must pay. Official Winner is encouraged to consult with an attorney, accountant or tax preparer to make that determination.

14. **LIMITATIONS ON LIABILITY AND DISCLAIMERS.** Sponsor, its employees and its Directors, will not be responsible for or liable to any prize winner, winner's family, or estate for any submissions of entries that are lost, late, illegible, damaged, incomplete, or incorrect. Sponsor can, at any time it chooses without recourse, decide to terminate or modify the Raffle if the integrity of the Raffle appears to be compromised. If the Raffle is cancelled, all monies paid for raffle tickets will be returned to entrants. Decisions of the Sponsor related to the winner, interpretation of Official Rules, and other matters related to this Raffle are final.

Ticket purchasers, by participating (and Official Winner, by accepting a prize) release Sponsor, Prize Donor 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, from any and all liability with respect to participation in the raffle 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. Any liability of Sponsor or Prize Donor shall be limited to ticket price paid and in the case of any dispute, Sponsor's decision shall be final.

15. **GOVERNING LAW.** This Raffle is subject to all applicable federal, state, and local laws. All disputes surrounding the Raffle and any prize awarded hereunder will be subject to the substantive laws of Arizona. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

16. **GENERAL.** Official Winner consents to the use of his or her name, biographical information, photographs and/or likeness for advertising and publicity purposes without additional compensation, except where prohibited. Sponsor reserves the right to verify eligibility qualifications of the winner. Purchased tickets are not tax deductible nor considered a donation to the Sponsor. Winners and guests must demonstrate appropriate and respectful behavior during the event, inappropriate behavior may result in forfeiture of prize.