



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

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

7/21/2021

**DC LOTTERY  
40 DAYS OF BONUS\$  
OFFICIAL PROMOTION  
RULES**

**Promotional Period: July 22, 2021 through August 30, 2021**

**1. PROMOTION RULES.**

- A. These rules govern the Office of Lottery and Gaming’s (“DC Lottery”) **40 Days of Bonu\$e\$ Promotion** (“Promotion”).
- B. During the COVID-19 Public Emergency (Mayor’s Order 2020-46), declared on March 11, 2020, including any extension of the declared emergency (“COVID-19 Emergency”) modifications to these rules may be required. These changes may include, but are not limited to, the draw schedule, the prizes awarded and the cancellation of the Promotion.
- C. By entering the Promotion or by accepting a prize awarded through this Promotion, each Participant and Winner agrees to be bound by these rules.

**2. PROMOTIONAL PERIOD.** The Promotion entry dates will take place from Thursday, July 22, 2021 through Monday, August 30, 2021.

**3. ELIGIBILITY.** Participants must be eighteen (18) years of age or older to participate in the Promotion. Officers and employees of the DC Lottery and their relatives living in the same household, DC Lottery contractors and other persons who are otherwise disqualified, are not eligible. Participants must make a qualified purchase to enter the Promotion or to claim a prize in the Promotion. Entries must meet all eligibility requirements. Eligible Participants may enter and win multiple times, subject to the entry requirements.

**4. HOW TO ENTER.** During the course of the Promotion (7/22/21 – 8/30/21) (“Promotional Period”) Participants that make a qualified purchase will have the chance to receive a “bonus” on DC3, DC4, Race2Riches (“R2R”), and Keno (“Qualifying Ticket”).

**5. DRAWINGS AND PRIZES.** During the Promotional Period, there will be four (4) separate ten (10) day periods (“Phases”) where bonus prizes will be paid for winning Qualifying Tickets. Only winning Qualifying Ticket(s) are eligible for promotional bonuses. All existing maximum prize limits are applicable to this promotion.

**A. Phase 1** will feature the DC3 Bonus where any DC3 ticket that is purchased for any of the eligible drawings during the phase, will have their payouts increased by 20% if they are winners. The promotional period for **Phase 1** will be (Thursday, July 22, 2021 12:00:00PM through Saturday, July 3, 2021).

- B. Phase 2** will feature the Keno Doubler where Participants will have the chance to double their money on any bet type for Keno. The winning Participant receives the words “DC BONUS 2X” on their ticket and they get two times their winnings. The congratulatory “DC BONUS 2X” message will be generated on an Nth ticket basis. Keno Spin is applicable to this promotion. The top prizes for the 8, 9, and 10 Spot Games are each capped at a maximum top prize pool liability of \$1,000,000 per drawing. The promotional period for **Phase 2** will be (Sunday, August 1, 2021 through Tuesday, August 10, 2021).
- C. Phase 3** will feature the R2R Sprinkler where Participants will have the chance to double or triple their money on any bet type for R2R when they receive the words “DC BONUS 2X” or “DC BONUS 3X” on their ticket. Every Nth Keno ticket will have a congratulatory message. The top prize liability for each win level (WIN, SHOW, QUENELLA, and TRIFECTA) is capped at a maximum top prize pool liability of one million dollars (\$1,000,000) per drawing. The promotional period for **Phase 3** will be (Wednesday, August 11, 2021 through Friday, August 20, 2021).
- D. Phase 4** will feature the DC4 Bonus where any DC4 ticket that is purchased for any of the eligible drawings including advanced play tickets, will have their payouts increased by 20% if they are winners. The promotional period for **Phase 4** will be (Thursday, August 21, 2021 through Monday, August 30, 2021).
- 6. INDEMNITY AND RELEASE.** By entering the Promotion or by accepting a prize awarded through this Promotion, each Participant and winner agrees to release, indemnify and hold harmless the Government of the District of Columbia, the DC Lottery and their officers, employees, agents, representatives, co-promoters, advertising agencies and contractors (“Promotional Entities”) from liability for any claims arising out of, or related to this Promotion.
- 7. ACCEPTANCE AND RELEASE FORM.** Potential Winners must sign the DC Lottery’s Acceptance and Release Form. The Acceptance and Release Form confirms the Potential Winner’s compliance with these Official Promotion Rules and other requirements. In addition, by signing the Acceptance and Release form, Potential Winners authorize the DC Lottery and its representatives, without any further consideration, to use the Potential Winner’s likeness and name, along with the city, county, state of residence of the Potential Winner for advertising, reporting and promotion in any print, broadcast, electronic, internet, or other form or media whatsoever. Potential Winners also release the Promotion Entities and their representatives from liability of any kind and from claims arising out of this Promotion or prizes awarded.
- 8. PRIZES AND OTHER RESTRICTIONS.** Odds of winning any prize depend on the number of entries received. The DC Lottery and its representatives reserves the right to substitute prizes. A prize is not transferable once the winner has claimed. Winnings valued at more than \$600 will be reported to federal, state and District tax agencies.
- 9. LIMITATION OF LIABILITY.** All decisions regarding the Promotion including, without limitation, winner selection, disposition of a prize, payment of taxes, selection of

alternates, photograph suitability for public display, application and interpretation of the Official Promotion Rules, resolution of any dispute or Promotion eligibility shall rest solely with the Executive Director of the DC Lottery ("Executive Director") or the Executive Director's designee and shall not be subject to appeal. The Executive Director may change the date, time and location of the Promotion. The Promotion is subject to cancellation at any time. The Executive Director reserves the right to change and supersede any outlined procedures or rules to handle unforeseen circumstances. The Promotion Entities are not responsible or liable for entries or notifications and required documents that are not otherwise in compliance with these Official Promotion Rules, whether caused by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of Eligible Entries into the Promotion, or for failure to receive Eligible Entries due to transmission failures or technical failures of any kind and such noncompliant entries will be disqualified. By entering the Promotion, each Participant irrevocably agrees and acknowledges to be bound by the Official Promotion Rules and all applicable laws, and decisions of the DC Lottery; to forever and irrevocably waive all of his or her rights to claim ambiguity with respect to the Official Promotion Rules; and to forever and irrevocably release, indemnify, and hold harmless the Promotion Entities and their respective subsidiaries, affiliates, officers, directors, employees, agents, representatives, successors and assigns (collectively the "Releasees"), from any liability, (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise from, result from or are in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the Participant's Eligible Entry(s), participation or inability to participate in the Promotion, (b) the violation of any privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Promotion Rules or any Promotion promotional materials, (d) acceptance, attendance at, participation in, possession, defects in, use, misuse or inability to use the prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond the DC Lottery's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Promotion Entities' control, or as otherwise permitted in these Official Promotion Rules, (f) any interruptions in or postponement, cancellation, or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Promotion Entry (including, without limitation, the Entry Information or any parts thereof), (i) any system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider utilized by any of the Promotion Entities or by a Participant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-

related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Participant's (or third person's) computer and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other destroyed, incomplete, undeliverable or damaged Promotion Entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Promotion Entities, or any of their agents or employees, (n) any wrongful, negligent, or unauthorized act of omission on the part of a prize supplier or any of its agents, servants, employees or independent contractors, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) or any other cause, condition, or event whatsoever beyond the control of Promotion Entities or their parents, subsidiaries, and affiliated companies. Each Participant hereby acknowledges that the Promotion Entities have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact, or in law, relative to the prize or any component thereof. The DC Lottery nor any of its respective officers, directors or employees (collectively, the "Released Parties"), shall be responsible to entrants or to any other person for data entry errors resulting from or caused by the entering, keying or miss-keying of the required ticket information by entrants.

12. **GOVERNING LAW AND VENUE.** This Promotion shall be governed and construed in accordance with the laws and regulations of the District of Columbia. Venue shall be in an appropriate agency or court of jurisdiction located in the District of Columbia.