

Boys & Girls Clubs of the Valley
Official Arizona Needs Club Kids Raffle Contest Rules
July 28, 2025

1. THE CHARITY; AMENDMENT. The Arizona Needs Club Kids (the “**Raffle**”) is sponsored by Boys & Girls Clubs of the Valley, Inc. (“**BGCAZ**”), an Arizona nonprofit corporation that has received a Determination Letter from the Internal Revenue Service (“**IRS**”) related to its status as an Internal Revenue Code (“**IRC**”) **Section 501(c)(3)** organization. BGCAZ has been in existence and operating continuously in Phoenix, Arizona for over **75 years**. All net proceeds from the Raffle will benefit BGCAZ.

BGCAZ reserves the right to modify or amend the Official Raffle Contest Rules without notice at any time. These Official Raffle Contest Rules may not be waived, modified, or supplemented except by BGCAZ. No modification of these Official Raffle Contest Rules shall be enforceable unless made by BGCAZ. All decisions of BGCAZ are final. This Raffle is subject to all applicable international, federal, state, and local laws, and is void where prohibited, taxed, or otherwise restricted.

2. THE PRIZE. An ALL-NEW **2025 Toyota Tacoma TRD Sport** or a vehicle of comparable value, including registration, sales tax, title, and **1-year** license fees (collectively, the “**Prize**”). Color, trim and options of prize vehicle may be different than shown in promotional materials. The Prize is provided by the Valley Toyota Dealers Association, Inc., an Arizona nonprofit corporation and its member dealerships (individually and collectively, the “**VTD**”). Prizes may not be exactly as shown on the website and are based on availability. If unavailable, a similar prize may be substituted by the VTD. No warranty is implied or expressed as to any prize from the Raffle. The VTD is not involved in the management, sales, operation or conduct of the Raffle. Total prize value of approximately **\$42,000**.

3. WEEKLY MINI-RAFFLES

In addition to the Grand Prize drawing, BGCAZ will conduct weekly mini-raffles for \$200–\$300 in gift cards (the “**Weekly Prize**”).

- **Eligibility:** Every Raffle ticket purchased automatically receives an entry into that week’s Weekly Prize drawings. For example, purchasing one ticket equals one entry for that week; purchasing an 8-ticket bundle equals eight entries for that week.
- **Schedule:** Weekly drawings will occur on each Friday during the Raffle sales period. Drawing dates and winners will be posted publicly. (9/5, 9/12, 9/19, 9/26)
- **No Additional Purchase:** Weekly Prizes are part of this Raffle and do not require additional purchase.
- **Winner Selection:** Weekly Prize winners remain eligible for the Grand Prize drawing.

3. PARTICIPANT ELIGIBILITY. Each 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 at the time of entry purchase. At the discretion of BGCAZ, the Winner may be required to sign an Affidavit of Eligibility and a Full Release as a condition to receiving the Prize. Raffle entries are personal to the individual whose name is entered at time of purchase 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 Raffle Contest Rules shall be void.

Employees of the BGCAZ and their immediate family members are **ineligible** to win the Prize in the Raffle Contest.

4. PURCHASING TICKETS. From **September 1, 2025**, to **October 1, 2025**, entrants may enter the Raffle Contest. Raffle will end at **5:00 pm** (Arizona time) on **October 1, 2025**. All tickets are electronic and all sold tickets will be entered into the drawing. Tickets may be purchased online at [[NEW LINK WILL BE INSERTED](#)]. Each ticket is a separate and equal chance to win the Prize. Individual tickets cost **\$50**. Tickets may also be purchased as three (3) total for **\$100** and eight total (8) for **\$200** if purchased in one transaction. Chances of winning depend upon the number of eligible tickets sold. No more than **3,000** tickets will be sold.

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 ticket does not qualify as a deductible charitable contribution or donation for income tax purposes. Ticket purchases are not tax-deductible charitable contributions.

5. THE RAFFLE MECHANICS. There will be only **one** Winner. When an online entry ticket is purchased, or claimed, a ticket will be entered into the electronic system. For each ticket purchased, at the time of purchase, the ticket will automatically be entered into the drawing. The drawing will be conducted by a representative of BGCAZ on **October 1, 2025**. All tickets purchased are non-refundable unless there is a cancellation of the Raffle by BGCAZ. At the drawing, the Winner will be announced based on the number drawn. Identification matching the purchaser of the winning ticket will be required.

Purchasers can contact Kristin.Spielberg@bgcaz.org to check when their ticket purchase was processed and entered into the drawing.

Weekly Prize drawings will be conducted by BGCAZ staff on the dates posted.

Winners need not be present to win the Prize. Please note, winners are notified **only by phone call directly from a Boys & Girls Clubs of the Valley staff member**. We've been made aware that some consumers have received notifications generated by artificial intelligence that may mistakenly indicate they are the raffle winner. Winners are never notified by email nor asked for detailed personal information over the phone.

If the Winner does not respond to claim prize within **48 hours** after the third attempt to contact the Winner, then BGCAZ, in its sole discretion may award the Prize to another ticket holder based on a new drawing from existing entries and based on these Rules.

The vehicle will be delivered to the Winner at the VTD member dealership providing the Prize.

The Winner has **60 days** from the date that the Prize becomes available for delivery to Winner to take delivery of the Prize, or forfeits all claims to the Prize.

6. PRIZE ACCEPTANCE. To accept the Prize, the Winner must:

- a. Appear personally at the VTD member dealership providing the Prize.
- b. Produce **two** forms of identification, **one** of which must be a photo ID will be required to prove that this person is the person named on the winning ticket.
- c. Produce a valid driver's license.
- d. Provide evidence of insurance for the vehicle.
- e. Provide written consent to the use of his/her name, address, photograph or videotape likeness and statements for publicity purposes by BGCAZ.
- f. Provide a written publicity release without any further compensation.
- g. Address all of the Winner's responsibilities described below.
- h. Such other documents as the BGCAZ may reasonably request under the circumstances, e.g. Affidavit of Eligibility, Full Release, etc ...

7. THE WINNER'S RESPONSIBILITIES INCLUDES FEDERAL PRIZE TAX. The VTD will pay for the vehicle along with all sales tax, delivery/documentation fees and the first-year license plate and registration. All other costs and expenses related to acceptance of the Prize and use of the vehicle are the sole responsibility of the Winner, including, but not limited to the cost of providing insurance coverage on the vehicle, the cost of any extended warranty and all other costs.

The Winner agrees to pay **25%** federal prize tax withholding on the net prize value (approximate retail value of the Prize less the cost to enter the Raffle) to the VTD prior to release of the Prize. The VTD will submit the taxes collected to the IRS. The VTD will file an **IRS Form W-2G** (Certain Gambling Winnings) which must be completed prior to vehicle delivery, 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 the **IRS Form W-2G** filing. Federal and state withholding laws are subject to change

without notice and such withholding laws in effect at the time the Prizes are claimed will be followed.

8. **NO REPRESENTATIONS OR WARRANTIES.** Ticket purchasers, by participating, and the Winner, by accepting the Prize, 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.

9. **RELEASE AND LIMITATION OF LIABILITY.** Ticket purchasers, by participating and the Winner, by accepting a the Prize, release BGCAZ, the VTD 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, the "**Indemnitees**"), for, from, and against any and all liability with respect to participation in the promotion and possession or use of the Prize awarded. Liability of each Indemnitee shall be limited to the Raffle ticket price actually paid by the claimant.

10. **DISPUTE RESOLUTION; VENUE.** By entering the Raffle, ticket purchasers, including the Winner, agree that:

- (a) any and all disputes, claims and causes of action arising out of or connected with the Raffle, or the 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;
- (b) 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 ticket, but in no event will attorneys' fees be awarded or recoverable;
- (c) 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 ticket, and/or any rights to have damages multiplied or otherwise increased; and
- (d) ticket purchaser's remedies are limited to a claim for money damages not to exceed the cost of the Raffle ticket paid by the claimant, and you irrevocably waive any right to seek injunctive or equitable relief.

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**.