



MEMPHIS GOODWILL 100TH ANNIVERSARY SCRATCH & WIN PROMOTION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

The Memphis Goodwill 100th Anniversary Scratch & Win Promotion includes four (4) separate and distinct Scratch & Win Games (each, a “Game” and collectively, the “Promotion”). The Promotion is subject to all applicable federal, state and local laws and regulations. Sponsor’s computer is the official timekeeping device for this Promotion. Sponsor reserves the right to modify/cancel Promotion at any time. Only the number of prizes stated in these Official Rules is available to be won in a Game. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, winners will be determined in a random drawing from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

By participating in the Promotion, or any component thereof, you unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of Memphis Goodwill Incorporated (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Administrator”) which shall be final and binding in all respects. Employees of the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to participate. All prize claims are subject to verification. Winners are responsible for all taxes.

- 1. SPONSOR/ADMINISTRATOR:** Sponsor: Memphis Goodwill Incorporated, 6895 Stage Rd, Memphis, TN 38133. Administrator: US Sweepstakes & Fulfillment Co., 625 Panorama Trail, Suite 2100, Rochester, NY 14625.
- 2. ELIGIBILITY:** The Promotion is open only to legal residents of the states of Mississippi and Tennessee, who are age 18 or older. Void outside the states of Mississippi and Tennessee, and wherever else prohibited by law.
- 3. GAME TIMING & LOCATIONS:** Each Game will take place at a Goodwill Center location (each, a “Store Location”) and start one (1) hour before opening of the Store Location (“Game Event Start”) and end upon closing of the Store Location, or when all Scratch Off Game Pieces (each, a “Game Piece”) for the corresponding Game run out, whichever occurs first (“Game Event End”), as indicated in the “Game Event Timing & Locations Schedule” below. A Game’s Game Event Start and Game Event End are collectively referred to herein as a “Game Period”.



GAME EVENT TIMING & LOCATIONS SCHEDULE				
Game #	GAME PERIOD:		STORE LOCATION	# of Prizes per Game
	<u>Game Event Start:</u> One (1) hour before Store Location opening on:	<u>Game Event End:</u> Store Location closing or when Game Pieces run out on:		
1	6/16/23	6/16/23	Goodwill Stage Rd. Store & Donation Center, 6899 Stage Road, Memphis, TN 38133	100
2	6/30/23	6/30/23	Goodwill Tupelo Store & Donation Center 1046 Cross Creek Drive, Saltillo, MS 38866	100
3	7/14/23	7/14/23	Goodwill Southaven Store & Donation Center, 925 Stateline Road West, Southaven, MS 38671	100
4	7/27/23	7/27/23	Goodwill Millington Store & Donation Center, 8059 U.S. 51, Millington, TN 38053	100

4. **HOW TO PLAY:** For each Game, the first 100 eligible participants (each, an “Entrant”) to visit a Store Location during a Game Period will receive one (1) Game Piece*. Upon receiving a Game Piece, gently scratch Game Piece where indicated to reveal your prize (each, a “Prize”) and follow the instructions on the back of the Game Piece and as described below in the “Prize Claim” section of these Official Rules to claim your Prize. **Limit: There is a limit of one (1) Game Piece per person per Game, while supplies last.** *Entrants that arrive prior to Store Location opening will receive a numbered ticket to secure their place as an Entrant. Game Pieces will not be distributed to Entrants until store opening.

5. **PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There are 100 Game Pieces available to be distributed per Game. Unclaimed Game Pieces and Prizes are VOID.
Prizes available to be won per Game:

- **\$100 Goodwill Bucks Prizes:** There are two (2) \$100 Goodwill Bucks Prizes available to be won per Game. The ARV of each \$100 Goodwill Bucks Prize is \$100. Odds of winning a \$100 Goodwill Bucks Prize are 1:50.
- **\$50 Goodwill Bucks Prizes:** There are two (2) \$50 Goodwill Bucks Prizes available to be won per Game. The ARV of each \$50 Goodwill Bucks Prize is \$50. Odds of winning a \$50 Goodwill Bucks Prize are 1:50.



- **\$25 Goodwill Bucks Prizes:** There are five (5) \$25 Goodwill Bucks Prizes available to be won per Game. The ARV of each \$25 Goodwill Bucks Prize is \$25. Odds of winning a \$25 Goodwill Bucks Prize are 1:20.
- **\$10 Goodwill Bucks Prizes:** There are ten (10) \$10 Goodwill Bucks Prizes available to be won per Game. The ARV of each \$10 Goodwill Bucks Prize is \$10. Odds of winning a \$10 Goodwill Bucks Prize are 1:10.
- **\$5 Goodwill Bucks Prizes:** There are eighty-one (81) \$5 Goodwill Bucks Prizes available to be won per Game. The ARV of each \$5 Goodwill Bucks Prize is \$5. Odds of winning a \$5 Goodwill Bucks Prize are 81:100.

The total ARV of all prizes available to be won per Game is \$930.

6. **PRIZE CLAIM & CONDITIONS:** Prize winners may redeem their prize at any participating Memphis Goodwill location* by presenting the Game Piece to a sales associate at the register during business hours. **Game Pieces/Prizes are one-time use and expire on August 31, 2023.** Game Piece must be relinquished after redeeming your Prize. *Participating Memphis Goodwill locations are listed here: <https://www.goodwillmemphis.org/locations>.

Prize claims are subject to verification and Entrant's compliance with these Official Rules. Unredeemed Game Pieces and Prizes are VOID. Game Pieces and Prizes are not redeemable for cash. No cash or credit back on unused amount. Game Pieces/Prizes are not valid with other discounts/promotions. Game Pieces/Prizes are not valid at Bargain Centers. Game Pieces/Prizes not valid on new goods or food/drink products. Game Pieces have NO CASH VALUE. Sponsor is not responsible for lost or stolen Game Pieces or Prizes. Any incidental expenses on Prizes not specified herein are the winner's sole responsibility. Winners are responsible for all federal, state, local and income taxes associated with winning prize. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF A WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

7. **GENERAL:** Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Photocopied, illegible, or mechanically reproduced Game Pieces are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected Game Pieces. Prize winners must continue to comply with all terms and conditions of these Official Rules. All Game Piece claims are subject to verification by the Sponsor and/or Administrator, whose decisions are binding. Game Pieces are null and void and will be rejected if not obtained through legitimate channels. Even if the Game Piece shows that you've won a Prize, you are not a winner until your eligibility is verified. Only the Sponsor's verification process shall be conclusive and final. No proof of winning will be accepted. Failure to claim your Prize by August 31, 2023 will result in prize



forfeiture. If any Prize is forfeited or not duly claimed in accordance with these Official Rules, such Prize will not be awarded. If any part of any Game Piece is counterfeited, illegible, mutilated, or tampered with in any way, if it contains or reflects printing, typographical, mechanical or other errors or discrepancies, or if it comes from other games or promotions, the Game Piece contained on any of same, as applicable, will be deemed void. The Sponsor's sole responsibility and liability for any void Game Piece is replacement with another randomly selected Game Piece while supplies last. Such replacement shall be the sole and exclusive remedy under such circumstances. Each participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Promotion, including, without limitation, determinations regarding the validity of Game Pieces. Only original Game Pieces distributed during a Game Period will be accepted for verification. Any person attempting to forge Game Pieces or defraud the Sponsor in any way in connection with this Promotion may be prosecuted to the fullest extent permitted under the law.

Participating Entrants agree to these Official Rules and the decisions of the Sponsor and the Administrator, and release the Sponsor, the Administrator, and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prizes offered. Participants assume all liability for any injury or damage caused or claimed to be caused, by participation in this Promotion or use/misuse or redemption of a Prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prizes.

Legal Warning: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

8. **GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY PARTICIPATING IN THE PROMOTION, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (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 TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT



BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES 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 TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 9. DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Shelby County, Tennessee and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Shelby County, Tennessee. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Shelby County, Tennessee. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

Void outside the states of Mississippi and Tennessee and wherever else prohibited by law.

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