

The Royale One Year Anniversary Raffle Official Rules
(“Official Rules”)

RAFFLE TICKET PURCHASE REQUIRED TO BE ELIGIBLE

ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.
VOID WHERE PROHIBITED.

1. **Sponsor.** The Royale One Year Anniversary Raffle (“Raffle”) is sponsored by MSH INVESTMENTS, LLC, (dba The Royale) whose decisions regarding the selection of the raffle winners and all other aspects of the Raffle shall be final and binding in all respects. By purchasing raffle tickets, entrants agree to be bound by these Official Rules and the decisions of THE ROYALE. THE ROYALE reserves the right to disqualify persons abusing any aspect of this Raffle in its sole discretion. THE ROYALE reserves the right to modify these Official Rules in its sole discretion. THE ROYALE further reserves the right to cancel the Raffle due to occurrences beyond THE ROYALE’s control.
2. **Eligibility.** The Raffle is open to anyone 18 years or older at the time of entry and who has purchased raffle tickets. Each entrant must be a natural person. Anyone can purchase raffle tickets including employees of any Royale business or Royale Tenant.
3. **Raffle Tickets.** An entry consists solely and automatically as a result of purchasing a raffle ticket. Raffle Tickets are available via website or related sales site. A valid entry requires a correct and valid first name, last name, email address and telephone number. Failure to provide any of the required information may result in disqualification of the entry. Entrants can purchase an unlimited amount of raffle tickets. All entries become the sole property of THE ROYALE. NO ADDITIONAL PURCHASE NECESSARY.
4. **Duration of the Raffle.** The Raffle begins February 8, 2025. Tickets will be available for purchase from that date until 11:59 p.m. March 28, 2025 or when \$15,000 in raffle ticket revenue.
5. **Prizes and odds.** There is one “winner take all” in the Raffle. The BIG RAFFLE BASKET includes the following prizes: (each a “Prize” and together “the Big RAFFLE BASKET”). The winner receives:
 - (a) **TWO Southwest Airlines Tickets** – (25,000 Southwest Airline miles maximum per ticket) and winner must notify MSH Investments at least 6 weeks prior to proposed booking date for tickets as well as supply all traveler information at the time of notification (\$800 value)

- (b) **Rocco Designs (Architecture + Interior Design + Contemporary Art)** One 4-hour design consultation for one interior design or architectural project and \$1,500 towards a Rocco Menaguale original work of art (can be applied to a custom piece or existing). Must be redeemed by 12/31/25 (\$2,400 value)
- (c) **Royale Kitchen + Cocktails** - one year of Dinner for 2 – includes two entrees and two well cocktails (value \$52 every two weeks – does not include tax and gratuity) (26 redemptions every two weeks – must have Gift Card to redeem– “use it or lose it” biweekly (\$1,352 value) – NON-TRANSFERRABLE
- (d) **Scotty Kirby Photo + Design** - studio headshot session plus \$100 off an additional future session; Includes 1-look, 2 final retouched headshots; - must be redeemed within 30 days of raffle drawing on 3/2/25 (\$400 value)
- (e) **Earl Biss - 1986 Signed Trial Proof Lithograph Fine Art** – art by famous Native American Fine Artist Earl Biss - Very Rare - framed as is value based on current market research – art must be picked up at Royale Kitchen + Cocktails at earliest convenience (\$1200 value)
- (f) **Modern Mudworks by Robert Denning** - one piece of organic, modern handmade pottery vase (\$200 value)
- (g) **Cult Hair Salon and Spa** - One \$1500 gift card for services and product from head stylist Frankie Arzaga, One \$330 gift card from Head Esthetician Rhiannon Lenox, One \$100 gift card from Stylist Sierra Scott (\$1,930 value) – expires 12/31/25
- (h) **Stem Swag Florals & Gifts** - Free bouquets for a year (one per month) and three (3) Stem Swag DIY Class Registrations (DIY classes expire 12/31/25) (\$850 value) – NON TRANSFERRABLE
- (i) **Your Health and Wellness** - One IV treatment and \$250 towards botox services (\$350 value) – expires 2/8/26
- (j) **Window Coffee** – One (1) \$75 Gift Card (\$75 value)
- (k) **HEY KAT** - The Royale & Royale Kitchen + Cocktails Apparel (sizes as provided – no substitutions (\$250 value)
- (l) **Alphagraphics on University** - Travis Matthews Backpack & Polo (sizes and merchandise as provided - no substitutions (\$250 value)

6. **None of the Prizes are redeemable for cash. Substitutions are not permitted.** Odds of winning depend on the number of raffle tickets purchased.
7. **Prize draw.** The winner of the BIG Royale Raffle Basket prizes as well as Five Lucky Losers shall be determined by a random drawing on 3/2/25 at 3pm at Royale Kitchen + Cocktails.
8. **Winner notification.** The winners will be notified by email after the raffle drawing. Winners need not be present to win. MSH INVESTMENTS is also not responsible for winners' notifications that are lost, misdirected or for any other reason do not

reach their intended recipient, whether due to an incorrect email address or other cause.

9. **Winner requirements.** Each winner must comply with all terms and conditions set forth in these Official Rules, and winning is dependent upon fulfilling all such requirements. Each winner must respond to the email notification and claim their Prize on or before the date that is ten (10) calendar days after the date MSH INVESTMENTS transmits email notification to the winner. The winner of each Prize will be required to complete a form **W-9**, an **affidavit of eligibility** and a **liability and publicity release** within that same ten (10) day period. Failure of the winner to claim their Prize, failure complete the W-9, failure to sign and return the affidavit, and/or failure to sign and return the release within the time allowed may result in the winner's forfeiture of their interest in the Prize. If the winner is disqualified or otherwise forfeits his or her interest in the Prize, the Prize will be awarded to an alternate winner chosen by random draw.
10. **Identity of the winner.** The name of each of the winners may be obtained by sending a self-addressed, stamped envelope to MSH INVESTMENTS, PO BOX 36602, Phoenix, AZ 85067.
11. **Publicity and marketing consent.** Participation in the Raffle constitutes the entrant's consent to the publication by MSH INVESTMENTS of their name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation or further compensation. Participation in the Raffle further constitutes the entrant's consent to receipt of future marketing information from MSH INVESTMENTS (The Royale), Royale Kitchen + Cocktails or any of The Royale tenants via email or other medium.
12. **Taxes.** Each winner is solely responsible for reporting and payment of any taxes on their Prize and will be issued a form 1099, as required by law.
13. **Limitations of liability.** By entering the Raffle, the entrant agrees that (1) any and all disputes, claims and causes of action arising out of or in connection with the Raffle or the Prizes awarded shall be resolved individually without resort to any form of class action. The entrant waives his or her right to a jury trial for such disputes, claims and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorney's fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

- 14. Choice of law and severability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than Arizona. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 15. General release.** By entering the Raffle, entrants assume all risk associated with redemption and use of their Prize, and entrants further release MSH INVESTMENTS and its affiliated companies, members, managers, employees, representatives and agents and tenants from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Raffle or with the acceptance, possession, or use of the Prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).
- 16. Inquiries.** Inquiries regarding the Raffle may be made to MSH INVESTMENTS, PO BOX 36602, Phoenix, AZ 85067.