

**FRESH START WOMEN'S FOUNDATION –
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 Fresh Start Women's Foundation ("FSWF"). No modification of these Official Vehicle Raffle Contest Rules shall be enforceable unless made by FSWF.
2. Participant must be a 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 and possess adequate insurance, as required by law. The winner of the Raffle ("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 FSWF. Raffle entries are personal to the individual who purchases the entries 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 2023 Toyota Highlander or a vehicle of comparable or higher 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 fees, taxes, title fees, license fees, insurance costs, extended warranties costs and all other costs incurred in claiming, registering or using the vehicle.
4. The raffle drawing shall be held at the FSWF Charity Golf Classic taking place at Talking Stick Golf Club in Scottsdale, Arizona on Friday, November 3, 2023. 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 and "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 602.261.7169 or vhorne@fswf.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 based upon the information purchaser provides at the time of the purchase of the ticket. If Winner does not respond to claim the prize within forty-eight (48) hours after the third attempt to contact such Winner, then FSWF, in its sole

discretion may award the prize to another entrant based on a new drawing. These Rules (including the foregoing Rules) shall apply to any Winner at 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 the person attempting to pick up the vehicle 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. If Winner does not take delivery within such period, Winner 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 such dealership to take delivery. There may be delay in the availability of the model vehicle depending upon the arrival of qualifying vehicles at the dealership donating the vehicle. Winner must provide evidence of all insurance required by applicable law 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 FSWF, nor Valley Toyota Dealers Association, Inc., has any liability with regard to taxes and fees for the vehicle.
9. Winner agrees to pay 25% federal income tax withholding on the total prize value (approximate retail value of the vehicle as delivered, less the cost of one ticket to enter the raffle) to Valley Toyota Dealers Association prior to release of the vehicle. Valley Toyota Dealers Association, Inc. will submit the taxes collected to the Internal Revenue Service (the "IRS"). Valley Toyota Dealers Association, Inc. will file a form W-2G with the IRS to report the net value of the prize won and the taxes paid by Winner. 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 FSWF, and agrees to sign a publicity release without any further compensation.
11. Ticket purchasers, by participating (and Winner, by accepting a prize) release FSWF, Valley Toyota Dealers Association, Inc. and its member dealerships, and their respective officers, directors, board members, 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, and all of their respective successors and assigns (collectively, “Releasees”), for, from and against any and all liability with respect to participation in the promotion or 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 Releasees shall be limited to ticket price paid and, in the case of any dispute, FSWF’s decision shall be final. FSWF reserves the right to modify or amend these 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 raffle with the purpose to defraud, or knowing that he or she is facilitating a fraud, is guilty of a crime.
13. THIS RAFFLE CONTEST IS SUBJECT TO ALL APPLICABLE INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS, AND IS VOID WHERE PROHIBITED, TAXED, OR OTHERWISE RESTRICTED.
14. All proceeds of this Raffle Contest benefit FSWF, a 501(c)(3) non-profit foundation, located in Phoenix, Arizona. FSWF has been in existence continuously in Arizona for over five years.

BY ENTERING THIS RAFFLE CONTEST, ENTRANTS AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS RAFFLE CONTEST, 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 ENTRANTS 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 ALL ENTRANTS.