



Approved By:  _____

Date: 9/3/2021

**DC LOTTERY
POWERBALL NEW YEAR NEW MONEY iLOTTERY
2ND CHANCE CONTEST
OFFICIAL CONTEST RULES**

Promotional Period: September 5, 2021 through October 2, 2021

1. CONTEST RULES.

- A. These rules govern the Office of Lottery and Gaming’s (“DC Lottery”) **POWERBALL NEW YEAR NEW MONEY iLOTTERY Second Chance Contest** (“Contest”).
- B. This Contest is subject to the terms and conditions contained in the Powerball First Millionaire of the Year Promotional rules attached hereto as Attachment A. Attachment A is incorporated into and made a part of these rules for all purposes.
- C. During the COVID-19 Public Emergency declared on March 11, 2020 by Mayor’s Order 2020-45 (“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 or the cancellation of the Contest.
- D. By entering the Contest or by accepting a prize awarded through this Contest, each Contestant and Winner agrees to be bound by these rules.

2. PROMOTIONAL PERIOD. The Contest entry dates will take place from Sunday, September 5, 2021 through Saturday, October 2, 2021.

3. ELIGIBLE ENTRIES. Contestants must be eighteen (18) years of age or older to participate in the Contest. Officers and employees of the DC Lottery and their relatives living in the same household, DC Lottery contractors, officers and employs of DCP Rights, LLC (“Dick Clark Productions”), and other persons who are otherwise disqualified, are not eligible for entry into this Contest. Contestants must make a Qualified Purchase to enter the Contest and claim a prize. **Contestant’s iLottery Player Account must be Know Your Customer (“KYC”) verified to be eligible. Entries must meet all eligibility requirements.** Eligible Contestants may enter multiple times but may only win once.

4. HOW TO ENTER. Contestants must make an iLottery purchase of ten dollars (\$10.00) (“Qualified Purchase”) or more of DC Lottery Powerball tickets during the Promotional Period. Contestants will receive one (1) draw entry for every ten dollars (\$10 dollars) worth of iLottery DC Powerball tickets purchased. Contestants entries will be automatically entered into the Contest Drawing.

5. DRAWINGS AND PRIZES.

A. Drawing 1. Drawing 1 will be conducted by the DC Lottery and will occur on October 6, 2021. The Entry Start Date for Drawing 1 is September 5, 2021, beginning at 12:01 a.m., EDT. The Entry Deadline for Drawing 1 is October 2, 2021 at 11:59 p.m., EDT. There will be one (1) winner selected in Drawing 1. The winner of Drawing 1 will be a DC Lottery semifinalist to be entered into Multi-State Lottery Association (“MUSL”) drawing to select five (5) nationwide finalists. The finalists will have a chance to win the one million dollar (\$1,000,000) Grand Prize that will be awarded during *Dick Clark’s New Year’s Rockin’ Eve* program (“Program”) to be televised on ABC. Additionally, the winner in Drawing 1 will receive the following prizes:

- (i) Two thousand, two hundred and twenty two dollars (\$2,622) cash; and
- (ii) New Year’s party favors including streamers, balloons, glasses, hats, and champagne flutes (\$80 fair market value).

B. Drawing 2.

(i) Drawing 2 will occur on November 4, 2021. The one (1) prize winner selected in Drawing 1 will be included in the contestant pool for Drawing 2. The Drawing will be conducted by MUSL to select the five (5) finalists (“Finalists”) from the contestant pool from all 526 participating state semifinalists for a chance to win the one million dollar (\$1,000,000) Grand Prize that will be awarded during Program.

(ii) Additionally, each Finalists winner in Drawing 2 will receive a NYE@Home Prize package to include the following items:

- (a) Ten thousand dollars (\$10,000) cash;
- (b) Surf and turf dinner for eight (8) people from Omaha Steaks;
- (c) 15.5” laptop computer plus 20 mega-pixel digital camera, on-camera microphone,
- (d) 19” Ring light, laptop stand, and other accessories, including home set-up;
- (e) Gift certificate to Party City in the amount of five hundred dollars (\$500);
- (f) Five hundred dollars (\$500) premium beverage package from a retailer local;
- (g) Karaoke system; and

(h) Two (2) gift bags, each with a fair market value of at least two hundred fifty dollars (\$250).

(iii) The estimated prize value of each NYE@Home prize is \$20,000 (plus taxes). The DC Lottery will pay for taxes on the NYE@Home prize.

(iv) Finalists of the NYE@Home Prize (“Party Winners”) are not be obligated to host or have a New Year’s Eve party at their residence to participate in and remain eligible for the one million dollar (\$1,000,000) Grand Prize. Party Winners must agree to: (i) participate and appear on the Program via remote video transmission from their residence or another local location to be determined by Prize Provider in its sole discretion, subject to a background check and execution of an appearance release; or (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in place of Party Winner, subject to the proxy’s executing an appearance release and clearing a background check. In such event, Party Winners will still receive all elements of the Party Prize (unless the Party Winner elects to give them to his or her proxy) and shall remain eligible to win the one million dollar (\$1,000,000) Grand Prize Drawing.

C. **Drawing 3.** The Grand Prize Drawing will occur on January 1, 2022 and be conducted by MUSL after midnight during the live broadcast of the *Dick Clark’s New Year’s Rockin’ Eve* program. One (1) grand prize winner of one million dollars (\$1,000,000) will be selected from the pool of five (5) nationwide finalists selected in Drawing 2. The winner of the one million dollars (\$1,000,000) prize is responsible for the payment of all taxes and withholding associated with the prize.

6. **SELECTION OF POTENTIAL WINNERS AND ALTERNATE POTENTIAL WINNERS.** The first Eligible Entry drawn in Drawing 1 shall be the Potential Winner. Ten (10) additional Eligible Entries will be drawn as Alternate Potential Winners.

7. **PRIZE NOTIFICATION, ACCEPTIBLE FORMS OF IDENTIFICATION, PRIZE CLAIMS, AND FORFEITURE.**

A. **Potential Winners.** Official notification from the OLG to each Potential Winner will take place no later than seven (7) days after the end Contest by an OLG email sent to email address associated with the Contestant’s registered iLottery Player Account. Contestants are solely responsible for providing their correct email address and mailing address when registering for an iLottery Player Account. All iLottery Player accounts must be Know Your Customer (KYC) verified to be eligible to participate. The OLG’s DocuSign® email will include a Winner Notification Letter and a Winner Affidavit Form. The OLG’s email will include a Winner Notification Letter and Winner Affidavit form. **Potential Winners must claim their prize within fourteen (14) days from the date of the Winner Notification Letter to claim their prize.** Potential Winner must claim their prize

via the OLG's email responding and completing their Winner Affidavit Form and all required information and documentation. All required forms must be submitted when claiming the prize. Once winner's prize claim has been received and accepted by the OLG, the Lottery's gaming technology will credit the prize into the winning player's iLottery wallet when applicable. For non-cash prizes, the Winner will receive additional instructions sent from the OLG by e-mail on how to claim prize. Potential Winner that fail to claim their prize as instructed within the fourteen (14) day-time limit will be disqualified and replaced by an Alternate Potential Winner.

The DC Lottery Prize Center is closed to walk-in claims to contain the spread of the coronavirus (COVID-19). Appointments are required. If you wish to claim in person, please call 202-645-8000 to schedule an appointment. Claimants will not be allowed into the Prize Center unless they are wearing a mask or face covering.

If you are a Potential Winner and you have not received your winner notification email, please send an inquiry to Cariol Toliver at cariol.toliver@dc.gov with the subject line of "iLottery Powerball New Year New Money Contest."

- B. Potential Alternate Winners.** Official notification from the OLG to each Potential Winner will take place no later than seven (7) days after the end Contest by an OLG email sent to email address associated with the Contestant's registered iLottery Player Account. Contestants are solely responsible for providing their correct email address and mailing address when registering for an iLottery Player Account. All iLottery Player accounts must be Know Your Customer (KYC) verified to be eligible to participate. The OLG's DocuSign® email will include a Winner Notification Letter and a Winner Affidavit Form. The OLG's email will include a Winner Notification Letter and Winner Affidavit form. **Potential Winners must claim their prize within seven (7) days from the date of the Winner Notification Letter to claim their prize.** Potential Winner must claim their prize via the OLG's email responding and completing their Winner Affidavit Form and all required information and documentation. All required forms must be submitted when claiming the prize. Once winner's prize claim has been received and accepted by the OLG, the Lottery's gaming technology will credit the prize into the winning player's iLottery wallet when applicable. For non-cash prizes, the Winner will receive additional instructions sent from the OLG by e-mail on how to claim prize. Potential Alternates Winner that fail to claim their prize as instructed within the fourteen (14) day-time limit will be disqualified and replaced by an Alternate Potential Winner.

The DC Lottery Prize Center is closed to walk-in claims to contain the spread of the coronavirus (COVID-19). Appointments are required. If you wish to claim in person, please call 202-645-8000 to schedule an appointment. Claimants will not be allowed into the Prize Center unless they are wearing a mask or face covering.

If you are a Potential Winner and you have not received your winner notification

email, please send an inquiry to Cariol Toliver at cariol.toliver@dc.gov with the subject line of “iLottery Powerball New Year New Money Contest.”

- C. **Drawing Results.** Drawing results will be posted on www.dclottery.com within five (5) business days from the date of the Drawing.
- D. **Proxy.** If a Party Winner appoints a proxy, the proxy must sign an appearance release and clear the background check in order to participate in the broadcast of the Program. In the event that a Party Winner’s designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow the Party Winner to appoint another proxy to appear in the Program in Party Winner’s place (subject to background clearance and Prize Provider deadlines); or (ii) to appoint another proxy (selected by Prize Provider) to appear in the Program in Party Winner’s place.

A proxy may be appointed to accept the one million dollar (\$1,000,000) Grand Prize on the Winner’s behalf at the time of the Drawing; however, the Winner will still receive the one million dollar (\$1,000,000) Grand Prize (less any tax withholdings and any other setoff, if applicable) if proxy is used.

- E. **Avoidance of Doubt.** Winners’ eligibility to participate in the Drawing for the one million dollar (\$1,000,000) Grand Prize is not affected by Winners’ failure to sign an appearance release and/or to consent to a background check and/or by any information obtained pursuant to a background check, but those failures may affect the nature of their appearance and/or degree of participation in the Program. While Winner’s eligibility to participate in the Drawing for the \$1 Million Prize is an element of the Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is not an element of the Prize and is determined by Prize Provider in its sole discretion. Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for a Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Winners’ eligibility for the one million dollar (\$1,000,000) Grand Prize.

- 8. **INDEMNITY AND RELEASE.** By entering the Contest or by accepting a prize awarded through this Contest, each entrant and winner agrees to release, indemnify and hold harmless the District, the DC Lottery and their officers, employees, agents, representatives, co-promoters, advertising agencies and contractors, and Dick Clark Productions (“Contest Entities”) from liability for any claims arising out of, or related to this Contest.

- 9. **ACCEPTANCE AND RELEASE FORM.** Potential Winners and Alternate Potential Winners must sign the DC Lottery’s Acceptance and Release Form. The Acceptance and Release Form confirms the Potential Winner’s and Alternate Potential Winner’s compliance with these Official Contest Rules and other requirements. In addition, by signing the Acceptance and Release form, Potential Winners and Alternate Potential Winners authorize the DC Lottery and its representatives, Dick Clark Productions, American Broadcasting Companies, Inc. (ABC) and their respective parent, subsidiary,

and/or affiliate entities without any further consideration, to use the Potential Winner's or Alternate Potential Winner's likeness and name, along with the city, county, state of residence of the Potential Winner or Alternate Potential Winner for advertising, reporting and promotion in any print, broadcast, electronic, internet, or other form or media whatsoever. Potential Winners and Alternate Potential Winners also release the Contest Entities and their representatives from liability of any kind and from claims arising out of this Contest or prizes awarded.

10. PRIZES AND OTHER RESTRICTIONS. Odds of winning any prize depend on the number of entries received. The DC Lottery and its representatives, Dick Clark Productions 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.

11. MISCELLANEOUS.

A. Only the Finalists winners are eligible to win the one million dollar (\$1,000,000) Grand Prize. The Winners' guests or proxies are not eligible to win the one million dollar (\$1,000,000) Grand Prize.

B. Upon submitting an entry, the Contestant(s) agree that they are subject to certain restrictions required by Dick Clark Productions and/or Network, including, without limitation, Winner and Winner's guest signing an appearance release and clearing a background check to establish their eligibility which will be determined and managed by the Producer and/or Network at their sole discretion.

C. At the discretion of the DC Lottery and Dick Clark Productions, a proxy may be appointed to represent the Winner.

12. LIMITATION OF LIABILITY. All decisions regarding the Contest 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 Contest Rules, resolution of any dispute or Contest 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 Drawings. This Contest 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 Contest Entities are not responsible or liable for entries or notifications and required documents that are not otherwise in compliance with these Official Contest Rules, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Eligible Entries into the Contest, 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 Contest, each Contestant irrevocably agrees and acknowledges to be bound by the Official Contest 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 Contest Rules; and to forever and irrevocably

release, indemnify, and hold harmless the Contest 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 Contest, including but not limited to any Contest-related activity or element thereof, and the Contestant's Eligible Entry(s), participation or inability to participate in the Contest, (b) the violation of any privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Contest Rules or any Contest 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 Contest Entities' control, or as otherwise permitted in these Official Contest Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Contest 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 Contest Entities or by a Contestant, (j) interruption or inability to access the Contest, the Website or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Contestant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other destroyed, incomplete, undeliverable or damaged Contest Entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest 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 Contest Entities or their parents, subsidiaries, and affiliated companies. Each Contestant hereby acknowledges that the Contest 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.

13. **GOVERNING LAW AND VENUE.** This Contest 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.
14. **ENTRIES TO REMAIN THE PROPERTY OF THE DC LOTTERY.** All entries shall remain the property of DC Lottery and may be destroyed. No entries will be returned to Contestants.