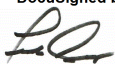




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 Date: 12/20/2021

**DC LOTTERY
 40TH ANNIVERSARY
 2nd CHANCE CONTEST
 OFFICIAL CONTEST RULES**

Promotional Period: January 5, 2022 through December 31, 2022

1. **CONTEST RULES.** These rules govern the Office of Lottery and Gaming's ("DC Lottery") **40TH ANNIVERSARY 2nd Chance Contest** ("Contest"). 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 is scheduled to begin on January 5, 2022 at 12:00 am EST and end on December 31, 2022 at 11:59 pm EST.
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, vendors, and other persons who are otherwise disqualified, are not eligible for entry into this Contest. Tickets that have been discarded by the original purchaser are not eligible for entry into this Contest. iLottery purchases are not eligible for the Contest. Each entry must be completed on www.dclottery.com or on the official DC Lottery Second Chance Drawing Website. Each entry must include all required Contestant information including, but not limited to, Contestant's name, address, email address, and phone number, as well as the required code from each non-winning eligible Instant "scratch" ticket. Entries received after the Entry Submission Deadline (defined below) will not be eligible for entry into the Contest. Contestants must make a qualified purchase in order to claim a prize. Entries must meet all eligibility requirements. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion (including, without limitation, at the DC Lottery's or any other entity's servers), are not eligible for entry into this Contest. Eligible Contestants may enter multiple times, subject to the entry requirements.

4. HOW TO ENTER.

Each eligible entry into the Contest requires purchase of all three non-winning 40th Anniversary themed lottery scratcher tickets: the One-dollar (\$1) 40th Anniversary Instant ticket, the Five-dollar (\$5) 40th Anniversary Ticket and the Ten-dollar (\$10) 40th Anniversary Instant ticket all together referred to as ("Qualifying Tickets"). Total purchase of all three Qualifying Tickets is \$16.00. Each Qualifying Tickets will bear a ten (10) digit code located at the bottom of the purchased Instant Ticket. All three purchased \$40th

Anniversary tickets must be purchased and codes entered in the Contest website during the Promotional Period (1/5/2022 – 12/31/2022) to be a valid entry.

Contestants enter the Contest by going to www.dclottery.com or the official DC Lottery Second Chance Drawing Website (secondchance.dclottery.com) and entering all required Contestant information, including the required codes from all Qualifying Tickets. All entries must be received by the DC Lottery before the Entry Submission Deadline date and times as stated below. Contestants are not required to save their Qualifying Tickets once they are entered into the Contest.

5. **DRAWINGS AND PRIZES.** The entry submission start dates, entry submission deadlines, drawing dates, and prizes for the Contest are contained in the following chart:

Drawing Number	Entry Submission Start Date	Entry Submission Deadline	Drawing Date	Number of Prizes	Prizes
1	1/5/2022	1/31/2022	2/9/2022	1	\$2,000 Cash Prize
2	2/1/2022	2/28/2022	3/9/2022	1	\$4,000 Cash Prize
3	3/1/2022	3/31/2022	4/13/2022	1	\$6,000 Cash Prize
4	4/1/2022	4/30/2022	5/11/2022	1	\$8,000 Cash Prize
5	5/1/2021	5/31/2022	6/8/2022	1	\$10,000 Cash Prize
6	6/1/2022	6/30/2022	7/13/2022	1	\$12,000 Cash Prize
7	7/1/2022	7/31/2022	8/10/2022	1	\$14,000 Cash Prize
8	8/1/2022	8/31/2022	9/14/2022	1	\$16,000 Cash Prize
9	9/1/2022	9/30/2022	10/12/2022	1	\$18,000 Cash Prize
10	10/1/2022	10/31/2022	11/9/2022	1	\$20,000 Cash Prize
11	11/1/2022	11/30/2022	12/14/2022	1	\$22,000 Cash Prize
Grand Prize*	12/1/2022	12/31/2022	1/11/2023	1	\$26,000 Cash Prize

6. **POTENTIAL WINNERS AND ALTERNATE POTENTIAL WINNERS.** The first Eligible Entry in each Drawing is the Potential Winner of that Drawings prize. Five (5)

additional Eligible Entries will be drawn per Drawing as Alternate Potential Winners. Prizes not claimed by Potential Winners or Alternate Potential Winners will lapse and are forfeited. Alternate prize receipt is solely determined by 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 five (5) days after each Drawing by email sent to the email address provided by the Contestant when entering the Contest. The official Winner Notification Letter will also be sent and tracked by U.S. Certified Mail to the mailing address provided by the Contestant when entering the Contest. Contestants are solely responsible for providing their correct email address and mailing address when entering the Contest. The email and tracked U.S. Certified Mail will include a Winner Notification Letter. Potential Winners must claim their prize within thirty (30) days from the date of the Winner Notification Letter at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington DC 20020. All required forms must be submitted when claiming the prize. Potential Winners that fail to claim their prize as instructed within the thirty (30) daytime limit will be disqualified and replaced by an Alternate Potential Winner.

The DC Lottery Prize Center is open to walk-in claims, however, appointments are encouraged to contain the spread of the coronavirus (COVID-19). 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.

Winners may claim by:

Email: Please send all required documents to Gwen.Washington@dc.gov with the subject line of "Second Chance Winner Claim Documents".

Mail: Please send all materials via trackable mail for validation and prize payment to the DC Lottery, c/o Prize Center, 2235 Shannon Place, SE, Washington, DC. 20020

B. Alternate Potential Winners. Alternate Potential Winners, if any, will be contacted by email sent to the email address provided by the Contestant when entering the Contest and sent a Winner Notification Letter by tracked U.S. Certified Mail to the mailing address provided by the Contestant when entering the Contest. Contestants are solely responsible for providing their correct email address and mailing address when entering the Contest. The email and tracked U.S. Certified Mail will include a Winner Notification Letter. Alternate Potential Winners must claim their prize within fifteen (15) days from the date of the Winner Notification Letter at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington DC 20020. Alternate Potential Winners that fail to claim their prize as instructed within the fifteen (15) daytime limit will be disqualified and replaced by an Alternate Potential Winner.

The DC Lottery Prize Center is open to walk-in claims, however, appointments are encouraged to contain the spread of the coronavirus (COVID-19). 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.

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C. **Winner Notification Letters and Acceptable Forms of ID.** Winner Notification Letters include a copy of these Official Contest Rules and information about how to claim the prize. The Prize Center will provide an Acceptance and Release Form that must be fully completed and signed in order to claim the prize. The name used when entering the Contest must match the name on the identification presented when claiming a prize. Potential Winners and Alternate Potential Winners must present two (2) forms of identification in order to claim a prize. Acceptable forms of identification include: (a) a valid state issued Driver's License, or valid state issued Non-Driver's License, or a valid U.S. Passport and (b) an original Social Security card. Prizes must be claimed in person at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington, DC 20020. Each prize winner must be at least eighteen (18) years of age or older in order to receive the prize. Failure to provide acceptable identification may result in a disqualification and forfeiture of the prize.

D. **Drawing Results.** Drawing results will be posted on 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.** 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.

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.