

CALS MEMORY - BASKETBALL TICKET PROMOTION OFFICIAL RULES

Important: Please read these rules before entering this Promotion (the “Promotion”).
By participating in this Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.

Promotion void where prohibited by law. Subject to all federal, state, and local laws, regulations, and ordinances.

1. Eligibility: The Promotion is open only to legal U.S. residents currently residing in the 50 United States or District of Columbia, who are at least 18 years old (or the age of the majority in their state of jurisdiction, whichever is older). To be eligible to win a prize, entries must be completed and received by the University of Arizona Division of Agriculture Life, Veterinary Sciences and Cooperative Extension Alumni and Development Office (“*Sponsor*”) in the manner and format designated below.

2. Promotion Period: The Promotion starts at 12:01:01 AM MST on October 1, 2022 and ends at 11:59:59 PM MST on November 15, 2022 (the “*Promotion Period*”). All entries must be received during the Promotion Period and otherwise comply with these Official Rules to be eligible to win a prize. Sponsor’s computer is the official time-keeping device for the Promotion.

3. How to Enter: To enter, visit <https://invest.cals.arizona.edu/alumni/welcome-home> You must agree to receive messages from the College of Agriculture and Life Sciences Advancement, Alumni Affairs, Advocacy, Corporate Relations & Development Office to enter.

You may also enter into the Promotion by sending a 3 x 5 card for arrival by November 15, 2022 with your name, address, email address, phone number and your favorite CALS memory to:

CALS Memory Basketball Ticket Promotion
Attn: Alumni & Development Office
P.O. Box 210036
Tucson, AZ 85721-0036

Limits: Limit one entry per stamped outer envelope. Limit one entry per person. Any attempts to obtain additional entries through multiple or duplicate accounts will result in disqualification.

4. Identity of Entrant: All actions taken must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including, for example, entries made using any script, macro, bot, or Promotion service). Multiple participants are not permitted to share the same mobile device.

In the event of a dispute about the identity of the entrant, entries made will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An “**authorized account holder**” means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

5. Selection and Notification of Winner: On or about November 21, 2022 Sponsor will select the name of the potential winner of the prize in a random drawing among all eligible entries at Sponsor’s headquarters at 1140 E. South Campus Drive, Tucson, AZ 85721. The odds of winning depend on the number of eligible entries received.

The potential winners will be notified via phone or email on or about November 22, 2022. Except where prohibited by law, the potential winner must sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. Potential winners must either (a) pick up the prize at the University of Arizona College of Agriculture and Life Sciences 1140 E. South Campus Drive or (b) select their prize to be shipped to a registered address. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documented not returned within seven days, including but not limited to the Affidavit of Eligibility and Liability/Publicity Release and IRS Form W-9 Request for Taxpayer Identification Number and Certification; or (iii) if winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. A total of three alternate drawings will be held to award the prizes.

Verification of Potential Winner: The potential winner is subject to verification by Sponsor, whose decisions related to the Promotion are final and binding. An entrant is not a winner of the prize unless and until entrant’s eligibility has been verified and entrant has been notified that verification is complete.

6. Prize: One grand prize winner will be awarded. The grand prize includes four tickets to a University of Arizona Men’s or Women’s Basketball Game of winner’s choice, based on ticket availability.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prize is not transferable. No substitutions or exchanges of prize will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize.

Except for applicable manufacturer’s standard warranties, prize is awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

7. Disclaimer: The State of Arizona, the Arizona Board of Regents, the University of Arizona, and the University of Arizona College of Agriculture and Life Sciences Alumni and Development office, prize suppliers and their officers, employees, agents, their affiliates (collectively, the “Released Parties”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

8. Limitations of Liability/Releases: By entering the Promotion, you agree to release, waive and discharge and covenant from any liability and agree not to sue the State of Arizona, the Arizona Board of Regents, the University of Arizona, the University of Arizona College of Agriculture and Life Sciences, their officers, employees, and agents, and their heirs, administrators, and executors, from any present or future claims, demands, losses, damages, including attorney’s fees, on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of any person or otherwise arising out of or in connection with the Promotion or delivery, mis-delivery, acceptance, possession, use of, or inability to use, any prize (including without limitation claims, costs, injuries, losses and damages related to personal injuries, death, damage 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. This release shall be binding for myself and my respective heirs, agents, successors, assigns, and personal representatives.

THE RELEASED PARTIES WILL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE PROMOTION OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Use of Promotion Entries and Winner's Name, Likeness, etc.: Except where prohibited by law, entry into the Promotion constitutes permission to use the winner's name, hometown, aural or visual likeness, and prize information, without limitation, for advertising and promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of his/her name, hometown, aural or visual likeness, and prize information, without limitation, for advertising and promotional purposes without further permission or compensation. All promotion entrants and the promotion winner acknowledge that if you submit an entry or are the promotion winner, your personal identifying information may be disclosed to third parties including, without limitation, placing your name on a winners' list.

10. Privacy/ Terms of Use: Please refer to the University Information Security and Privacy at <http://invest.cals.arizona.edu> for information about how sponsor collects, uses and discloses your information.

11. Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope after November 15, 2022 and before January 1, 2023 to Sponsor at P.O. Box 2210036, Tucson, AZ, 85721-0136. Attn: CALS Memory Basketball Ticket Promotion, winner list. To obtain a copy of these Official Rules send a stamped, self-addressed business-size envelope to Sponsor at P.O. Box 210036, Tucson, AZ, 85721-0036. Attn: CALS Memory Basketball Ticket Promotion, Rules Request.

12. Disputes: Except where prohibited by law, entrant agrees that all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by a court of competent jurisdiction located in Pima County, Arizona. This Promotion is governed by the laws of the State of Arizona without reference to its conflict of law doctrines.

13. General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Promotion, please send written questions to the address listed below, Attn: CALS Memory Basketball Ticket Promotion.

14. Sponsor: The University of Arizona College of Agriculture and Life Sciences Advancement, Advocacy, Alumni Affairs, Corporate Relations & Development Office. P.O. Box 210036 Tucson, AZ, 85721-0036.