

**ARIZONA SPORTSMEN FOR WILDLIFE CONSERVATION  
2024 TERO X 5.0 E-BIKE RAFFLE  
RULES AND PROCEDURES**

**AGREEMENT TO ABIDE BY THE RULES:** By entering the Tero X 5.0 E-bike 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 Sportsmen for Wildlife Conservation (the "AZSFWC"), a non-profit 501-c-3 corporation, active and in good standing in the State of Arizona. The AZSFWC will receive one hundred percent (100%) of the net proceeds from the Raffle. Its mission is to help fund wildlife habitat enhancement initiatives and provide education on important issues related to wildlife conservation.

**NOTICE REGARDING DISPUTE RESOLUTION:** These rules contain terms that govern how claims between you and the AZSFWC relating to your participation or involvement with the Raffle will be resolved. For example, section 18 below includes an arbitration agreement and waiver of a class action that requires you to submit all claims to arbitration (instead of going to court before a judge and jury) and limits your ability to bring claims only in an individual capacity (and not as part of or on behalf of any a class action or purported collective or representative claim or proceeding).

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 [info@azsfwc.org](mailto:info@azsfwc.org). Inquiries regarding the Raffle, including questions about the Rules, eligibility, the odds of winning, prizes, and ticket pricing, must be submitted to [info@azsfwc.org](mailto:info@azsfwc.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 number of available prizes, the number of tickets purchased, and the total number of tickets issued to all participants, including those that are sold, those that are awarded as prizes, and those that are given away in official raffle promotions, at the time of the drawing.
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 or a portion of a prize in the raffle. Only ticket(s) that have been paid for, and have been verified as paid for, are eligible for the subsequent 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. AZSFWC 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. This eligibility exclusion does not apply to AZSFWC member organizations, or their boards, officers, or employees, who have no role in, or operational control or influence over, the Raffle.

4. 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.

5. Prizes – There will be one winner of the Raffle, and that winner will receive the single prize of Turbo Tero X 5.0 E-Bike. The winner will choose their preferred size, the bike is offered in sizes S-XL. Additional specs for the bike include: specialized Full Power 2.0 Motor with 70Nm of torque and a 710Wh Battery; range up to 86 miles (140 km) or 6.5 hours on a single charge (eco mode); specialized app; 130/120mm of full suspension: lock-out equipped RockShox 35 Silver fork and a RockShox Deluxe Select R; Dropper seat post; DRYTECH stainless steel fenders; world-renowned Ground Control Grid T7 tires; integrated Lezyne Super E600 front light with 600 lumens and Lezyne Fender rear light; rear rack with side pannier rails provide 20kg carrying capacity; compatible with the Front Rack and Adventure Plate for an additional 10kg of capacity; front and rear wheel combination of 29”/27.5”, also known as a mullet setup, in all sizes except the S. The S features 27.5”/27.5” front and rear wheel combinations.

There are no substitutions eligible for this Prize, which is provided without any representations, warranties or guarantees. The approximate retail value of the prize is \$5,500. **This prize is subject to federal withholding in the estimated amount of \$1315 as described in #11 below.**

6. Dates for Entry and Drawing – Raffle tickets may be purchased beginning 8:00 am (Arizona) on March 27, 2024, and ending when 500 tickets are sold. The winning entries (and a first and second alternate) will be selected at random when the Raffle ends. The winner need not be present.

7. Tickets – A maximum of 500 tickets for the Raffle will be sold. Tickets are non-refundable. Tickets are sold individually and cost \$20 each. Each raffle ticket may have only a single name, email, phone number, and address listed. Notifications will only be sent to the listed email. Listed participants are required to notify the AZSFWC 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 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 or check.

8. Drawings – In all drawings, prizes with the lowest MSRP will be drawn first progressing in order to the prizes with the highest MSRP. Raffle ticket purchasers may win more than one prize, unless the Raffle has only one Prize. Each eligible ticket will be included in the drawing. AZSFWC will conduct all raffle drawings. Winning tickets are selected randomly through use of a random number generator.

9. Notification of Winners – Within two (2) business days of the drawing, AZSFWC will call or email the winner(s) using the information provided at the time of entry, which will be the only means and manner of notification. If the winner fails to claim the Prize or if the winner is disqualified, AZSFWC may determine that the first alternate (or the second alternate if necessary and in succession) is the winner and give them notice of the Prize. The winner may be required to give identification, demonstrate proof of entry and/or provide information for any required tax reporting before claiming the Prize.

10. Claiming Prizes – Bike Masters North Mesa will provide this bike in the buyer's preferred size; the bike is offered in sizes S-XL. Bike Masters North Mesa will handle the build of the winning bidder's Tero X 5.0 as well as perform the rider handoff, where features of the bicycle will be explained. Tubeless setup, suspension tune, general fitting and 2 tune ups for this bicycle will be included with the winning bid. **Bike must be collected at Bike Masters North Mesa and will not be shipped.** Bike Masters North Mesa is located at 2031 N. Power Rd, Suite101 Mesa, Az 85251.

In order to claim and receive their prize, a potential winner must submit any required withholding taxes, and may, at the sole discretion of AZSFWC, be required to provide identification, to provide proof of eligibility, to contact AZSFWC, 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).

If a potential winner does not claim a prize within the required period, does not execute and return required documents within the specified time period, is not in compliance with these rules, or is otherwise found to be ineligible, then, at the AZSFWC's sole discretion, the potential winner will be disqualified and the prize will be forfeited and awarded to alternate winners or returned to AZSFWC.

11. 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. The winner will be required to complete and return to AZSFWC an IRS Form 5754, W-9 form, W8-BEN, and/or other applicable forms (i.e., Request for Taxpayer Identification Number and Certification) along with calculated withholding amounts before, and as a condition precedent to, receiving a Prize.

The Department of the Treasury requires AZSFWC to collect withholding taxes from winners of all major prizes with a cost exceeding \$5,000. The withholding tax rate is 24% of the cost of the prize. Following receipt of payment to the AZSFWC, the withholding tax will be deposited with the Department of the Treasury and a Form W-2G will be issued to the winner in January following the drawing for tax purposes.

12. 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.

13. Statements – Statements made regarding the Raffle are based on information available to the AZSFWC at the time these rules were first printed.

14. Language -- The raffle is conducted in English.

15. Laws and Regulations - All applicable federal, state and local laws and regulations are incorporated into these rules. The raffle is conducted pursuant to A.R.S. § 13-3302

16. Waiver/Limitations of Liability -- By choosing to participate in the raffle, ticket purchasers, ticket holders, and prize winners release AZSFWC and each of its respective affiliates, partners, subsidiaries, agents, representatives, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, employees and agents, including advertising and promotion agencies (the "released parties"), from any and all liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the raffle or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. No released party shall be responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

17. Miscellaneous – The decisions of the AZSFWC are final with respect to all aspects of this Raffle. The Raffle and these Rules will be governed, construed and interpreted under the laws of the State of Arizona, without regard to choice of law principles. 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 AZSFWC that may cause the raffle to be disrupted or corrupted, the AZSFWC 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 winners from only the non-suspect, eligible entries received up to the time of the impairment. The AZSFWC 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 AZSFWC 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, AZSFWC reserves the right to seek damages from any such person to the fullest extent permitted by law. Any failure by AZSFWC and/or the AZSFWC 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.

18. Dispute Resolution – Any dispute or claim arising out of, or relating in any way, to the Raffle, participation in it, these Rules, including all issues concerning the construction, validity, interpretation, and enforceability of these Rules, entrant rights and obligations, the rights and obligations of the AZSFWC, or the extent of any waiver or release of claims, indemnification, limitations of liability or waiver, shall be settled by binding and unappealable arbitration administered by the American Arbitration Association by operation of these Rules in accordance with its Consumer Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. ALL ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER OR OTHERWISE ON BEHALF OF OTHERS IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Phoenix, Arizona. The arbitration shall be governed by the laws of the State of Arizona. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. Hearings will take place pursuant to the standard procedures of the Consumer Arbitration Rules, although the parties can appear in person, by video or telephonically. The standard provisions of the Consumer Arbitration Rules shall apply. Arbitrators will only have the authority to grant relief as otherwise specified in these Rules. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. To the extent damages are awarded, the arbitration award shall be limited to actual out-of-pocket costs incurred. In addition, the prevailing party will be entitled to recover its attorneys' fees and arbitration costs.

19. Agreement and AZSFWC 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 AZSFWC 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. AZSFWC 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 AZSFWC's reasonable control that impairs the integrity or proper functioning of the Raffle, as determined by AZSFWC. If AZSFWC determines, in its sole discretion, that the integrity or viability of the Raffle is compromised, AZSFWC reserves the right to void any entry at issue and/or terminate the relevant portion of the Raffle, including the entire Raffle.

20. Entry Conditions and Release – As a condition of entering the Raffle, persons expressly:
- (A) Consent to receive information, solicitations, or Raffle materials from AZSFWC via email and/or mail and to publicity if a winner as outlined in Sections 17 and 18 below.
  - (B) Represent and warrant that (s)he agrees to be bound by these Rules and the decisions of the AZSFWC, which will be binding and final in all matters relating to the Raffle.
  - (C) Releases the AZSFWC 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, per Section 11, 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.

21. 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 AZSFWC’s sole discretion. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted. AZSFWC reserves the right, in its sole discretion, to disqualify any entrant or the winner if the AZSFWC determines in its sole discretion that entries or awarding the Prize to such person might reflect negatively on AZSFWC 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 AZSFWC, (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 AZSFWC, (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 AZSFWC, (viii) the commission of any fraud or deception in connection with any Raffle, use of the Website, and/or relationship with AZSFWC, (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 AZSFWC to timely award or otherwise fulfill the Prize, due to circumstances beyond AZSFWC’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, AZSFWC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. AZSFWC’S FAILURE TO ENFORCE ANY TERMS OF THESE RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.**

22. 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 AZSFWC 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.

23. 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 an 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 AZSFWC’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.

24. Consent by Entrants – Entrants consent to receive information, solicitations, and current or future Raffle materials from AZSFWC. They further consent to use by AZSFWC of their information as outlined below in Section 19. They can opt out of solicitations by contacting the AZSFWC at [info@azsfwc.org](mailto:info@azsfwc.org).

25. 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 AZSFWC, and those acting under AZSFWC’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 AZSFWC's sole discretion, including, but not limited to, advertising, trade and/or promotion on behalf of AZSFWC, 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 AZSFWC at [info@azsfwc.org](mailto:info@azsfwc.org).

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

27. 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.