



Rules and Conditions

Win a Wild Ride Raffle 2025

1. **SPONSOR.** The Win a Wild Ride Raffle (“Raffle”) is sponsored by Arizona Center for Nature Conservation dba Phoenix Zoo, an Arizona nonprofit corporation (“Sponsor”). All decisions of the Sponsor are final.
2. **TO ENTER.** From November 22, 2024, 12 p.m. MST through Saturday, March 22, 2025, 8 p.m. MST (“Entry Period”) or until 2,000 entries are sold, whichever comes first, entrants may enter Sponsor’s Win a Wild Ride Raffle (“Raffle”) by purchasing a Raffle entry from <https://ZOOBILATION2025.givesmart.com> or from an authorized employee or volunteer of the Sponsor for \$100 each, payable to Phoenix Zoo. Entries sold in person must have an entry form completed which will include name, complete address, city, state, zip code, email address (if available), and telephone number and return it to the Sponsor (only applicable at pre-designated booths and/or at events). In person entries will be entered into the computer system and Raffle entrants will receive notification via text and/or email that they have been entered at the time of data entry.

Purchasers can contact eventdonations@phoenixzoo.org to check that their entry was processed and entered into the drawing or to check their entry numbers(s). Each entry is a separate and equal chance to win the Prize.

No discounts to the above prices or complimentary Raffle entries will be given. No refunds or replacements will be issued. It is the responsibility of the Raffle entrant to provide correct and legible contact information to the Sponsor.

NOTE: DEADLINE TO PURCHASE RAFFLE ENTRIES IS March 22, 2025, 8 p.m. MST.

The odds of winning the Raffle depend upon the number of Raffle entries purchased for the drawing.

3. **OFFICIAL DRAWING.** The official drawing will take place on March 22, 2025, at approximately 8:30 p.m. MST at the Phoenix Zoo, 455 North Galvin Parkway, Phoenix, AZ 85008. One winning entry will be drawn. **The Raffle winner need not be present.** Identification that matches the name on the winning Raffle entry 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, Tax ID #86-0174843.
5. **CONDITIONS.** An eligible entrant may only enter via the Raffle entry purchasing methods as described above. Incomplete entries are void. By entering, Raffle entrants acknowledge compliance

with these Win a Wild Ride 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 Saturday, March 22, 2025, from among all eligible entries received by a representative of the Sponsor and witnessed by another representative of the Sponsor. Odds of winning depend upon the number of eligible entries received, not to exceed 2,000 entries sold. The Raffle 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. ENTRIES (for the PRIZE) ARE NON-TRANSFERABLE AND CANNOT BE SOLD.
7. PRIZE. One prize will be awarded. The Official Winner will receive a new 2025 Toyota Tacoma as their prize (the “Prize”). The approximate manufacturer’s suggested retail value of the Prize is approximately **\$45,000**. The vehicle will be 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. The exact color of the Prize is subject to the availability of inventory and is solely at the discretion of the Prize Donor. Color, trim and options of prize vehicle may be different than shown in promotional materials. Prize may not be exactly as shown on the website and is based on availability. If unavailable, a similar prize may be substituted by Prize Donor. No warranty is implied or expressed as to any prize from the Raffle.
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 of the Sponsor are ineligible to win the Prize. At the discretion of the Sponsor the Official Winner may be required to sign an Affidavit of Eligibility and a Full Release as a condition of receiving the Prize.

Purchasers of Raffle entries may not re-sell their Raffle entries to other parties and may not knowingly give Raffle entries away to others for the purpose of allowing those other parties to re-sell such Raffle entries. All Raffle entries which have been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive Raffle entries in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize.

9. RULES REQUESTS. To receive a copy of the official rules, send a self-addressed, stamped envelope to 455 North Galvin Parkway, Phoenix, Arizona 85008, ATTN: CAR RAFFLE, or visit <https://www.phoenixzoo.org/win-a-wild-ride-raffle/>.
10. WINNER NOTIFICATION. The Raffle winner will be notified of the random drawing of their 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 Monday, March 24, 2025. 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 11 hereof) to claim the Prize.

Winner must also provide a written publicity release without any further compensation. If no response is received from the Raffle winner by 5 p.m. MST of the business day immediately following Sponsor's 3rd attempt to contact the Raffle winner, then the Sponsor, in its sole discretion may award the Prize to another eligible participant based on a new random drawing from existing entries and based on the rules.

11. 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 10 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 released to the Official Winner until the Prize Donor 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 released to the Official Winner only after the amount equal to twenty-four percent (24%) of the value of the Prize or appropriate amount as mandated by the IRS has been collected by Prize Donor from the Official Winner. The Prize Donor will submit the taxes collected to the IRS. The Prize Donor will also file form W-2G, the Official Winner will receive a copy of the form filing. 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 manufacturer to dealership transportation fees when Official Winner takes possession of the Prize. Official Winner must take receipt of the Prize in the Phoenix metropolitan area at the Toyota dealership determined by Prize Donor (Valley Toyota Dealers Association, Inc.). 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.

The Official Winner has 60 days from the date that the Prize becomes available to claim the Prize or forfeit all claims to the Prize.

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.

12. LIMITATIONS ON LIABILITY AND DISCLAIMERS. Sponsor, its employees and its Trustees, 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 entries 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.

Raffle entrants, 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, other than applicable manufacturers' express warranties. Any liability of Sponsor or Prize Donor shall be limited to Raffle entry price paid and in the case of any dispute, Sponsor's decision shall be final.

13. **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.

14. **DISPUTE RESOLUTION.** By entering Raffle, Raffle entrants, including the Official 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 entry, 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 entry, and/or any rights to have damages multiplied or otherwise increased; and

d. Raffle entry purchaser's remedies are limited to a claim for money damages not to exceed the cost of the Raffle entry paid by the claimant, and you irrevocably waive any right to seek injunctive or equitable relief.

e. 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**.

15. **GENERAL.** Official Winner consents to the use of his or her name, biographical information, photographs, video 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.

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. Raffle entries are not tax-deductible charitable contributions.