

Official Rules (“Rules”) for the American Legion Riders Post 91 “Win a Harley Davidson Motorcycle” 2023 Drawing (“Drawing”) in December 2023.

This motorcycle raffle is a fund-raiser being conducted by the American Legion Riders of Post 91 (ALR 91). All proceeds from the entries will be used to support Veterans, Veteran charities and American Legion Programs. American Legion Riders of Post 91 (ALR 91) is an entity of the Wayne V. McMartin American Legion Post 91 (American Legion Post 91), located 922 North Alma School Road in Chandler, Arizona 85225. A 501(c) organization.

ELIGIBILITY: This Drawing is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of the Drawing. Void where prohibited by law.

HOW TO ENTER: A raffle ticket (entry) may not be tax deductible as a contribution to American Legion Riders Post 91. Ask your tax adviser. The cost of a raffle ticket is priced at (1) ticket for one hundred (\$100.00) U.S. Dollars.

All winners must meet the eligibility requirements set forth in these rules in order to qualify for the prize. The number of entries will be limited to 350 and no additional entries will be accepted once that limit is reached.

ENTRY SCHEDULE: The **American Legion Riders Post 91 “15th Annual 2023/2024 Harley Davidson Motorcycle Raffle** Entries will be accepted starting September 9, 2023 until 1:59 PM Arizona Time, on Saturday December 16 2023 or until the limit of 350 entries is reached, whichever comes first.

ODDS OF WINNING: The actual odds of winning will be based on the actual number of entries received, with a maximum of 350 entries.

RANDOM DRAWING: There will be three drawings in the following order: The first drawing will be to identify the Grand Prize winner of the “14th Annual 2022/2023 Harley Davidson Motorcycle Raffle. The winner will be selected at a random drawing to be held on Saturday, December 16, 2023, at approximately 2:00PM Arizona Time at Scorpion Harley Davidson. The second drawing will be to identify the Second (2nd) Place winner. The third drawing will be to identify the Third (3rd) Place winner. Second and Third place drawings will take place at Wayne V. McMartin American Legion Post 91, located at 922 N. Alma School Rd, Chandler AZ, 85224, at approximately 4:00PM Arizona Time. The “Winner” for 1st, 2nd and 3rd place will be notified in person (if present), by phone and/or email address provided by the winner on their entry. The American Legion Riders will make reasonable efforts to contact the winner. The winner and their eligibility will be verified by an American Legion Riders Post 91 officer. **The Grand Prize winner will be required to choose either the \$10,000 check or the \$20,000 credit at Scorpion Harley Davidson for a new or used Harley-Davidson motorcycle, immediately upon notification of winning.**

PRIZES: The third (3rd) place prize will be a check for One Thousand U.S. Dollars (\$1,000.00). The second (2nd) place prize will be a check for Two Thousand U.S. Dollars (\$2,000.00). The first (1st) place prize will be either a check for Ten Thousand U.S. Dollars (\$10,000.00) or a credit up to Twenty Thousand U.S. Dollars (\$20,000.00) at Scorpion Harley Davidson in Chandler, Arizona for the purchase of a Harley Davidson Motorcycle. Restrictions and availability apply. The credit may be used for the purchase of the Harley Davidson motorcycle “as-is”. The credit does not include and may not be used for any taxes, licensing, title, insurance, shipping, dealer costs and/or ANY additional upgrades. All federal, state, and local income taxes, insurance, licensing, registration, title fees, shipping, dealer costs and/or ANY additional upgrades connected to the prize are the responsibility of the “winner”. The ALR Post 91 shall be responsible for only awarding the prizes as stated in these rules. The American Legion, American Legion Post 91, American Legion Riders, American Legion Riders of Post 91 and/or its officers expressly disclaim any responsibility or liability for injury or loss to any person or property, relating to the delivery and/or subsequent use of the prize awarded. The American Legion, American Legion Post 91, American Legion Riders and/or ALR 91 makes no representation or warranties concerning the appearance, safety, or performance of the prize awarded and the prize is awarded in “as is” condition shall be the sole responsibility of the winner. All federal, state, and local regulations apply.

CLAIMING PRIZE: As a condition of winning the prize, the winner must complete, sign and return an **affidavit of eligibility and liability and publicity release**, where permitted by law, and any other applicable forms required by a taxing authority within thirty (30) days of notification or the prize will be forfeited and an alternative winner selected. The winner must personally pick up the prize at the offices of the American Legion Riders Post 91 or make their own arrangements to transport the prize within thirty (30) days after execution of the affidavit identified in this paragraph. If the Motorcycle is chosen it must be purchased at Scorpion Harley Davidson, Chandler Arizona. By accepting the prize, the winner consents to American Legion Riders Post 91 ’s use of their name, photograph and/or likeness, address, voice and statements made by or attributed to them, in perpetuity, in any and all media no known or

hereafter developed (including without limitation, print, broadcast, social and Internet) for legitimate business purposes, including advertising and promotional activities, without additional compensation unless prohibited by law.

LIMITATION OF LIABILITY: By participating in this Drawing, entrants agree to release, hold harmless, and agrees not to institute any claim against the American Legion, American Legion Post 91, American Legion Riders, American Legion Riders Post 91 and other entities affiliated with the Drawing, including, but not limited to the American Legion and each of their respective affiliates and their respective officers, directors, employees, agents and representatives (collectively "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein, and/or 2) participation in the Drawing, or any prize related activities, including but not limited to traveling to or from any prize related activity. Upon delivery of the prize to the winner, ALR 91 will be deemed to have awarded the prize to the winner with the winner assuming full responsibility for the prize. Released Parties are not responsible for technical, hardware, software, telephone, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Drawing, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Drawing or downloading any materials in this Drawing.

Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorney's fees, and entrants further waive all rights to have damages multiplied or increased.

MISCELLANEOUS CONDITIONS: If, for any reason, the Drawing is not capable of running as planned for any cause, American Legion Riders Post 91 reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Drawing. American Legion Riders Post 91 sole obligation will be to refund any contributions made to acquire entries for the Drawing. American Legion Riders Post 91 reserves the right to correct any typographical, printing, computer programming or operator errors.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules & Regulations, or the rights and obligations of entrants and American Legion Riders Post 91 in connection with the Drawing, shall be governed by, and construed in accordance with the substantive laws of the State of Arizona.