



**Tuesday, October 21**  
**9:00 am-10:30 am**

## **406 Online Contests & Sweepstakes: Don't Let Your Company be the Loser**

**Brian J. Deagle**  
*Senior Attorney*  
Microsoft Corporation

**Kimberley Danzi Overs**  
*Vice President and Legal Counsel*  
The Estee Lauder Companies Inc.

**Christine Tran Smith**  
*Corporate Counsel*  
ARM Inc.

## Faculty Biographies

### **Brian J. Deagle**

Brian J. Deagle is a senior attorney at Microsoft Corporation's legal and corporate affairs department. Mr. Deagle leads a team that provides technical and commercial legal support for product development groups in the Microsoft business division, specifically supporting the teams that develop the Office Live Small Business and Office Live Workspace online services.

Previously he was with Davis Wright Tremaine in Seattle, working primarily with technology start-ups.

Outside of work, Mr. Deagle serves as a director of the Issaquah School District School Board.

Mr. Deagle holds a BS from the University of California at Santa Barbara and a JD from the University of Washington.

### **Kimberley Danzi Overs**

Kimberly Danzi Overs is vice president and legal counsel, Internet and privacy, for The Estee Lauder Companies Inc. and is responsible for support of domestic and international new media initiatives and CRM marketing programs as well as privacy compliance. Her practice includes complex technology and outsourcing deals, advertising and distribution agreements, and advice regarding a broad range of marketing programs and new media projects.

Prior to joining The Estee Lauder Companies, Ms. Overs was associate general counsel and director of business affairs for Audible.com, a NASDAQ Internet company that provides spoken-word digital audio via the web. She was a litigator at Fried, Frank, Harris, Shriver & Jacobson LLP and specialized in commercial and intellectual property law and international litigation and arbitration at Hughes, Hubbard, & Reed LLP. Ms. Overs clerked for the European Court of Justice in Luxembourg as well as for the International Chamber of Commerce International Court of Arbitration in Paris, France.

Ms. Overs holds an LLM with honors from Columbia Law School. Ms. Overs was awarded her JD, cum laude, at the State University of New York at Buffalo and earned her BA at the University of Virginia.

### **Christine Tran Smith**

Christine Tran Smith is corporate counsel of ARM, a leading semiconductor intellectual property supplier based in Cambridge, England, and is responsible for commercial legal support of the sales and licensing departments at ARM.

Prior to joining ARM, Ms. Smith served as in-house counsel for Newegg Inc., where she provided counsel in areas of law such as e-commerce, Internet, privacy, commercial law, advertising, and intellectual property.

Christine received a BA from University of California at Los Angeles and is a graduate of Loyola Law School in Los Angeles, California.

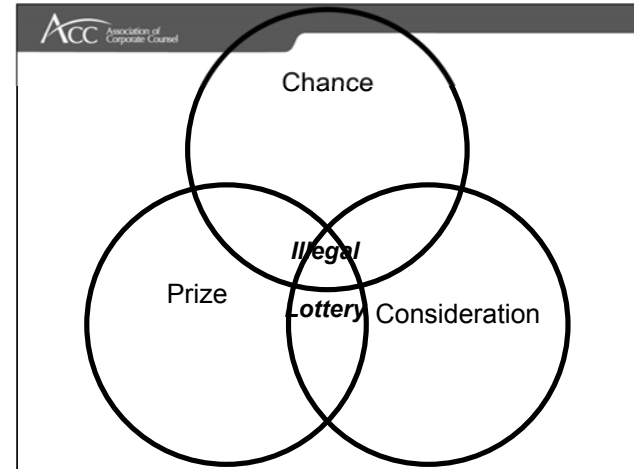
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### Agenda

- Source of Legal Standards
- Differentiating Sweepstakes and Contests
- Legal Risks and Exposure
  - Sweepstakes Issues
  - Contest Issues
  - Issues Common to Both Types of Promotion
- Sweepstakes & Contests Tool Kit

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### Source of Legal Standards

- Specific Laws Governing Contests and Sweepstakes
  - Governed by State Law
  - Generally Consistent in Principle
  - Some State-Specific Rules and Requirements
- Generally Applicable State and Federal Laws
  - Consumer Protection
  - Intellectual Property
  - Privacy

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### Sweepstakes

- Prize
  - Anything of Tangible Value
- Chance
  - Random Process for Selecting Winner
- **No Consideration**

**Must Avoid Violation of State Laws Prohibiting Private Lotteries**

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**Contests**

- Prize
  - Anything of Tangible Value
- No Element of Chance
  - Winner Selected For Skill or Merit of Entry
- **May Have Consideration**

Rare  
State-Specific  
Exceptions  
to the Rule

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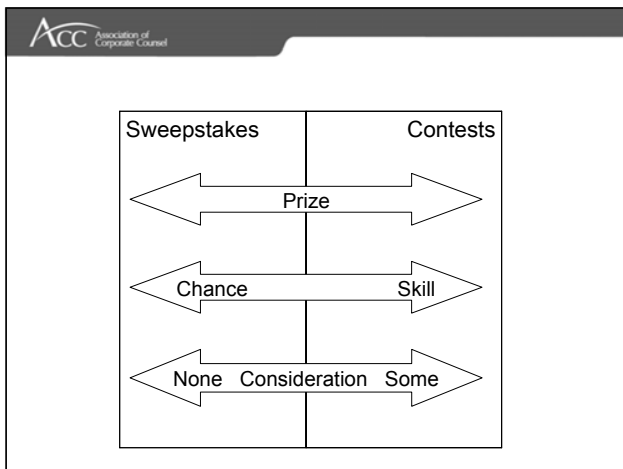
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**Sweepstakes Issues**

- Element of Consideration
- Odds of Winning

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**Beware Non-Monetary Consideration**

- Substantial time or effort (*i.e.* filling out a lengthy questionnaire)
- Requiring entrant to receive marketing communications
- Requiring an entrant to refer a friend in order to enter a sweepstakes

**What constitutes non-monetary consideration varies by state.**

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### Beware Hidden \$ Consideration

- Entry via telephone calls (e.g., 900 #s) or SMS for which a fee is charged ("Get Rich With Trump" and "Lucky Case Game" promotions)
- Entry requires entering concert or event that has an entrance/ticket fee (AZ, AK, CA, FL, IO, MN, NM, VT specifically address entry fee as consideration)
- Entry requires a purchase (e.g., of a newspaper, magazine or to receive entry form)
- Entry requires entrant to buy newspaper, magazine or product in order to obtain info/answers required on entry form
- Donation

**What is considered \$ consideration varies by state.**

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**Problem** Sweepstakes Has Some Element of Consideration

**Solution** Offer Free Alternative Method of Entry

- "Equal Dignity" – Free method must be equal to other methods in terms of:
  - Ease of entry
  - Odds of winning
  - Number of entries permitted
  - Entry deadlines
- Disclose free method clearly and conspicuously

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### Donation Deemed Consideration



**ELECTION 2008**  
**Giving to Obama 'lottery' called illegal gambling**  
 "Is he licensed by the state to do that? In 37 states that is a misdemeanor"

Posted: July 07, 2008  
 9:25 pm Eastern  
 By Bob Unruh  
 © 2008 WashDCDaily

**COLORADO SPRINGS, Colo.** — A gambling analyst for *Focus on the Family*, which works on social issues such as abortion and gambling, says he believes the campaign for presidential candidate Barack Obama violated both state and federal law with his lottery-like fundraiser today.

**OPEN CONVENTION**  
 DENVER, COLORADO

"If you make a donation of \$5 or more between now and midnight on July 31st, you could be one of 10 supporters chosen to fly to Denver and spend two days and nights at the convention, meet Barack backstage, and watch his acceptance speech in person. Each of the ten supporters who are selected will be able to bring one guest to join them."

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**Problem** Xbox Purchase May Be Consideration

**Solution** Allow Access to Xbox (e.g., via friend or library) to Enter or Offer Free (Xbox Not Needed) Method of Entry

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### Barrier to Entry (Owning Xbox) Eliminated

**5. HOW TO SUBMIT YOUR ENTRY:**  
 You may only submit one (1) entry. If you submit more than one (1) entry, all entries submitted after your first entry will be disqualified. To enter, send your valid Xbox LIVE Gamertag and your essay via email to [ximal@microsoft.com](mailto:ximal@microsoft.com) with the subject line: "Xbox Dad of the Year".

**NOTE:** If you do not have a valid Xbox LIVE Gamertag, you can obtain one for free by creating an Xbox.com account (see [www.xbox.com](http://www.xbox.com) <http://www.xbox.com> for details).

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### Consequences of Consideration in Sweepstakes

- Fines
- Illegal Lottery
- Unwanted Regulatory Attention Leading to Broader Scrutiny of Advertising in General

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**Problem**

**Promotion Has Some Element of Consideration**  
 (e.g., Entrant must purchase product to display it in video entry)

**Solution**

**Make Sure Promotion is True Contest**  
 Eliminate Element of Chance

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### Odds of Winning

- Must disclose odds of winning each prize
  - Include *estimate* of the number of entries, note figure is *estimate* and, if possible, state the basis for the *estimate/odds*
  - If not possible, specify factors that will determine the odds (*i.e.*, number of promotion entries).

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### Common Sweepstakes Mistakes

- Element of non-monetary consideration
- Element of hidden monetary consideration
- Failure to provide a free method of entry
- Failing to state: No purchase necessary
- Failing to state the odds

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### Judging Criteria

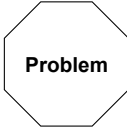

- Must disclose judging criteria
- Must disclose how winners will be selected (*i.e.*, public judging vs. professional judging)
- Depending on who is judging (*i.e.* public voting popularity), skill contest could be transformed into game of chance/sweepstakes *\*Note this as an issue but we don't know of negative ruling in this area.*
- If Consideration + Chance (absence of true judging criteria), promotion could be construed as an illegal lottery.

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### Contest Issues

- Judging Criteria
- Winning Entry Meeting Requirements of the Contest
- User Generated Content
- User Voting
- Element of Chance Transforming Contest Into Illegal Lottery

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 <p><b>Problem</b></p>	<p><b>Chance Could Override Skill Making Contest an Illegal Lottery</b></p>
 <p><b>Solution</b></p>	<p><b>Do Not Require Consideration to Enter Contest</b></p>

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### User Generated Content

- Hot topic
- Internet provides robust opportunities for wide range of UGC
  - Photos
  - Videos
  - Essays and Stories
  - Product Design

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Final Results | Details | Submit Entry | Viral Map

### Clinique Happy Moments.

Show the world what makes you happy!

**Winners**

**GRAND PRIZE WINNER**  
 Photo: *Smudgers*  
 Submitted by *EdgarFregally* on 12/22/2007 9:10 AM PST  
 Score: 3732 / 2912 Views / 384 Reviews

**HOT VIRAL WINNER**  
 Photo: *MUOO!!! I LOVE IT! ALMOST as much as my friends :)*  
 Submitted by *lathmalapper* on 12/04/2007 8:54 PM PST  
 Score: 26199 / 22957 Views / 267 Reviews

**RUNNER UP**  
 Photo: *Two of my best friends*  
 Submitted by *lathmalapper* on 12/16/2007 4:39 PM PST  
 Score: 5862 / 79183 Views / 405 Reviews

**Entries**

Ranking Most Recent Entries Most Viewed Entries Most Viral Entries

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There's nothing more delicious than love in the big city...

### HOW DELICIOUS ARE YOU?

MEET DKNY'S MOST DELICIOUS COUPLE

INTRODUCING DKNY'S MOST DELICIOUS COUPLE

**THE BIG APPLE**

of the body's senses, especially of taste or smell, and remains to be felt as a state of mind, something becomes delicious when it pleases our senses, integrating our senses AND mind, and we taste together, the electrically generated sparks for real connection, which is powered enough to radiate your attention, tempt our senses, and leave you wanting just a taste to see if we're really here.

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brickfish

Final Results | Details | Submit Entry | Viral Map

### ORIGINS WHAT MAKES YOU ECO-FABULOUS?

**Winners**

**GRAND PRIZE WINNER**  
 Blog: *Natural Green Subjects*  
 My name is Greta DeGuzpe-Rennally. I have a M.S. Biochemical Chemistry from Fordham University and hail from Gale, India where my interest in the global environment was nurtured before immigrating to the United States to pursue various personal and p...  
 Submitted by *guzpe@acc.com* on 1/26/2008 8:06 AM PST  
 Score: 481 / 1511 Views / 125 Reviews

**HOT VIRAL WINNER**  
 Blog: *Intoxic the environment*  
 My family is extremely eco-conscious- always has been, always will be! There's so many simple things that people can do to help, that's it's ridiculous that everyone doesn't do it! Things like turning off the faucet when you're not using it, or more...  
 Submitted by *cauliflower* on 1/17/2008 4:48 PM PST  
 Score: 416 / 11676 Views / 22 Reviews

**HIGHEST SCORE WINNER**  
 Blog: *Green with... Eco-Friendly*  
 Taking care of our environment is a job at which we are all employed. Sadly, like any other job, many of us choose not to fulfil all of our obligations. Myself and a few of my associates at my Community College would go to the harbor at least twice ...  
 Submitted by *4real*  
 Score: 34223 / 1983 Views / 1378 Reviews

**REVIEWER SWEEPSTAKES WINNER**  
 Profile: *brickfish.com/2008*

Total Activity: 272,540  
 Entries: 410  
 Reviews: 21,942  
 Votes: 24,239  
 Views: 225,440  
 Time Left: Campaign has ended.

Campaign Highlights:

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**Liability for UGC**

- False advertising
  - Do not make UGC claims your own unless you intend to
    - A consumer cannot make a claim your Company cannot make
    - UGC claim must match typical user experience
- Trademark or copyright infringement
  - e.g., song playing in background of video

**The Good, The Bad, The Ugly**

- Liability for UGC
- Negative PR as a result of UGC
- To publish or not to publish entries
- To pre-screen or not to pre-screen entries

**False Advertising**

- Subway v. Quiznos UGC Contest (Doctor's Associates, Inc. ("Subway") v. QIP Holders LLC ("Quiznos"), No. 06-cv-1710, slip op. (D. Conn. April 19, 2007))
  - Rules made it clear that video submissions were meant to draw a comparison between Quiznos and Subway with Quiznos being superior.
  - Video submissions were posted on site set up by Quiznos called [www.meatnomeat.com](http://www.meatnomeat.com) as well as on iFilm.
  - Subway sued for disparagement and false advertising.
  - Motion to dismiss the complaint denied. Scheduled for trial in 2009

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**Problem**

**Potential For Disparagement of Competitors and False Advertising Claims**

**Solution**

**Do Not Encourage Disparagement in Rules – Encourage Originality**

**Reserve Right to Disqualify Entries and Take Down Content that Does Not Conform to Rules**

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**UGC May Lead to Bad PR**

**Video: Angry attack ads roll in**



**Video Info**

3 minutes 36 seconds  
Mar 31, 2006 2:25:00 PM

**Related Content**

- Animations reveal shocking violence at Dude Corp.
- GM slow to react to nasty ads

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**UGC May Lead to Bad PR**

- Obscenity
- Profanity
- Discriminatory statements
- Any illegal content (e.g., false advertising)
- Negative statements about competitors
- Negative statements about Sponsor (e.g., Chevy Tahoe SUV contest: [http://news.cnet.com/1606-2\\_3-6056633.html](http://news.cnet.com/1606-2_3-6056633.html))

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**Legal Protections Available to ISP for UGC**

- **State Tort Claims**
  - § 230(1) of the Communications Decency Act ("CDA")  
*"No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another person."*
- **No Immunity for Federal Trademark Claims**
  - Ensure your site hosting UGC has required notices and that appropriate procedures are followed if a complaint is received
- **First Amendment Claims**
  - § 230(2) of the CDA - Good Samaritan Provision  
*"Immunizes ISP for steps taken to restrict or limit availability of content that is 'obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, whether or not such material is constitutionally protected'"*

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### DMCA Requirements

- US Copyright Office site provides clear guidance on how to satisfy receive Safe Harbor protection under the DMCA: <http://www.copyright.gov/onlinesp/>
- Provide appropriate disclosures on Site:  
*Copyright Complaints: We respect the intellectual property of others. If you believe that a work has been copied on the Site in a way that constitutes copyright infringement, please click here to find out how to notify us of a claimed infringement.*
- Designate Agent for notice of infringement with the US Copyright Office

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Problem

Risk of Liability for UGC

- **Mitigate Risk with Limitations on Submissions & Disqualify UGC that violates these Limitations**  
*(e.g., that disparages competitor, that violates a third party's IP rights, that is profane, discriminatory, etc.)*
- **Do Not Adopt UGC as your own unless you intend to do so**

Solution

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### Limitations on Submissions

- Clearly advise on entry criteria
- Minimum/maximum length of submission
- Consistent enforcement of entry criteria
- Disqualify submissions that do not meet the criteria

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### User Generated Content Management

- Sponsor's use of UGC
- Entrant's ownership of the UGC and ability to grant Sponsor broad rights to use UGC
- UGC may become your content if:
  - Intertwined with your company's content PR
  - Your company edits or modifies the UGC
- Disqualify submission with illegal content vs. attempting to edit the material

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**Problem**

**You May Wish to Make Downstream Use of UGC**

**Solution**

**Mitigate Risk By Stating in Official Rules that Entrant Must Have All Rights to UGC & Requiring Grant of Broad License**

**Exercise Due Diligence – Do Not Rely on Representation of the Entrant**

**Consider Providing Pre-Cleared Content for Use**

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**Legal Requirements Depend on Whether Promotion is a Sweepstakes or Contest**

- Consideration OK if Winner Chosen Based on Skill
- Consideration + Too Much Chance involved = Illegal Lottery

**ISSUE: Whether degree of chance in a contest would transform a game of skill into a game of chance?**

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**User Voting Issues**

- Can the voting system be manipulated?
- Maintain right to cancel

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**Is Promotion a Contest or Sweepstakes?**

- Legal Standard Varies By State
- Analysis is Always Comparison of Degree of Skill versus Chance
  - **Dominant Factor Doctrine (Majority):**
    - Promotion = Sweepstakes if chance *dominates* distribution of prize, even though the exercise of skill or judgment is present to some extent (*i.e.* first 100 to respond, predicting results of an athletic event, slot machines)
  - **Material Element Doctrine:**
    - Promotion = Sweepstakes if the chance element is present to a *material* degree. *A more stringent analysis as to the amount of chance present must be taken.*
  - **Chance Doctrine:**
    - Promotion = Sweepstakes if there is *any element of chance* present whatsoever
    - Consider: Game where winner is selected based on popular voting (with no restriction on number of votes) may be considered to have chance present
  - **Pure Chance Doctrine (Minority):**
    - Promotion = Sweepstakes only if *based entirely on chance.*
    - Most favorable to Promotion Sponsors because least likely to be Illegal Lottery if consideration also present.
    - Exercise of any skill by entrant removes Promotion from within the definition of a lottery (*i.e.*, guessing contest is Contest – not Illegal Lottery).

**Issue: Whether degree of chance in a contest would transform a game of skill into a game of chance?**

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**Problem**      **Chance Could Override Skill Making Contest an Illegal Lottery**

**Solution**      **Do Not Require Consideration to Enter Contest**

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**Issues for Sweepstakes and Contests**

- Registration and Bonding Requirements
- Eligibility Limitations
- Taxes
- Privacy
- Promotion of the Contest or Sweepstakes
- Inability to complete Sweepstakes or Promotion
- COPPA
- Viral Campaigns
- Other Issues

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**Common Contest Mistakes**

- Failing to set forth entry requirements
- Failing to set forth judging criteria
- Failing to adhere to stated criteria
- Letting chance override skill + consideration = Illegal Lottery
- Failing to sufficiently mitigate UGC risk with specific guidelines
- Failing to use due diligence in screening or taking down UGC

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**Registration & Bond Requirements**

- New York and Florida if value > \$5,000
  - Must be in advance (NY—30 days; FL—7 days).
  - Must post bond for value
  - Must file Winners List within 60 days (FL) or 90 days (NY) of selection of winners
- Rhode Island if value > \$500
- Arizona for all contests
- Puerto Rico requires pre-approval (which usually makes it an excluded jurisdiction)

**Remember: All prizes in the Aggregate must be considered**

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**Problem** Sweeps/Contest Triggers  
Registration/Bond Requirements

**Solution**

- Exclude states that have such requirements
- Use agency that can meet these requirements

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**Taxes**

- If Estimated Retail Price for Prize is over \$600
- Have winner sign an affidavit and give social security number
- File 1099
- See sample Affidavit in materials

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**Eligibility Limitations**

- If prize value >\$600, for tax reasons, U.S. residents only
- Exclusion of minors, persons affiliated with sponsor, or residents of certain states
- Requirements authorizing sponsor to use winners' names, photographs, or other materials in future promotions, to prepare a list of winners, or for other purposes.
- Eligibility should also be conditioned on compliance with the Official Rules.

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**Privacy Issues**

- Disclose how personal information will be used:
  - in accordance with its Privacy Policy? Link to Privacy Policy.
  - solely for administering the Sweepstakes or Contest?
- Do what you say you will do with the personal information
- If Sharing with Third Parties, e.g., Co-Sponsor or Prize Provider
  - Disclose how third party will use data
  - Third Party should indemnify for any departure from their privacy commitments to the entrant.
- Safeguard entrants' personal data using appropriate security measures
  - Transmit data in an appropriate manner to assure security, e.g., SSL transmission.
- COPPA
- CAN-SPAM

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### Promoting the Sweepstakes or Contest

*The Regular Laws Still Apply*

- Advertising Law
- CAN-SPAM (if using email)
- General Consumer Protection Law
  - Note: Colorado CPA has specific “Sweepstakes and Contest” section requiring detailed disclosures

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### Viral Campaigns

- Using the public to generate buzz
  - Encouraging entrant to forward entry or get friends to vote on his/her entry
  - Urging or incentivizing entrant to spread the word of the contest
    - \*Send to your friends on YouTube, facebook, myspace
    - \*Forward this to your friend and you will receive an extra entry
- When You Incentivize, consider CAN-SPAM
  - Compliance may depend on how and where promotion and viral call to action is hosted

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### Children’s Online Privacy Protection Act (COPPA)

- Post Privacy Policy close to any area where personal information is requested from children
- Parental notice and consent is required whenever a child’s personal information is collected.
- Exception: Email address for one-time contest entry and one-time notification that a prize has been won
  - But, cannot collect any other information (even a home address to deliver a prize), without following statutory parental consent procedures

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**Problem**

**Something Goes Wrong**  
 (e.g., Prizes Unavailable, Voting Manipulated)  
**Sponsor Cannot Complete Promotion In Manner Originally Anticipated**

**Solution**

**Reserve the right to Cancel Promotion**

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**Other Issues**

- Entrant/Winner Issues
  - Minimum age of entrant
  - Can they travel; will they bring a companion
    - See same Travel Companion release in materials
- Prize Issues
  - Will it trigger taxes?
  - Available items change?

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**Common Mistakes Applicable to Sweepstakes and Contests**

- Failure to disclose material terms in general advertising of the promotion.
- Failure to register when required (and to allow sufficient time to register).
- Failure to "void" the promotion in particular states.
- Assuming Canadian law is the same as U.S. law.
- Burying required disclosures in numerous, densely packed lines of fine print or remote internet links (or omitting them altogether).
- Failure to follow the sponsor's own rules, including by changing the rules in midstream.

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**Problem**

**You Don't Have The Prize You Intended to Give**

**Solution**

**Reserve the Right to Substitute Prize of Equal or Greater Value**

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**Sweepstakes and Contest Tool Kit**

- Official Rules
- Prize Acceptance Documents
- Affidavit and Publicity Release
- 1099 Form for Prizes >\$600



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**Official Rules:**

- Must be clear and accurate
- Should Protect Sponsor
- Should Explain Role of Co-Sponsor, if applicable
- Should Explain Role of Prize Provider, if applicable
- **Be Followed**

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**Miley Cyrus Contest Duped by "Dead Dad" Essay, But Withdraws Grand Prize**

An essay that started off, "My daddy died this year in Iraq..." and in turn won a 6-year-old her a sold-out [Miley Cyrus](#) concert has since been exposed as sheer fiction. That's right — ["Daddy"](#) being confronted [sic] "We did whatever we could do to win," the girl's mother admitted to [Dad](#) the contest sponsor asked me if this essay is true, I said, No, this essay is not true."

As a result and after much deliberation, [Club Libby](#) — the mall chain that ran the essay contest makeover — has decided not to fly the [Orlando, Texas](#), girl to [Albany, New York](#), to attend a [Janet Jackson](#) and [Intergalactic](#) the relative case in [California](#). In order to uphold their values, we have given to the [Catalytic](#) family. Consequently, we will award the prize to another winner!"

How can we please take a long hard look at the person — the girl herself, perhaps her mom? [Daddy's](#) death in Iraq was worth concert tickets? I mean, we're not lobbying for a visit from [Joe](#)?

**POLL:** Should the 6-year-old girl have been able to keep the tickets? [Click here](#)

**RULES DID NOT STATE TRUE STORIES ONLY!**

That is fact up! They absolutely should revoke. The little girl and her mom [DEFRAUD](#)ED the contest and deprived a non-for the chance to win tickets. Maybe the little girl should learn a big valuable lesson here: don't [LIE](#) to get what you want. She and her mother deserve all the scorn that comes with this disgusting act.

Has Best story of the year hands down, and at such a late date.

"Unless the rules of the contest stated that they were looking for true stories only, they might not be able to just disqualify the girl..."

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**Official Rules Should Describe:**

- Eligibility requirements
  - Eligibility exclusions, *i.e.*, employees of Sponsor
- How promotion will be run
- How to enter
  - Free method of entry, if applicable
- Any limit on number of entries entrant may submit
- How winners will be selected and notified of win
- The prize(s) including the number of prizes and their value
- Beginning and end of promotion
- Deadline for entry
- Odds of winning or estimate of number of entrants
- How entry information will be used
- What will be done with unclaimed prizes

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**The New York Times**  
[nytimes.com](#)

June 27, 2007


**Outcome of an Ad Contest Starts an Uproar on YouTube**


By [LOUISE STORY](#)

Some YouTube users cried foul this week when they saw the winning video in a Malibu Caribbean Rum user

The contest, which began in early May, solicited videos about Malibu Banana Rum set to the tune of "Banana Day-O." It offered a prize of \$25,000 or, if the winner preferred, a banana grove in a tropical location.

The Malibu brand, owned by Pernod Ricard, stated that it would consider the votes of YouTube users when also said the actor Eren Ramirez of "Napoleon Dynamite" would help judge. The winner would be announced 30.



 **Official Rules Should Protect Sponsor:**

- Limit Liability
- Disclaim Warranties
- Include Right to Cancel the Promotion
- Include Right to Substitute Prizes
- Include "Void where prohibited by law."
- Void Promotion in States with Burdensome Requirements
  - e.g., Void in NY and FL
- Void Promotion in States where it would be prohibited
  - e.g., Void in VT
- Sponsor contact information
- Where to obtain a free set of complete rules.
- If a promotion is promoted along with a solicitation to buy products or services, the ads or solicitations must also explain how consumers can enter the promotion free of charge

#### CHECKLIST FOR CONTEST RULE DISCLOSURE REQUIREMENTS

The following disclosures must be clearly stated in a form readily available to all entrants and prospective entrants in the contest. They do not need to appear on the entry form itself, but must be easy to obtain and read.

##### I. FOR ALL CONTESTS:

Clearly disclose name and address of organization sponsoring contest

Eligibility restrictions (is entry restricted by age? geographic area? employment affiliation?)

Is contest illegal in any state or country? If so, state that fact. (Use "Void where prohibited by law" only as a fallback; a contract term that makes the contest entrant responsible for knowing the law may not be enforceable.)

Number of entries (is there a restriction on the number of entries per person or per household?)

Form of entry (can entry be submitted by email? by fax? only by mail? must entry be an original, or are photocopies permitted? must it be handwritten, or can it be word-processed or typed?)

Entries must be received no later than \_\_\_\_\_ (state a time and date, and provide a time zone reference, such as "midnight Pacific Standard Time, January 1, 2005" But note that many people are uncertain as to whether midnight is correctly identified as "12 a.m." or "12 p.m.," and as to whether "midnight, January 1" means the first minute of January 1 or the *last* minute of January 1. To avoid such ambiguity, it may be a good idea to end the eligibility period at some hour other than midnight.)

State the number, nature, and value of the prizes to be awarded

State any material limitations on the prize (such as restrictions on dates of use in the case of travel-related prizes)

State when the drawing or judging will occur

State how and when prizes are to be awarded and that winners will be notified how to claim their prizes

State that winners are responsible for applicable taxes on prizes

If a prize is unclaimed, will a "second chance" drawing be held? If not, what will become of unclaimed prizes?

Disclaim liability for any claim arising from a winner's use of or dissatisfaction with a prize.

**CHECKLIST FOR SWEEPSTAKES  
RULES DISCLOSURE REQUIREMENTS**

Disclaim express or implied warranties regarding prizes  
 State that anyone may obtain a list of winners and disclose how they may do so (Note: This list should remain available for two years following the contest.)  
 Make sure contest is registered where required by state law (if announced value of all prizes totals more than \$500, registration and payment of a \$150 fee are required in Rhode Island if local retail stores are involved; if value of prize is more than \$5000, registration and payment of a \$100 fee are required in New York and Florida within 30 days (NY) and seven days (FL) prior to the contest; both states require establishment of a trust account or posting of a surety bond, and the filing of a list of winners after the contest; Puerto Rico requires prior approval (*which is one reason to exclude PR by limiting to 50 states*). But *note* that "internal" contests such as sales competitions or contests among members of a club or organization are o.k. if not promoted to the general public.)

II. FOR CONTESTS OF CHANCE:

State that no purchase is required (if alternate methods of entry are available, include instructions on how to enter without a purchase)  
 State the odds of winning (or state that "Odds of winning depend upon the number of entries received"), and state how many entry forms will be distributed.  
 State that making a purchase will not increase the odds of winning

III. FOR CONTESTS OF SKILL:

State whether any consideration is required to enter the contest  
 State the criteria upon which entries will be judged  
 State who will judge the entries (not required but recommended)  
 State that the decision of the judges is final  
 Explain how prizes will be awarded in the event of a tie  
 State whether entries will be returned, and if they will, explain what entrant must do to get entry back (e.g., enclose self-addressed stamped envelope)  
 If entries will not be returned, state that they become the property of the contest sponsor and indicate when they will be destroyed (but keep them on hand for at least two years after the contest)  
 If entries involve original works of authorship (i.e., *not* simply solutions to a puzzle but original creations on the order of written essays, drawings, videotapes, etc.), state whether the entrant must agree to assign or license the copyright to the contest sponsor (note that this must be done by signed agreement; merely claiming copyright ownership in the Rules is insufficient)  
 State whether entrant must consent to certain uses by the contest sponsor of entrant's entry and/or entrant's name

The following disclosures must be stated clearly in a form readily available to all entrants and prospective entrants in the sweepstakes.

Clearly state that "No Purchase Necessary" if applicable. If a purchase is necessary, state that "A Purchase Will Not Increase Your Odds of Winning."

Identify the name and address of the sweepstakes sponsor.

State that entrants must agree to be bound by and comply with the official rules in order to participate in the sweepstakes. In addition, entrants must agree to the decisions of the sponsor, which are final and binding.

Number of entries (Is there a restriction on the number of entries per person? Per email address? Per household? Is there a restriction on the number of entries per day or sweepstakes period?).

Official entry form/alternative means of entry (if entry is required online, can you mail or fax in your entry as well?).

Who may enter? Is there an age restriction? Exclusion of sponsor employees, affiliates, agents, and their employees? Can you enter if you have already won a prize from the sponsor?

Are there any states that will be excluded?

State the sweepstakes start date and end date and specify that entries must be received by no later than the end date. Make sure to include the time as well as time zone. If mail entries are accepted, state that the mail entries must either be received by or postmarked by the end date.

State the number and nature of the prizes to be awarded and describe in full detail (i.e. retail value).

Set forth any limitations on the prize (i.e. winner must take delivery of the prize within 30 days, sponsor reserves the right to substitute the prize for another prize of greater or equal value, etc.)

State the odds of winning. If the number of entries is restricted, the rules should state the exact odds of winning. If the number of entries is unrestricted, the rules should state that the odds of winning will depend on the number of eligible entries received.

Set forth (a) the date on which the winner(s) will be selected and announced; (b) the manner in which the winner(s) will be selected and notified; and (c) provide a manner in which entrants may request a list of winners (and official rules) and a deadline for when winners lists (and official rules) may be requested.

State that the winner will be responsible for any applicable taxes for the prize.

Disclose that the winner may have to have to execute an affidavit and release or publicity release in order to receive the prize (if applicable).

Include a limitation of liability in connection with misdirected or incomplete entries, electronic or computer malfunctions, for any injuries or losses caused by a prize in a sweepstakes or by participation in the sweepstakes, and for any claim arising out of a winner's use of or dissatisfaction with a prize.

"Void Where Prohibited"

If collecting personal information, disclose what the sponsor will do with such information. Link to sponsor privacy policy if applicable.

#### SAMPLE WINNER AFFIDAVIT AND RELEASE

1. I am submitting this Affidavit and Release ("affidavit") so that you may determine my eligibility to receive the prize for which my entry has been submitted in the [Enter name of promotion] (the "Promotion") sponsored by [Enter Sponsor name] from [Enter promotion start date and end date]. I represent as follows:
  2. I have read, understood and complied with, and will continue to comply with the official rules of the Promotion. In submitting my entry and claiming any prize that may be awarded to me, I have done this lawfully and in accordance with the official rules of the Promotion.
  3. I understand that "Sponsor" means: (a) [Enter Sponsor name], (b) [Enter Sponsor name] affiliates which include but are not limited to related entities and the officers, directors, employees, agents, representatives, successors and assigns of [Enter Sponsor name] affiliates, (c) the advertising, promotional and judging agencies of [Enter Sponsor name] and its affiliates, and (d) any one else connected with the Promotion now or in the future. To my best knowledge, neither I nor any member of my immediate family or anyone living in my household is an employee of the "Sponsor."
  4. I alone am obligated to pay any taxes (to the federal, state or local government) on the value of the prize that may be awarded pursuant to the Promotion. I release the Sponsor from any liability and will indemnify and hold it harmless from any such taxes and costs. The Sponsor has my permission to deduct or require payment of any such taxes and costs in accordance with applicable state, federal and other laws, before any benefit is conferred or prize is delivered to me. I acknowledge that Sponsor will require my Social Security Number if the prize being awarded is valued at \$600.00 or greater in order that Sponsor may comply with federal law.
  5. In exchange for the Promotion's prize awarded to me, I release and forever discharge the Sponsor from and against any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, liabilities and damages for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with the receipt, ownership, use, transfer or sale or other disposition of the prize, as well as any and all claims, demands or causes of action that I may now have or may hereafter have for libel, defamation, invasion of privacy, violation of the right of publicity, commercial appropriation of name and likeness, infringement of copyright or violation of any other right arising out of or relating to any of the rights granted by me to the Sponsor.
  6. I give the Sponsor, throughout the universe and forever, the right to use and publish my name, user name, voice, likeness, photograph, biographical and prize information (altogether "Name and Likeness") by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional,

regulatory compliance and/or other purposes related to the Promotion without notice to me and without further compensation. I reserve no rights with respect to such uses. The Sponsor is free to assign the rights I've granted to Sponsor to anyone Sponsor chooses. I acknowledge that I have read the privacy policy on [Enter website address], that I understand it, and that I hereby waive any prohibition against the release of my Name and Likeness as it relates to identification of me as the sweepstakes winner or as otherwise permitted hereunder.

7. I can and will be disqualified from receiving any prize that may be awarded to me if any statement made by me in this affidavit is false or inaccurate.
8. If any term of this affidavit is waived by Sponsor, it does not mean that such waiver will act as an on-going waiver of that or any other term. If any part of this affidavit is invalid or unenforceable, it will not affect the validity or enforceability of any other part of my affidavit.
9. I have been given ample opportunity and time to read, and have carefully read, this affidavit. I understand its contents, and agree to be bound by the terms and conditions of the affidavit. This affidavit contains my entire understanding relating to my participation in the Promotion and cannot be changed or amended except in writing signed by Sponsor and me.
10. If I am executing this affidavit for a minor (an individual who is not 18 years of age at the time this affidavit is signed and submitted), I represent and warrant that I am either a parent with full legal rights relating to the minor, or the minor's legal guardian.
11. Sponsor may rely on all representations I have made in this affidavit.

I declare under penalty of perjury that all statements made by me in this document are true. The name given below is my legal name. The Social Security Number furnished is mine and not some one else's Social Security Number.

Date	Telephone Number
Name of Participant (Please Print)	Date of Birth
Address of Participant	
Signature of Participant (or Parent or Legal Guardian)	(Social Security Number of Participant)
Name of Parent or Legal Guardian (Please Print)	
Address of Parent or Legal Guardian	

**For All Contest Winners**

**Affidavit of Eligibility, Publicity Release and Liability Waiver**

This Affidavit of Eligibility, Publicity Release and Liability Waiver (the "*Agreement*") must be read and signed by persons ("*Winners*") who are awarded a prize ("*Prize*") in sweepstakes and contests sponsored by [COMPANY NAME] ("*Sponsor*") or any of its affiliates or subsidiaries (the contest in which the undersigned has been awarded a Prize is hereinafter referred to as the "*Contest*"). If Winner is a legal minor, Winner's parent or legal guardian must also read and sign this Agreement. The Contest Winner is referred to below as "I" or "me." In consideration of the awarding of a Prize to me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (and if I am a minor, my parent or legal guardian) hereby agree as follows:

1. I represent that I am eligible to receive the Prize awarded to me in the Contest. Without limiting the foregoing, I represent that I satisfy all eligibility requirements (e.g., as to my age or place of residence) set forth in the official Contest rules, which I acknowledge having read and understood, and any other requirements imposed by law.
2. I give permission irrevocably and in perpetuity to Sponsor and its subsidiaries and affiliates to, without additional compensation to me, use, adapt, reproduce, distribute, display and publicly perform my name, visual likeness and biographical data, in whole or in part, worldwide, in connection with the promotional or marketing activities of Sponsor and/or its subsidiaries or affiliates.
3. I understand that any material I submitted and/or entered into the Contest is the sole property of Sponsor and may be used by Sponsor for any purpose. I represent that I independently created the material I submitted to Sponsor. I assign and convey to Sponsor all right, title and interest in and to the submitted material(s) and all copyright, trademark and other intellectual property rights in the submitted material(s), and agree to take any actions (including execution of documents) reasonably requested by Sponsor to effect, perfect or evidence the foregoing assignment.
4. I ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN AND/OR USE OF ANY PRIZE IS SOLELY AT MY OWN RISK. THEREFORE, I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "*SUCCESSORS*"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS SPONSOR AND ITS AFFILIATES AND SUBSIDIARIES, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, "*RELEASED PARTIES*"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM I MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, "*HARM*") THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE

CONTEST, ANY USE BY SPONSOR OF MY NAME, VISUAL LIKENESS OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO USE ANY PRIZE AWARDED TO ME, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "**RELEASED CLAIMS**").

IF I AM A MINOR, MY PARENT OR LEGAL GUARDIAN, BY THEIR SIGNATURE BELOW, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR AND ALL OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY SPONSOR AND ANY OTHER RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY RELEASED CLAIMS.

**I SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST SPONSOR OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM SPONSOR OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.**

5. If any provision of this Agreement is found to be unenforceable in any respect by a court, it is my intention and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Sponsor or any Released Party under this Agreement.

6. This agreement shall be governed by the laws of the State of **[INSERT CHOICE OF LAW]**, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at **[INSERT VENUE]** with respect to any claim or suit arising out of or in connection with this Agreement, the Contest, any delivery, misdelivery or nondelivery of any Prize or my acceptance, participation in, use of, or inability to use any Prize, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.

7. I acknowledge and agree that my consent to the terms set forth above is material inducement for Sponsor to award a Prize to me and Sponsor would not do so in the absence of my consent as evidenced by my signature below.

8. This Agreement constitutes the entire agreement between myself and Sponsor with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between myself and Sponsor or any other Released Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by Sponsor specifically referencing this Agreement.

**THIS IS A LIABILITY RELEASE**

**PLEASE READ CAREFULLY BEFORE SIGNING**

The signature of the parent/legal guardian operates as an acceptance of the terms and conditions of this document on behalf of a minor child and for themselves

**WINNER**

**Parent/Legal Guardian (If Winner is a minor):**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

**Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

( ) \_\_\_\_\_  
Home telephone number

( ) \_\_\_\_\_  
Home telephone number

## THE [COMPANY NAME] [CONTEST TITLE] CONTEST

### OFFICIAL RULES

#### COMMON TERMS USED IN THESE RULES:

These are the official rules that govern how the [COMPANY NAME] [CONTEST TITLE] contest promotion will operate. This promotion will be simply referred to as the "Contest" throughout the rest of these rules.

In these rules, "we" "our" and "us" refer to [COMPANY NAME] [ADD CO-SPONSOR NAME IF APPLICABLE], the sponsor[s] of the Contest. "You," "yourself," "I," "me," and "my" refers to an eligible Contest entrant.

#### 1. CONTEST DESCRIPTION:

This is a skill-based Contest. The object of this Contest is to create [describe what are you looking for in entries. **Here is an example** "The object of this Contest is to create an original slide show using digital photos that best illustrate the theme "family moments.""]. For purpose of this Contest, each [definition of the entry, for example "original slide show"] you create and submit in the Contest will be called an "entry." Entry eligibility will be determined using the criteria in Paragraph 4. All eligible entries received will be judged using the criteria in Paragraph 7, and the judges will select [number] people who will each receive the prize described below [OR "select [number] finalist for a random drawing" **IF THE WINNERS ARE ULTIMATELY CHOSEN RANDOMLY**].

#### 2. What are the start and end dates?

This Contest starts at 12:01 AM Pacific Time on [START DATE FOR CONTEST] and ends at 11:59 Pacific Time PT [END DATE FOR CONTEST]. This will be referred to as the Entry Period throughout the rest of these rules. Entries must be received within the Entry Period to be eligible. Any received outside of those dates will be disqualified.

#### 3. Can You enter?

You are eligible to enter this Contest if you meet the following requirements:

- **You are** a legal resident of the 50 Unites States (including the District of Columbia), and you are least \_\_\_\_\_ years of age [**LIST MINIMUM AGE TO ENTER, NO LOWER THAN THIRTEEN YEARS OF AGE**] or older at the time of entry; **and**
- **You are NOT** an employee of [COMPANY NAME] or an employee of a [COMPANY NAME] subsidiary; **and**
- **You are NOT** involved in any part of the administration and execution of this Contest; **and**
- **You are NOT** an immediate family (parent, sibling, spouse, child) or household member of a [COMPANY NAME] employee, an employee of a [COMPANY NAME] subsidiary, or a person involved in any part of the administration and execution of this Contest

If you are a minor, you should ask your parent's or legal guardian's permission prior to submitting an entry in this Contest. This Contest is void outside the geographic area described above and wherever else prohibited by law.

#### 4. What constitutes an eligible entry?

To be eligible for judging an entry must meet the following content / technical requirements:

[describe entry requirements, like file size, required functionality, etc.

**Here is an example:**

- The slide show must be at least 30 seconds but may not exceed 2 minutes in length.
- You may not use any personally identifiable information other than a first name or nickname.
- The decorative text can be any font you choose, as long as the judges view it as legible (12 pt is the preferred minimum type size).
- Your entry must contain a member of your family or your community that is of a different generation than yourself.

In addition:

- your entry must be your own original work; and
- your entry cannot have been selected as a winner in any other contest; and

- you must have obtained any and all consents, approvals or licenses required for you to submit your entry; and
- your entry must not otherwise violate the rights of any other person or company by using their trademarks, music, logos, names or images without their express written consent.

### 5. How will my entry be potentially used?

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you (or, if you are a minor, your parent or legal guardian):

- are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Contest; and (ii) feature your entry and all its content in connection with the promotion of this Contest in all media (now known or later developed);
- agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- understand and acknowledge that we may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;
- understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this Contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;
- understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules

Please note that following the end of this Contest your entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are

not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

If you (or, if you are a minor, your parent or legal guardian) do not want to grant us these rights to your entry, please do not enter this Contest.

### 6. How do you submit your entry?

To submit your entry [*describe the entry process in detail, including the URL of the entry site and any other requirements*].

We will only accept [*how many?*] entry(ies) per person and e-mail address [*FURTHER LIMITATIONS? – PER DAY? – PER MONTH? – OVERALL?*]. In other words, two people may not enter using the same email address – you each must enter using a unique email address. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

We will automatically disqualify:

- (1) Any incomplete or illegible entry; **and**
- (2) Any entries that we receive from you that are in excess of the entry limit described above.

### 7. How will entries be judged?

A panel of judges will review all eligible entries received and select [*number*] winners **OR "finalists" IF THE JUDGES SELECT ENTRIES FROM WHICH WINNERS ARE CHOSEN RANDOMLY** based upon the following criteria:

[*Create a paradigm of judging criteria specific to your contest. Here is an example:*

[50%-] Creativity and originality;  
 [25% -] Design of the slide show; and  
 [25% -] Use of digital imaging and publishing tools (such as photography, clip art, animation, special effects, illusions, sound and video).

The decisions of these judges are final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer than [*number*] winners [**OR**



**"finalists" IF THE JUDGES SELECT ENTRIES FROM WHICH WINNERS ARE CHOSEN RANDOMLY].** In the event of a tie between any eligible entries, the tie will be broken by an additional judge who will judge the tied entries based on the criteria listed above.

### 8. What is/are the prize(s)?

**[DESCRIPTION OF PRIZE HERE] [ESTIMATED RETAIL VALUE OF EACH PRIZE HERE]**

The total Estimated Retail Value (ERV) of all prizes: **[INSERT ERV HERE]**

If for any reason the advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value. We will only award one (1) prize per person. If you are selected as a potential winner of this Contest:

- (1) You may not exchange your prize for cash or any other merchandise or services;
- (2) You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner.
- (3) If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.

### 9. How will you know if you're a winner?

**[OPTION 1 - JUDGES SELECT WINNERS]** On or around **[DATE]**, we, or a company acting under our authorization, will complete judging and **[NUMBER]** potential winners will be determined based on the criteria stated above.

If you are a potential winner, we will notify you by sending a message to the e-mail address, the phone number, or mailing address (if any) listed on your entry within seven (7) days following the selection. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate selected winner.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail

address used to enter the Contest, or the person residing at the mailing address listed on your mail-in entry.

If you are a potential winner, we may require you to sign an affidavit of eligibility, liability/publicity release and W-9 form. If you do not sign and return these required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate randomly selected winner.

**[OPTION 2 - JUDGES SELECT ENTRIES FROM WHICH WINNERS ARE SELECTED AT RANDOM]** On or around **[DATE]**, we, or a company acting under our authorization, will select **[NUMBER]** potential winners in a random drawing from **[NUMBER]** finalists the judges will select based on the criteria stated above.

If you are a potential winner, we will notify you by sending a message to the e-mail address, the phone number, or mailing address (if any) listed on your entry within seven (7) days following the random drawing. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate randomly selected winner.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest, or the person residing at the mailing address listed on your mail-in entry.

If you are a potential winner, we may require you to sign an affidavit of eligibility, liability/publicity release and W-9 form. If you do not sign and return these required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate randomly selected winner.

### 10. What other conditions are you are agreeing to by entering this Contest?

By entering this Contest you (your parent or legal guardian if you are a minor) agree and/or understand that:

- (1.) To abide by these Official Rules;
- (2.) To the extent allowed by law, to release and hold harmless **[COMPANY NAME]**, **[ADD CO-SPONSOR NAME IF APPLICABLE]**, their respective parents, subsidiaries, affiliates,

employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest or any prize won;

- (3.) That **[COMPANY NAME'S]** decisions will be final and binding on all matters related to this Contest; and
- (4.) That **[COMPANY NAME]** may use your proper name and state of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.
- (5.) This Contest will be governed by the laws of the State of **[INSERT CHOICE OF LAW]**, and you consent to the exclusive jurisdiction and venue of **[INSERT VENUE]** courts (state and federal) for any disputes arising out of this Contest.

#### **11. What if something unexpected happens and the Contest can't run as planned?**

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Contest.

Computer "hacking" is a crime. If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Contest, so please play fairly.

#### **12. How can you find out who won?**

If you send a self-addressed stamped envelope to the address below on or before **[DATE]** we will provide you with a list of winners that received a prize worth \$25.00 or more.

**[COMPANY NAME AND ADDRESS]**

Attn: **[PROMOTION NAME (WINNER), YOUR BUILDING NUMBER / YOUR OFFICE NUMBER]**

**- OR -**

We will post the names of confirmed winners online after **[DATE]** at **[URL]**. This list will remain posted until **[DATE]**.

#### **13. Who is sponsoring this Contest?**

**[COMPANY NAME]** is the sponsor of this Contest.

**[COMPANY NAME AND ADDRESS]**

**[and]**

**[ADD CO-SPONSOR NAME AND ADDRESS IF APPLICABLE]**

**SAMPLE ONLINE SWEEPSTAKES OFFICIAL RULES****Sweepstakes Official Rules**\_\_\_\_\_  
(Name of Sweepstakes)

Please read the Official Rules and Regulations ("Official Rules") of the "\_\_\_\_\_" Sweepstakes ("Sweepstakes"). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes. To accept the Official Rules, check the Accept button below.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.**

**SWEEPSTAKES DESCRIPTION:** The Sweepstakes begins at [Enter Start Time Pacific Standard Time ("PST")] on [Enter Start Date] and ends at [Enter Ending Time PST] on [End Date] ("Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States (list excluded states if necessary) and the District of Columbia ("U.S.") who are at least \_\_\_\_\_ years of age (list minimum age to enter, no lower than thirteen years of age) on the date of the Sweepstakes entry submission ("Entrant"). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of the Sponsors and/or the Administrator (as each is defined below), and their respective parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Sweepstakes (collectively the "Sweepstakes Entities") are not eligible. The Sweepstakes is void in (list excluded states/jurisdictions if necessary) and where prohibited.

**SPONSOR:** [Enter name and address of Sponsor] (the "Sponsor").

**ADMINISTRATOR:** [Enter name and address of the Administrator] (the "Administrator").

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, each Entrant (or if the Entrant is not of the age of majority in his/her state of residence, his/her parent or legal guardian) fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsors and the Administrator, which are final and binding in all matters related to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** To enter the Sweepstakes, visit [List website address] (the "Website") during the Sweepstakes Period, complete the online entry form with the required contact information ("Entry") and submit the completed Entry as directed. Alternatively, you may mail a 3" x 5" postcard with your name, address, e-mail address (if you have one) and telephone

number to [Enter address of where to mail entries]. ALL ENTRIES MUST BE RECEIVED BY [Enter ending time PST] on [Enter end date of Sweepstakes]. Limit: [Enter any restrictions on the number of entries, i.e. One (1) entry per person or email address]. [Add if necessary: In the event more than one (1) Entry is received from any one person or email address, the first Entry processed will be considered the only valid entry received for that Entry Period.] In the event of a dispute, Entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. The potential winner may be required to show proof of being the authorized account holder. No mechanical reproductions permitted. Sponsor is not liable for lost, late, misdirected, or corrupted Entries whether due to a technical error or otherwise. Entries become the property of Sponsor and will not be acknowledged or returned.

**WINNER SELECTION:** [List prize winners, i.e. One (1) Grand Prize Winner and Five (5) First Prize Winners] will be selected in a random drawing conducted on or about [Enter drawing date] from among all eligible entries received. Drawing will be conducted by Administrator at the Administration address. The potential winners will be notified by the Administrator by [Enter method of contact] and will be required to sign and return an Affidavit of Eligibility and a Liability Release and, except where prohibited by law, a Publicity Release Form ("Affidavit/Release") within [Enter time restriction winner must respond by, i.e. 7 days] of receipt. If the potential winner is an eligible minor, Affidavit/Release must be confirmed and signed by his/her parent or legal guardian. Failure of the potential winner to timely return the required executed documents within the specified time period may cause the prize to be forfeited and awarded to an alternate as solely determined by Sponsor. If a prize is refused, a prize notification is returned or deemed undeliverable, or the potential winner is disqualified for any reason, an alternate winner will be selected via a random drawing. Except where prohibited by law (e.g., Tennessee), acceptance of the prize constitutes permission for Sponsor to use winner's name, hometown, likeness, statements, and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use. The odds of winning drawing depend upon the number of eligible Entries received during the Sweepstakes Period.

[Enter name, number, and value of prizes]

**GENERAL PRIZE RESTRICTIONS:** A prize winner must take delivery of the prize within [Enter time restriction, i.e. 30 days of notice of availability] from the Sponsor or the prize may be forfeited and awarded to an alternate winner. Sponsor will be responsible for transport costs of delivering the prize to winner's residence. Prize may not be transferred or assigned until after the actual winner has complied with all his or her obligations under these Official Rules. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. The prize winner will be responsible for all taxes (including but not limited to federal, state, local

and/or income) on the prize and will be required to provide his/her Social Security number for tax reporting purposes if the retail value of the prize being awarded is \$600.00 or greater (as determined in Sponsor's sole discretion). Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the prize if the retail value of such prize is \$600.00 or greater. If a prize winner refuses to provide his/her Social Security number for a prize worth \$600.00 or greater, the prize winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A prize winner who refuses to provide a Social Security number for a prize worth \$600.00 or more will have no right to an alternate prize worth less than \$600.00 in lieu of providing his/her Social Security number for the original prize. A prize winner will be required to execute an Affidavit and Release form prior to the prize being released to such winner. The execution of the Affidavit and Release by a prize winner is an explicit condition to releasing said prize; refusal by a prize winner to execute the Affidavit and Release will result in disqualification, and a new winner will be selected in accordance with these Official Rules.

**GENERAL CONDITIONS / RELEASE:** By participating, Entrant (and if an eligible minor, their parents or legal guardians) agree to (a) release Sweepstakes Entities, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by (i) Entrant's participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (ii) any Sweepstakes Entities sponsorship or administration of the Sweepstakes; and (iii) Entrant's and/or any third party's use, sale or disposal of the prize; (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize (any written warranty by the manufacturer concerning the prize will be provided along with the prize). Neither Sweepstakes Entities nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes. **CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Administrator reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at [\[Enter website address\]](#). If the Sponsor decides to reconvene the

Sweepstakes after a suspension, the determination of the prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as Administrator determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

**DISPUTES:** Entrants (and, if an eligible minor, their parents and legal guardians), agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in [\[Enter venue\]](#); (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the [\[Enter governing law\]](#), without giving effect to any choice of law or conflict of law rules (whether of [\[Enter governing law\]](#) or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than [\[Enter governing law\]](#).

**ENTRANTS PERSONAL INFORMATION:** Information collected from Entrants is subject to the Privacy Policy which can be found at [\[Enter Privacy Policy website address\]](#).

**WINNER / RULES:** For the name of the Sweepstakes winners and/or a copy of these Official Rules, mail a stamped, self-addressed envelope to: [\[Enter address\]](#). Requests must be received by [\[Enter date\]](#).

**SAMPLE WINNER NOTIFICATION LETTER**

[Company Letterhead]

**TRAVEL COMPANION LIABILITY/PUBLICITY RELEASE**

I, \_\_\_\_\_, being duly sworn, say I am \_\_\_\_ years of age. I reside at

\_\_\_\_\_, \_\_\_\_\_,  
(Home address) (City)

\_\_\_\_\_  
(Country / Region) (Postal / Zip Code)

\_\_\_\_\_  
(Phone number) (Email address – if available)

I am submitting this affidavit to [Company Name] with the understanding that it is required if I wish to accompany a travel prize winner on the trip awarded in [Promotion title] (the "Promotion").

I do hereby give [Company] and its agents and assignees full permission and authority to use, display, publish in any media, now known or hereafter developed, my full name, city and state of residence, and photograph or other likeness, without additional compensation, in any and all advertising and promotional materials relating to the Promotion, other promotions which may be offered by [Company] and/or the business of [Company], except where prohibited by law.

I agree and hold [Company], together with their respective directors, officers, employees, licensees and assigns harmless against all and any liability for personal injury, death, hijacking, kidnapping or other injury or accident beyond their control and resulting from acceptance and utilization of the prize sponsored in the Promotion. I also acknowledge that [Company] has **NOT** arranged for and does not carry insurance of any kind for my benefit or that of my heirs, executors and administrators relative to my use of the prize; and that I am solely responsible for obtaining and paying for any life, travel, accident, property or other insurance relative to my use of the prize, should I desire it.

Signed: \_\_\_\_\_

\*Signed: \_\_\_\_\_

(\*Signature of parent or guardian required if signatory is a minor who has not reached the age of majority in the country/region in which they reside)

**SAMPLE #1 - WINNER NOTIFICATION EXAMPLE FOR A PRIZE WORTH LESS THAN \$600:**

Congratulations, [NAME] you have been selected as a winner in the [SWEEPSTAKES OR CONTEST TITLE]. Once we've confirmed that you meet the eligibility set forth in the official rules\*, you will be awarded a [PRIZE DESCRIPTION], valued at [ESTIMATED RETAIL PRICE SET FORTH IN THE OFFICIAL RULES].

To confirm your eligibility and claim your prize, please respond by [INCLUDE A REASONABLE AMOUNT OF TIME FOR THE CONSUMER TO RETURN THE INFORMATION, GENERALLY 14 DAYS] with your mailing address. If you fail to respond within this time period, we will select an alternate winner.

Once I receive your response, I will arrange for your prize to be shipped within 4 - 6 weeks.

Truly,

[YOUR NAME]

[YOUR MAILING ADDRESS]

\*[PASTE THE ELIGIBILITY STATEMENT FROM YOUR OFFICIAL RULES. IT USUALLY STARTS WITH "This sweepstakes is open only to legal U.S. residents 18 years of age or older at the time of entry. Employees of Microsoft ...

**SAMPLE #2 - WINNER NOTIFICATION LETTER EXAMPLE FOR PRIZES WORTH \$600 OR MORE:**

Congratulations, [NAME] you have been selected as a winner in the [SWEEPSTAKES OR CONTEST TITLE]. Once we've confirmed that you meet the eligibility set forth in the official rules\*, you will be awarded a [PRIZE DESCRIPTION]. Also, please note that by accepting this prize, you are solely responsible for any local, state or federal taxes in connection with the prize awarded and understand that such taxes may be based upon the full value of items provided which have an approximate retail value of [ESTIMATED RETAIL PRICE SET FORTH IN THE OFFICIAL RULES].

To confirm your eligibility, please print, complete, and return to my attention at the address below the attached affidavit of eligibility, liability & publicity release. Please respond by [INCLUDE A REASONABLE AMOUNT OF TIME FOR THE CONSUMER TO RETURN THE INFORMATION, GENERALLY 14 DAYS] to accept your prize. Failure to respond within this time period will result in your disqualification and a selection of an alternate winner.

Once I have received your completed forms confirming your eligibility, I will contact you to arrange your prize delivery.

Truly,

[YOUR NAME]

[YOUR MAILING ADDRESS]

\*[PASTE THE ELIGIBILITY STATEMENT FROM YOUR OFFICIAL RULES. IT USUALLY STARTS WITH "This sweepstakes is open only to legal U.S. residents 18 years of age or older at the time of entry. Employees of Microsoft ...

\*\* [ATTACH THE AFFIDAVIT OF ELIGIBILITY, LIABILITY & PUBLICITY RELEASE FORM]

**FLORIDA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES**

**Division of Consumer Services**



**CHARLES H. BRONSON  
COMMISSIONER**

**GAME PROMOTION FILING PACKET**  
s. 849.094, F.S.

**GAME PROMOTION FILING PACKET**

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**APPLICATION CHECKLIST AND INSTRUCTIONS**

Florida law requires that you file your game promotion with this office at least seven (7) days prior to its commencement. However, it is recommended that you submit your application and associated documents as soon as possible so that we may assist you in resolving any potential problems.

- 1. Complete the Filing Application form; page 1 of your application packet.
- 2. If your financial security is a trust account, execute the Statement of Trust Account form; page 3 of your application packet.
- 3. If your financial security is a surety bond, use Department form #10952. The bond will be returned 6 months after the Department receives a certified list of the names and addresses of all persons who have won prizes which have a value of more than \$25, and the dates when the prizes were won.
- 4. If you wish to submit a waiver, execute the Affidavit of Request for Waiver; page 4 of your application packet. For a waiver request to be considered, operators must meet the eligibility criteria outlined in s.849.094(4)b, F.S.
- 5. Review the Rules and Regulations for the Game Promotion; verify that they are complete and in compliance with s.849.094, F.S. Remember, rules and regulations must be filed seven (7) days prior to commencement and may not be modified thereafter.
- 6. Submit the filing fee in the form of a check or money order made payable to the Florida Department of Agriculture and Consumer Services in the amount of \$100. The filing fee is non-refundable.
- 7. Attach the following to the Filing Application:
  - (a) Filing fee of \$100
  - (b) Original financial security
  - (c) Rules and Regulations
- 8. Review the entire application packet for accuracy and completeness.
- 9. **Mail application and attachments to:**

Florida Department of Agriculture and Consumer Services  
Post Office Box 6700  
Tallahassee, Florida 32314-6700

**Mail overnight packages to:**

Florida Department of Agriculture and Consumer Services  
407 S. Calhoun St., First Floor  
Attention: Finance and Accounting  
Tallahassee, Florida 32399-0800.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services

**GAME PROMOTION  
FILING APPLICATION**

s. 849.094, Florida Statutes

**CHARLES H. BRONSON  
COMMISSIONER**

*Make check payable and remit application to:*

Florida Department of Agriculture and  
Consumer Services  
Post Office Box 6700  
Tallahassee, Florida 32399-6700

[www.800helpfla.com](http://www.800helpfla.com)

1-800-HELP-FLA (435-7352) FL Only  
1-850-488-2221 Calling outside FL  
Fax 1-850-410-3804

All documents and attachments submitted with this statement are subject to public review pursuant to Chapter 119, F.S. Filing Applications will not be considered complete until all required information and documents are received and reviewed by the Department of Agriculture and Consumer Services. It is recommended that you submit your application and appropriate documents as soon as possible so that we may assist you in resolving potential problems. Florida law requires that you file your game promotion with this office at least seven (7) days prior to its commencement. PLEASE TYPE OR PRINT.

**Operator Information**

Name of Promotion:

---

Full Legal Name of Operator/Sponsor:

---

Federal Employer ID Number: [s.119.092, F.S.]

---

Address of Operator:

---

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Name of Operator's Contact: \_\_\_\_\_ Title of Operator's Contact: \_\_\_\_\_

Address of Operator's Contact:

---

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Promotion Dates:  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Beginning \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Ending  
Month Day Year Month Day Year  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Drawing \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year Month Day Year *Anticipated Date for Final Determination of Winners*

**Every operator of a game promotion with the total announced value of the prizes offered is greater than \$5,000 shall establish a trust account, obtain a surety bond, or submit a waiver. Please provide information below for the document submitted. Complete and submit the appropriate form. See attachments.**

Org. Code: 42100611000-A2	\$100.00
Object Code: 001119	

Please select One:

- Surety Bond      Number: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Trust Account      Number: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Request for Waiver of Surety Bond or Trust Account

As required by s. 849.094, F.S., please provide the number and description of all prizes included in the Game Promotion:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Entry Forms to be Made Available: \_\_\_\_\_ Combined Value of Prizes Offered: \$ \_\_\_\_\_

Geographic Area Covered:

\_\_\_\_\_

**PROVIDE INFORMATION BELOW IF FILING APPLICATION WILL BE SUBMITTED BY SOMEONE OTHER THAN THE OPERATOR.**

Full Name of Company (Promoter/Administrator) Submitting Forms:

\_\_\_\_\_

Federal Employer ID Number: [s.119.092, F.S.]

\_\_\_\_\_

Relationship to Operator:

\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Title of Contact Person: \_\_\_\_\_

Address of Contact: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

I hereby certify that to the best of my knowledge this application is true and correct.

\_\_\_\_\_  
Signature of Operator or Operator's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



CHARLES H. BRONSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services

**STATEMENT OF TRUST ACCOUNT**  
s.849.094(4), F.S.

Date: \_\_\_\_\_  
Month / Day / Year

This certificate evidences that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a trust account,

number \_\_\_\_\_ was opened by \_\_\_\_\_  
Full Legal Name of Operator

at this bank, \_\_\_\_\_  
Name of Financial Institution

located at \_\_\_\_\_  
Address of Financial Institution (Street - City - State - Zip Code) Phone # Including Area Code

for the Game Promotion entitled \_\_\_\_\_

commencing \_\_\_\_\_  
Month / Day / Year

This certificate evidences an account balance in the amount of \$\_\_\_\_\_. Pursuant to s. 849.094, F.S., funds cannot be withdrawn from this account without the written authorization of the Department of Agriculture and Consumer Services.

Any false statement made on this form is a misdemeanor of the second degree and is punishable as provided in ss. 775.082 and 775.083, F.S.

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Signature of Financial Institution Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signing Official





CHARLES H. BRONSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services

**AFFIDAVIT OF REQUEST FOR WAIVER  
OF TRUST ACCOUNT OR SURETY BOND**  
s.849.094(4)(b), F.S.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
*Name of Operator's Representative*

who being duly sworn, deposes and says : I am an officer of principal, to wit: the \_\_\_\_\_,  
*Title*

of \_\_\_\_\_,  
*Full Legal Name of Operator*

To the best of my knowledge, the said operator has conducted game promotions in the State of Florida for not less than five (5) consecutive years, and has not had any civil, criminal or administrative action instituted against said operator by the State of Florida or any agency of the State for any violation of s. 849.094, F.S., within said five-year period.

FURTHER AFFIANT SAYETH NOT.

Waiver of the filing provisions of s. 849.094(4)(b), F.S., is hereby requested for the game promotion entitled:

\_\_\_\_\_

which commences \_\_\_\_\_ and ends \_\_\_\_\_,  
*Month / Day / Year Month / Day / Year*

\_\_\_\_\_  
*Signature of Operator's Representative*      \_\_\_\_\_  
*Print Name of Operator's Representative*

Representative's address: \_\_\_\_\_,  
*Street - City - State - Zip Code*

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_,  
*Name of Operator's Representative*

(SEAL)

\_\_\_\_\_  
*Notary Public Signature*

\_\_\_\_\_  
*Print, Type or Stamp Name of Notary*

Personally Known    Produced Identification    Type of Identification \_\_\_\_\_



CHARLES H. BRONSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services

**Winners List**

GP #: \_\_\_\_\_

Name of Promotion \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

*To be completed, signed, and submitted no later than 60 days after winners are finally determined.*

Winner's Name	Winner's Address	Prize Description	Prize \$ Value	Award Date

I \_\_\_\_\_, *Print Name* \_\_\_\_\_, *Title* \_\_\_\_\_, hereby certify that to the best of my knowledge the above information is

true and correct and I further certify that I am an authorized representative of \_\_\_\_\_,  
*Print Full Legal Name of Operator*

\_\_\_\_\_  
*Signature of Operator's Representative*

\_\_\_\_\_  
*Date Signed*

NYS DEPARTMENT OF STATE  
MISCELLANEOUS RECORDS UNIT  
41 STATE STREET  
ALBANY, NY 12231

**Games of Chance Registration**

(In connection with Sale of Commodities)

**PLEASE READ REVERSE CAREFULLY, BEFORE FILING THIS STATEMENT.**

Send this completed form and all necessary attachments to the above address along with a **nonrefundable \$100 filing fee**. Please make your check payable to NYS Department of State.

Attach: —Certificate of Deposit or prize monies in a trust account **OR** Surety Bond for total prize amount; and  
—Rules and Regulations pertaining to the promotion, advertising scheme or plan.

1. NAME AND ADDRESS OF PERSON, FIRM OR CORPORATION PROPOSING TO ENGAGE IN THE GAME, CONTEST OR PROMOTION

.....  
.....  
.....

2. GEOGRAPHIC AREA IN NEW YORK STATE COVERED BY PROMOTION  
(List by county, if not statewide)

3. DESCRIPTION OF GAME, CONTEST OR PROMOTION (if not provided  
by your rules and regulations)

4. TIME PERIOD COVERED BY CONTEST

BEGINNING: \_\_\_\_\_ ENDING: \_\_\_\_\_

5. NUMBER OF ENTRY BLANKS  
TO BE MADE AVAILABLE  
IN NEW YORK STATE

6. NUMBER OF PRIZE WINNING  
CHANCES INCLUDED IN PLAN  
IN NEW YORK STATE

7. RETAIL VALUE OF PRIZES  
TO BE MADE AVAILABLE  
IN NEW YORK STATE

8. PROPORTIONATE OPPORTUNITY OF WINNING PRIZES

Level of Prize	Proportionate Opportunity
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

9. NAME OF PERSON SUBMITTING FORM

RELATIONSHIP TO FIRM

ADDRESS \_\_\_\_\_

Signature **X**

Date \_\_\_\_\_

**REMINDER: Filing fee and specified documentation must accompany this registration statement.**

DOS-255 (Rev. 4/97)

**SECTION 369-e, GENERAL BUSINESS LAW — Use of games of chance in selling commodities**

1. Every person, firm or corporation proposing to engage in any game, contest or other promotion or advertising scheme or plan in connection with the promotion, advertising or sale of consumer products or services which offers the opportunity to receive gifts, prizes or gratuities, as determined by chance, without any consideration therefor, where the total announced value of the prizes offered is in excess of \$5,000 shall file with the Secretary of State, at least 30 days prior to the commencement of such game, contest or promotion upon a form that shall be provided, a statement setting forth: the minimum number of participating objects to be made available; the minimum number of prizewinning objects that will be included in such promotion or advertising scheme or plan; the proportionate opportunity of winning prizes; the minimum value of prizes to be made available; and the rules and regulations pertaining to such promotion or advertising scheme or plan, which shall include the period of time and the geographic area to be covered by the contest and such other information as the Secretary of State may, from time to time, require. The non-refundable filing fee of one hundred dollars shall accompany each such statement. Failure to file such statement shall be a Class B Misdemeanor.

2. Every person, firm or corporation engaging in any promotion or advertising game or contest of the type set forth in subdivision one of this section, shall cause to be posted in a conspicuous and prominent location in every retail establishment offering the opportunity to participate in such game or contest and published in all advertising copy used in connection therewith, a statement showing the minimum number and value of prizes available to be won over a stated period of time and stated geographic area, and the rules and regulations pertaining to such promotion or advertising scheme or plan. Failure to cause such posting and publication shall be a Class B Misdemeanor.

3. Every person, firm or corporation who manipulates or rigs any promotion or advertising scheme or plan of the type set forth in subdivision one of this section so that prize-winning objects are dispersed to predetermined individuals or retail establishments shall be guilty of a Class B Misdemeanor, provided, however, that this subdivision shall not prevent distribution of prize-winning objects of equal value to retail establishments in a uniform ratio to the number of participating objects distributed to those establishments.

4. Every person, firm or corporation engaging in any promotion or advertising game or contest of the type set forth in subdivision one of this section shall establish and maintain a special trust account in a branch of a national or state chartered banking institution with a balance sufficient to pay or purchase the total value of prizes offered. In lieu of establishing such trust account, said operator may furnish a bond, with sufficient sureties, in an amount equal to the total value of all prizes offered; such bond shall be in favor of the people of the State of New York. A copy of a certificate of deposit indicating the balance of said trust account or a copy of the surety bond shall be filed with the office of the Secretary

Secretary of State simultaneously with the filing of the statement required by subdivision one hereof. The monies so held in escrow or said surety bond shall at all times equal the total amount of prizes so offered. The monies may be withdrawn, from time to time, in order to pay, award or purchase prizes offered only upon certification to the Secretary of State of the names and addresses of the winners and the amount or value of the respective prizes.

5. Every person, firm or corporation engaging in any promotion or advertising scheme or plan of the type set forth in subdivision one of this section shall within 90 days following the completion of said promotion or advertising scheme or plan, file with the Secretary of State a listing of the name and address of each winner of every prize having a value of more than \$25, the description of the prize won by each such person, and the date when such prize was delivered to each such person, and shall maintain complete records of such promotion or advertising scheme or plan for a period of 6 months thereafter. Failure to file such listing with the Secretary of State or to maintain such records shall be a Class B Misdemeanor. A copy of such listing shall be furnished, without charge, to any person who requests the same from said promoter. Nothing herein shall prohibit a requirement that such request must be accompanied by a stamped, self-addressed envelope provided such requirement shall be included in and made a part of the rules and regulations filed pursuant to subdivision one of this section.

6. Every person, firm or corporation who prints, publishes or circulates literature or advertising material, used in connection with any promotion or advertising scheme or plan of the type set forth in subdivision one of this section, which is false, deceptive or misleading, shall be guilty of a Class B Misdemeanor.

7. Every person, firm or corporation who coerces a retail dealer to participate in any promotion or advertising scheme or plan of the type set forth in subdivision one of this section shall be guilty of a Class B Misdemeanor. Such coercion includes, but is not limited to, circumstances in which a course of business conduct extending over a period of one year or longer between a supplier and a dealer is materially changed, for no legitimate business reason, coincident with a failure or refusal of the dealer to participate in such games.

8. Whenever the Attorney General shall have reason to believe that any promotion or advertising scheme or plan of the type set forth in subdivision one of this section is being operated in violation of this section, he may bring an action in the Supreme Court, in the name and on behalf of the people of the State of New York to enjoin the continued operation of such promotion or advertising scheme or plan. An action for violation of this section may be instituted by the Attorney General in the name of the people of the State of New York, and in any such action, the Attorney General shall exercise all of the powers and perform all the duties, which the District Attorney would otherwise be authorized to exercise or to perform therein.

STATE OF NEW YORK • DEPARTMENT OF STATE

*Games of Chance Surety Bond*

BOND NUMBER
-------------

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
(Name of Corporation)  
 a corporation duly authorized and existing under the laws of the state of \_\_\_\_\_ and having its principal  
 place of business at \_\_\_\_\_, as principal,  
 and \_\_\_\_\_,  
(Name of Surety)

as surety are held firmly bound to the people of the State of New York in the sum of \$ \_\_\_\_\_,  
 pursuant to Section 369-e of the General Business Law; that the principal binds itself, its successors and assigns and the surety binds itself, its heirs,  
 executors and administrators and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has filed with the Secretary of State of the State of New York to engage in a game, contest, promotion, advertising  
 scheme or plan pursuant to Section 369-e of the General Business Law;

NOW, THEREFORE, if the principal performs and fulfills all of the undertakings and obligations as offered in such game, contest, promotion,  
 advertising scheme or plan as provided in Section 369-e of the General Business Law, then this obligation shall be null and void; otherwise, it shall  
 remain in full force and effect.

IN WITNESS WHEREOF, the principal and the surety have signed this instrument on the day and year indicated below.

Date: \_\_\_\_\_  
(Name of Principal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(Surety)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came the above named individual, to me known and  
 who, being duly sworn by me, did depose and say that (he)(she) resides at \_\_\_\_\_  
 \_\_\_\_\_; and that (he)(she) is the \_\_\_\_\_  
 of the corporation described in and that executed the foregoing instrument.

\_\_\_\_\_  
(Notary Public)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
 \_\_\_\_\_, residing at \_\_\_\_\_  
 \_\_\_\_\_, to me known and known to be the same person described in and that executed the foregoing instrument and  
 who acknowledged to me that (he)(she) executed the same.

\_\_\_\_\_  
(Notary Public)

NYS DEPARTMENT OF STATE  
 MISCELLANEOUS RECORDS BUREAU  
 41 STATE STREET  
 ALBANY, NY 12231-0001

ACCOUNT BALANCE	DATE
\$ _____	_____

*Certificate of Deposit*

This certificate evidences that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, trust account No. \_\_\_\_\_  
 was open at this bank, located at \_\_\_\_\_,  
 The name of the account is \_\_\_\_\_.

This certificate evidences a balance in the account as of this day in the amount shown above. Funds cannot be  
 withdrawn from this account without certification to the Secretary of State of the State of New York.

Bank \_\_\_\_\_

By \_\_\_\_\_

Cashier

Sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

Notary Public

**State of Rhode Island and Providence Plantations**

Office of the Secretary of State  
 Corporations Division  
 148 W. River Street  
 Providence, Rhode Island 02904-2615  
 (401) 222-3040

**GAMES OF CHANCE**

**Pursuant to Title 11, Chapter 50 of the Rhode Island General Laws, 1956, Reenactment of 1994**

NYS DEPARTMENT OF STATE  
 Miscellaneous Records Bureau  
 41 State Street  
 Albany, NY 12231

Certification of Winners - Commodity Games of Chance

I certify that the persons whose names are shown below and on attached sheets have been awarded prizes in the amount or value shown and on date shown. This contest is registered with the New York Secretary of State under Sponsor Name \_\_\_\_\_, Name of Game \_\_\_\_\_ and File No. \_\_\_\_\_

DATE \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_ FIRM \_\_\_\_\_

NAME OF WINNER	ADDRESS (STREET, CITY, STATE, ZIP)	DESCRIPTION OF PRIZE	AMOUNT OR VALUE	DATE PRIZE DELIVERED

**§ 11-50-1 Filing requirement.** - Any person, firm, or corporation proposing to engage in any game, contest, or other promotion or advertising scheme or plan whereby a retail establishment offers the opportunity to receive gifts, prizes, or gratuities, as determined by chance, in order to promote its retail business, where the total announced value of the prizes offered to the general public is in excess of five hundred dollars (\$500), shall file with the secretary of state upon a form that he or she shall provide, a statement setting forth: the minimum number of participating objects to be made available; the minimum number of prize winning objects that will be included in such promotion or advertising scheme or plan; the proportionate opportunity of winning prizes; the minimum value of prizes to be made available; and the rules and regulations pertaining to the promotion or advertising scheme or plan which shall include the period of time and the geographic area to be covered by the contest. There shall be a filing fee of one hundred and fifty dollars (\$150) when the statement is filed. Failure to file a statement shall be a misdemeanor.

**§ 11-50-2 Posting of available prizes – Rules and winners.** – Every person, firm or corporation engaging in any promotion or advertising game or contest of the type set forth in § 11-50-1 shall cause to be posted in a conspicuous and prominent location in every retail establishment offering the opportunity to participate in the game or contest the minimum number and value of prizes available to be won over a stated period of time and slated geographic area, and the rules and regulations pertaining to the promotion or advertising scheme or plan and the names and addresses of prize winners. Failure to cause this posting shall be a misdemeanor.

**§ 11-50-3 Records.** – Every person, firm, or corporation engaging in any promotion or advertising scheme or plan of the type set forth in § 11-50-1 shall maintain for six (6) months following the completion of the promotion or advertising scheme or plan adequate records to enable such person, firm, or corporation to report to the secretary of state, upon his or her request, the name and address of each winner of every prize having a value of more than twenty-five dollars (\$25.00), the description of the prize won by each person, and the date when the prize was delivered to each person. Failure to file such information with the secretary of state upon his or her request within six (6) months shall be a misdemeanor.

**§ 11-50-4 Manipulation of games.** – Every person, firm, or corporation who manipulates or rigs any promotion or advertising scheme or plan of the type set forth in § 11-50-1 so that gifts, prizes, or gratuities are dispersed to predetermined individuals or retail establishments shall be guilty of a misdemeanor, provided, that this section shall not prevent distribution of gifts, prizes, or gratuities of equal value to retail establishments.

**§ 11-50-5 Failure to distribute prizes.** - Every person, firm, or corporation who engages in any promotion or advertising scheme or plan of the type set forth in § 11-50-1 and who fails to distribute the offered gifts, prizes, or gratuities to designated winners shall be guilty of a misdemeanor.

**§ 11-50-6 Deceptive advertising practices.** – Every person, firm, or corporation who prints, publishes, or circulates literature or advertising material, used in connection with any promotion or advertising scheme or plan of the type set forth in § 11-50-1, which is false, deceptive, or misleading, shall be guilty of a misdemeanor.

**§ 11-50-7 Dealer Coercion.** – Every person, firm, or corporation who coerces a retail dealer to participate in any promotion or advertising scheme or plan of the type set forth in § 11-50-1 shall be guilty of a misdemeanor. Such coercion includes, but is not limited to, circumstances in which a course of business conduct extending over a period of one year or longer between a supplier and a dealer is materially changed for no legitimate business reason, coincident with a failure or refusal of the dealer to participate in an above-mentioned promotion or advertising scheme or plan.

**§ 11-50-8 Injunction.** – Whenever the attorney general has reason to believe that any promotion or advertising scheme or plan of the type set forth in § 11-50-1 is being operated in violation of this chapter, he or she may bring an action in the Superior Court, in the name and on behalf of the people of the state to enjoin the continued operation of such promotion or advertising scheme or plan.

*Section 11-50-1 of the General Laws, 1956, as amended, sets forth the filing requirements for this law. Pursuant to Section 11-50-8 of the General Laws, 1956, as amended, the Rhode Island Attorney General is responsible for the enforcement of this chapter. If you have any questions concerning whether you are required to file under this chapter, you should consult an attorney.*

Filing Fee: \$150.00

Registration No. \_\_\_\_\_



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
 Corporations Division  
 148 W. River Street  
 Providence, Rhode Island 02904-2615  
 (401) 222-3040

**STATEMENT WITH REFERENCE TO  
 GAMES OF CHANCE**

Name of Game of Chance *(Please Print)* \_\_\_\_\_

Pursuant to the provisions of Section 11-50-1 of the General Laws, 1956, as amended, the undersigned files the following statement of its proposal to engage in a game, contest, or other promotion or advertising scheme or plan whereby a retail establishment offers the opportunity to receive gifts, prizes, or gratuities, as determined by chance, in order to promote its retail business, where the total announced value of the prizes offered to the general public is in excess of five hundred dollars (\$500.00).

1. Name of person, firm or corporation filing this statement: \_\_\_\_\_
2. Address: \_\_\_\_\_  
 (street) (city or town) (state) (zip code)
3. Minimum number of participating objects to be made available: \_\_\_\_\_
4. Minimum number of prize-winning objects included in promotion or advertising scheme or plan: \_\_\_\_\_
5. Proportionate opportunity of winning prizes: \_\_\_\_\_
6. Minimum value of prizes to be made available: \_\_\_\_\_
7. Attach a copy of the rules and regulations pertaining to the promotion or advertising scheme or plan, including the period of time and geographic area to be covered by the contest.

The undersigned certifies that the information contained in this statement is true and accurate.

Name of person, firm or corporation filing this statement: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATE OF ARIZONA  
 OFFICE OF THE ATTORNEY GENERAL  
 SPECIAL INVESTIGATIONS SECTION**

**AMUSEMENT GAMBLING AND RAFFLE REGISTRATION FORM**

Before any person conducts an amusement gambling intellectual contest, or event, pursuant to Arizona Revised Statute § 13-3301., paragraph 1, subdivision (d), item (III), and Arizona Revised Statute § 13-3311, such person shall register with the Attorney General's Office, 1275 West Washington Street, Phoenix, Arizona 85007.

**Note: Notwithstanding this registration, under no circumstances may you represent to anyone, directly or indirectly, that the Arizona Attorney General or any subdivision of the State of Arizona has reviewed, authorized, or approved your proposed activity.**

Name: \_\_\_\_\_  
 (Last) (First) (Middle)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

& Phone: \_\_\_\_\_  
 (Street) (City) (State) (Zip) (Phone)

Date of Birth: \_\_\_\_\_

Organization: \_\_\_\_\_  
 (Name)

Org. Address  
 & Phone: \_\_\_\_\_  
 (Street) (City) (State) (Zip) (Phone)

(If P.O. Box, please give physical address also)

Type of Organization: \_\_\_\_\_

Name and Description of the Event: \_\_\_\_\_

\_\_\_\_\_

Duration of the event: \_\_\_\_\_

Date(s) prizes to be awarded: \_\_\_\_\_

Name and description of the prizes to be awarded: \_\_\_\_\_

\_\_\_\_\_

Purchase price of prizes to be awarded: \_\_\_\_\_

Minimum dollar amount of all prizes to be awarded: \$ \_\_\_\_\_

**AMUSEMENT GAMBLING AND RAFFLE REGISTRATION FORM**

Supply a copy of or set forth all rules governing the contest or event, including the rules applicable in case of a tie:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

The statutory agent or person authorized to accept service of process in Arizona for the person conducting the contest or event:

Name & Title: \_\_\_\_\_  
(Name) (Title)

Address: \_\_\_\_\_  
& Phone: \_\_\_\_\_ ( ) \_\_\_\_\_  
(Street) (City) (State) (Zip) (Phone)

If the event is a raffle:

1. Is the organization tax exempt pursuant to A.R.S. § 43-1201, paragraphs 1, 2, 4-7, 10, or 11? \_\_\_\_\_  
**If yes, please provide supporting documentation.**
2. Has the organization been in continuous existence in Arizona for at least the last 5 years? \_\_\_\_\_

**AMUSEMENT GAMBLING AND RAFFLE REGISTRATION FORM**

Within ten days following the award of all prizes in connection with an amusement gambling intellectual contest, or event, the person conducting the contest or event shall file with the Attorney General's Office the names and addresses of all persons who have won prizes in connection with the contest or event.

For each amusement gambling, intellectual contest, or event held, the person conducting the event shall file with the Attorney General's Office a sworn statement under oath that no increment has been added to the established purchase price for the product in connection with the gambling event.

I certify that the information provided herein is true and correct to the best of my knowledge.

\_\_\_\_\_  
Registrant Signature

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public Commission Expires: \_\_\_\_\_

**AMUSEMENT GAMBLING AND RAFFLE REGISTRATION FORM**

**WINNERS LIST FORM**

Within ten days following the award of all prizes in connection with an amusement gambling, intellectual contest, or event, the person conducting the contest or event shall file with the Attorney General's Office the names and addresses of all persons who have won prizes in connection with the contest or event.

Name of contest: \_\_\_\_\_ Date of contest: \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

For each amusement gambling, intellectual contest, or event held, the person conducting the event shall file with the Attorney General's Office a sworn statement under oath that no increment has been added to the established purchase price for the product in connection with the gambling event.

I certify that the information provided herein is true and correct to the best of my knowledge.

\_\_\_\_\_  
Registrant Signature

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public Commission Expires: \_\_\_\_\_