

AZ Milk Producers Jump Start Rules 2018-2019

1. No purchase necessary.
2. Promotion open to K-12 Schools located within 75 miles of Talking Stick Resort Arena. Employees, and immediate family members (spouse, parents, siblings, and children) of employees of Dairy Council of Arizona (“Sponsor and/or Administrator”), Suns Legacy Partners, L.L.C. (the “Phoenix Suns”), the National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, L.L.C., and each of their respective parents, subsidiaries, affiliates, directors, owners, employees, and agents are not eligible to participate.
3. To enter, visit www.arizonamilk.org or send the application/required documentation with your school’s name and school staff member’s contact information to Sponsor: Dairy Council of AZ – Jump Start, Attn: Terri Verason, 510 South 52nd Street, Suite 101, Tempe, AZ 85281. Entries must be postmarked no later than **November 16, 2018**. Limit one (1) entry per school. Winners will be chosen by Sponsor at Dairy Council of Arizona Headquarters and will be notified by Sponsor by phone after **December 3, 2018**. In the event the winner cannot be contacted within 48 hours of the selection, or the winner declines the prize, or is otherwise disqualified as provided for herein, an alternate winner will be drawn at random by Sponsor. Documentation must be submitted by **November 16, 2018** on the online form at www.arizonamilk.org or to Terri Verason at 510 South 52nd Street, Suite 101, Tempe, AZ 85281.
4. Participating schools will be required to submit breakfast participation numbers **October 1 – November 2, 2017**. These participation numbers will be compared to breakfast participation from **October 2 – November 3, 2017** (this pre-data will be based upon submitted claims for reimbursement using your Edit Check form). One (1) Jump Start School Winner will be chosen at the end of the Promotion based on submitted promotion requirements. The winning school will receive an assembly on **January 30, 2019**, time TBD with a Phoenix Suns player (to be determined and based on availability) and the Suns Gorilla.
5. Winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with the game, unless otherwise indicated. No substitution, cash equivalent or transfer of prize permitted, except in the Sponsor’s sole discretion.
6. Approximate retail value of prize is: \$3,500.
7. A list of winners can be obtained by writing to Sponsor: AZ Milk Producers- Terri Verason at 510 South 52nd Street, Suite 101, Tempe, AZ 85281.
8. By participating, entrant agrees to follow the Official Rules and hold harmless and indemnify Dairy Council of Arizona, Suns Legacy Partners, L.L.C. d/b/a the Phoenix Suns, the National Basketball Association and its Member Teams, NBA Properties, Inc, Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, LLC., the City of Phoenix and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents against any and all liability, personal injury, death, damages or causes of action (however named or described), with respect to or

arising out of either (i) entrant's participation; or (ii) the receipt or use of the prizes awarded in the promotion.

9. As a condition of participating in this promotion, **entrants agree to release and hold harmless the Dairy Council of Arizona, Suns Legacy Partners, L.L.C., the National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports and Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents and promotion agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in this promotion, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the promotion or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the promotion or acceptance, receipt, use, or misuse of any prize, or travel to any promotion-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. Entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and to waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Sweepstakes or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction or property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Neither the Phoenix Suns nor Sponsor is responsible if the subject prize(s) cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.** Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Each winner will be required to sign a Waiver and Release of Liability (which includes a parental consent form) in order to collect the prize or an alternate winner will be selected. Noncompliance with this or any requirement in the Official Rules will result in disqualification and forfeiture of prize(s) and the random selection of an alternate winner. Entrants (by participating) and winners (by accepting a prize) hereby: (a) release Suns Legacy Partners, L.L.C. d/b/a Phoenix Suns, the National Basketball Association and its Member Teams, NBA Properties, Inc, Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, LLC, the City of Phoenix, and their respective parent companies, affiliates, members, partners, subsidiaries, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, members, employees and agents, from any and all liability (including negligence) for property damages or personal injuries (including the consequences of such injuries, such as death) with respect to acceptance and possession of the prize and acknowledge that the parties listed above have neither made or in any manner are responsible for any warranty, representation or guarantee, express or implied.

11. Except where prohibited by law, by accepting any prize, each entrant and entrant's parent or legal guardian consents to Dairy Council of Arizona, Suns Legacy Partners, L.L.C., the National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports and Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and promotional purposes as may be determined by Sponsor.

12. Contest void where prohibited.