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Approved By: \_\_\_\_\_  
Date: 10/7/2021

**DC LOTTERY  
e-INSTANT WASHINGTON FOOTBALL TEAM  
2nd CHANCE CONTEST  
FIRST AMENDMENT  
OFFICIAL CONTEST RULES**

**Promotional Period: September 16, 2021 through January 31, 2022**

**1. CONTEST RULES.**

- A. These rules govern the Office of Lottery and Gaming’s (“DC Lottery”) e-Instant Washington Football Team 2<sup>nd</sup> Chance Contest (“Contest”).
- B. These rules have been amended to change the Entry Submission Deadline.
- C. During the COVID-19 Public Emergency (declared in Mayor’s Order 2020-45, on March 11, 2020 (“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 Contest.
- C. By entering the Contest or by accepting a prize awarded through this Contest, each contestant and winner agrees to be bound by these rules. NFL Entities and the Washington Football Team (“WFT”) are not sponsors of this Contest and are in no way responsible for administering this Contest.

**2. PROMOTIONAL PERIOD.** The Contest entry dates are from Thursday, September 16, 2021 through Monday, January 31, 2022.

**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, 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 for the Contest. Entries must meet all eligibility requirements.

**4. HOW TO ENTER.** Contestants must make certain purchase(s) of e-Instant WFT tickets during the Promotional Period to receive an entry. There are two different minimum purchases requirements to receive an entry into the Contest:

- A.** To be entered into Drawings one (1) through three (3) or five (5) through eight (8), Contestants must make a minimum twenty-five cent (\$0.25) purchase of e-Instant WFT tickets. (“Qualified Purchase A”).
- B.** To be entered into Drawings four (4), nine (9) or ten (10), Contestants must make a minimum twenty-five dollar (\$25) purchase of e-Instant WFT tickets (“Qualified Purchase B”). Every purchase of twenty-five dollars (\$25) equates to one entry into the Contest.
- C.** All e-Instant Washington Football Team tickets must be purchased during the Promotional Period. Contestants will receive one (1) draw entry for their Qualified Purchases A or Qualified Purchases B.
- D.** Contestants entries from Qualified Purchases A and B will be automatically entered into the Contest Drawings.

- 5. DRAWINGS AND PRIZES.** There will be ten (10) Drawings in this Contest. The Drawing Schedule for this Contest is as follows:

<b>Drawing Number</b>	<b>Entry Submission Start Date 12:00 AM</b>	<b>Entry Submission Deadline 12:00 AM</b>	<b>Drawing Date</b>	<b>Number of Winners</b>	<b>Prizes</b>
1	9/16/21	10/1/21	10/5/21	Five (5)	\$250 Cash
2	10/1/21	10/16/21	10/19/21	Five (5)	\$250 Cash
3	10/16/21	11/1/21	11/9/21	Five (5)	\$250 Cash
4	9/16/21	11/1/21	11/9/21	Two (2)	WFT Game Day VIP Experience <sup>(1)*</sup>
5	11/1/21	11/16/21	11/23/21	Five (5)	\$250 Cash
6	11/16/21	12/1/21	12/8/21	Five (5)	\$250 Cash
7	12/1/21	12/16/21	12/21/21	Five (5)	\$250 Cash
8	12/16/21	1/1/22	1/4/22	Five (5)	\$250 Cash
9	11/1/21	1/1/22	1/4/22	Two (2)	WFT Playoff Game Day Party Pack <sup>(2)</sup>
Grand Prize 10	9/16/21	2/1/22	2/8/22	One (1)	\$5,600 Cash <sup>(3)</sup>

<sup>(1)</sup> **WFT Game Day VIP Experience.** The Prize Package includes five (5) suite tickets and two (2) parking passes the approximate retail value (ARV: \$5,750), a Pre-Game Hospitality Package that includes five (5) passes to the Merrill Lynch Touchdown Club, access to a three (3) hour pre-game hospitality area that includes food, beverages, and entertainment. The ARV of the prize package is \$5,750 (less applicable taxes and withholdings). The following COVID safety protocols will be in place during the Game Day VIP Experience:

- Hand sanitizer and masks available to guests in-suite;
- Suite capacity is 24 guests, however, a maximum of ten (10) guests per suite will be enforced to ensure adequate space for guests to spread out to social distance;
- Separate food stations will be available within the suites to avoid crowding; and
- The accessibility to open the front windows of the suite box to allow air to circulate

\*The prize winner may receive an alternate prize in lieu of the Game Day VIP Experience. The alternate prize package includes a WFT signed football, a WFT signed jersey, one (1) five hundred dollar (\$500) team store gift card and a \$1,000 cash prize provided by DC Lottery. The ARV prize package value is approximately \$5,750.00 (less applicable taxes and withholdings). The awarding of an alternate prize is at the sole discretion of the DC Lottery.

<sup>(2)</sup> **WFT Playoff Party Pack.** The Prize Package includes one (1) package of WFT party decorations (ARV \$21.00); a WFT baseball cap (ARV \$24.99); one (1) WFT sweatshirt (ARV: \$59.99); one (1) WFT t-shirt (ARV: \$29.99); five (5) WFT face masks (ARV: \$99.95); and a \$2,000 cash prize provided by DC Lottery. The ARV prize package value is approximately \$2,235.92 (less applicable taxes and withholdings). The \$2,000 in real money will be added to the winners iLottery accounts within 48 hours after completion of the required claim documents and has no withdrawal restrictions.

<sup>(3)</sup> **Grand Prize :\$5,600 Cash.** The \$5,600 Grand Prize Winner must claim their prize at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington, DC 20020. (Grand Prize is subject to taxes and withholdings.)

## 6. POTENTIAL WINNER AND ALTERNATE POTENTIAL WINNERS.

- A. The first Eligible Entry drawn in Drawings Numbers 1,2,3,5,6,7 and 8 shall be the Potential Winner of that Drawing's prize. An additional five (15) Eligible Entries will be drawn as Alternate Potential Winners.
- B. The first Eligible Entry drawn in Drawings Numbers 4, 9 and 10 shall be the Potential Winner of the Drawing's prize. An additional five (5) Eligible Entries will be drawn as Alternate Potential Winners.
- C. If the prize is not claimed by the Potential Winner or Alternate Potential Winner by the stated deadlines, the prize will be forfeited. Alternate prize receipt is determined by failure of the Potential Winner to claim their prize and the order in which the Alternate Potential Winners are drawn.

## 7. PRIZE NOTIFICATION, CLAIMS, AND FORFEITURE.

- A. **Potential Winners.** Official notification from the DC Lottery to each Potential Winner will take place no later than seven (7) days after the end Contest by a DC Lottery 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 DC Lottery's DocuSign email will include a Winner Notification Letter and a Winner Affidavit Form. **Potential Winners must claim their prize within fifteen (15) days from the date of the Winner Notification Letter in order to claim their prize.** Potential Winner must claim their prize via the DC Lottery's emailed instructions, responding and completing their Winner Affidavit Form and all required information and documentation. All required forms must be submitted when claiming the prize. Except for the Grand Prize, all cash prizes, will be credited to the Winner's iLottery wallet after the Winner's prize claim has been received and verified by the DC Lottery. For the Grand Prize, the Winner will receive an email and tracked U.S. Certified Mail from the DC Lottery with additional instructions on how to claim prize in person at the DC Lottery Prize Center. For non-cash prizes, the Winner will receive an email from the DC Lottery with additional instructions on how to claim prize. Potential Winners that fail to claim their prize as instructed within the fifteen (15) day-time limit will be disqualified and replaced by an Alternate Potential Winner.

**The DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington, D.C. 20020 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](mailto:cariol.toliver@dc.gov) with the subject line of "e-Instant Washington Football Team 2<sup>nd</sup> Chance Contest."

- B. Potential Alternate Winners.** Official notification from the DC Lottery to each Potential Alternate Winner, if any, will take place by a DC Lottery 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 DC Lottery's email will include a Winner Notification Letter and Winner Affidavit form. **Potential Alternate Winners must claim their prize within seven (7) days from the date of the Winner Notification Letter in order to claim their prize.** Potential Alternate Winner must claim their prize via the DC Lottery's emailed instructions responding and completing their Winner Affidavit Form and all required information and documentation. All required forms must be submitted when claiming the prize. Except for the Grand Prize, all cash prizes, will be credited to the Winner's iLottery wallet after the Winner's prize claim has been received and verified by the DC Lottery. For the Grand Prize, the Winner will receive an email and tracked U.S. Certified Mail from the DC Lottery with additional instructions on how to claim prize in person at the DC Lottery Prize Center. For non-cash prizes, the Winner will receive an email from the DC Lottery with additional instructions on how to claim prize. Potential Alternates Winners

that fail to claim their prize as instructed within the seven (7) day-time limit will be disqualified and replaced by an Alternate Potential Winner.

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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](mailto:cariol.toliver@dc.gov) with the subject line of “e-Instant Washington Football Team 2<sup>nd</sup> Chance Contest.”

- C. Drawing Results.** Drawing results will be posted on [www.dclottery.com](http://www.dclottery.com) within five (5) business days from the date of the Drawing.
- 8. INDEMNITY AND RELEASE.** By entering the Contest or by accepting a prize awarded through this Contest, each Contestant 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 (“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, 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 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. LIMITATION OF LIABILITY.**
- A.** 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 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.

**B.** Neither the DC Lottery, NFL Entities nor any of their respective officers, directors or employees (collectively, the "Released Parties"), shall be responsible to Contestants 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. The "NFL Entities" shall mean the Office of the Commissioner of NFL ("OCNFL"), its Bureaus, Committees, Subcommittees and Councils, NFL Advanced Media, L.P., The NFL Network, the National Football League Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the OCNFL, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

**12. 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.

**13. 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.