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 Date: 8/21/2022

**DC LOTTERY
 POWERBALL FIRST MILLIONAIRE OF THE YEAR
 2ND CHANCE CONTEST
 OFFICIAL CONTEST RULES**

Promotional Period: September 1, 2022, September 30, 2022

1. CONTEST RULES.

- A.** These rules govern the Office of Lottery and Gaming's ("DC Lottery") **FIRST MILLIONAIRE OF THE YEAR** ("Contest").
- B.** This Contest is subject to the **Powerball First Millionaire of the Year** Terms and Conditions attached hereto as Exhibit A. Exhibit A is incorporated into and made a part of these rules for all purposes.
- 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.

2. PROMOTIONAL PERIOD. The Contest entry dates will take place from Thursday, September 1, 2022 through Friday, September 30, 2022.

3. ELIGIBILITY. 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. Contestants must make a qualified purchase to enter the Contest or to claim a prize in the Contest. Entries must meet all eligibility requirements. Eligible Contestants may enter and win multiple times, subject to the entry requirements.

4. HOW TO ENTER. Contestants must make a purchase of \$2 dollars or more on a single DC Lottery Powerball ticket during the Promotional Period to receive a 2nd Chance Prize Code. The 2nd Chance Prize Code consists of a twenty (20) digit code located at the bottom of the purchased Powerball ticket. During the Promotional Period, Contestants can use the twenty (20) digit 2nd Chance Prize Code to enter the Contest. One (1) entry per Qualifying Ticket. 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 and the required twenty (20) digit code from the Qualifying Ticket. All entries must be received by the DC Lottery before the Entry Submission Deadline date and time listed in the chart below. Contestants are not required to save their Qualifying Ticket(s) once they are entered in the Contest.

5. DRAWINGS AND PRIZES. There will be two (2) drawings for this Contest.

- A. Drawing 1.** The DC Lottery will conduct one (1) Drawing on October 4, 2022 to determine the four (4) Contestants in the Powerball First Millionaire of the Year Contest. The Entry Submission Start Date for Drawing 1 is September 1, 2022, beginning at 12:01 a.m., EDT. The Entry Submission Deadline for Drawing 1 is

September 30, 2022 at 11:59 p.m., EDT. Each winner of Drawing 1 will be a DC Lottery semifinalist to be entered into Multi-State Lottery Association (“MUSL”) drawing among all MUSL semifinalist winners to select five (5) nationwide finalists for 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, each semifinalist winner in Drawing 1 will receive A New Year’s Rockin’ Eve VIP Experience (“Trip Prize”) Fair Market Value (FMV) of \$20,000 and the DC Lottery shall pay the taxes for the Trip Prize. One (1) prize package per winner. Each Trip Prize features A four-day, three-night trip for two (2) people to New York City, NY (“NYC”) from December 29, 2022, to January 1, 2023, and shall include the following prizes:

- Round-trip, coach-class airline transportation for two (2) people from major airport nearest winner’s city to New York, NY (if within 250 miles of NYC, ground transportation to be substituted) (\$2,400 FMV);
- Three (3) nights’ hotel accommodations at a first-class Times Square hotel selected by Producer or such other similar comparable hotel as Producer may determine in its sole discretion in NYC (double occupancy, room and tax only) (\$7,500 FMV);
- Two (2) tickets to a welcome dinner at a venue to be selected by Producer on December 29, 2022 (\$1,000 FMV);
- Two (2) tickets for an exclusive entertainment experience to be determined by Producer (e.g., Broadway show, holiday dinner cruise on the Hudson River, etc.) on December 30, 2022 (\$1,700 FMV);
- Two (2) tickets for an exclusive New Year’s Eve dinner and party with other winners of Second Chance Prizes on the Program Date (\$3,000 FMV);
- Two (2) gift bags, each with a retail value of at least Three Hundred Fifty Dollars each (\$350) (\$700 FMV);
- Meals (breakfast, lunch and dinner) while in NYC (\$600 FMV);
- Spending money in the amount of One Thousand Dollars (\$1,000) in the form of a pre-loaded gift card (\$1,000 FMV);
- Ground transportation to and from airports, hotel, and activities in NYC (\$800 FMV).

Prize Trip Winners will be required to submit a valid major credit card to the hotel to cover all expenses not specifically awarded as part of the Trip Prize. See Section 11E for more details.

Trip prize will be subject to Producer's Trip Prize Terms and Conditions which are attached hereto as Exhibit A and incorporated herein by this reference.

- B. Drawing 2.** The Grand Prize Drawing will occur on January 1, 2023 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 MUSL 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 four (4) Eligible Entries drawn in Drawing 1 shall be the Potential Winners. Ten (10) additional Eligible Entries will be drawn as Alternate Potential Winners.
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 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 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 fourteen (14) days from the date of the Winner Notification Letter. Winners may claim their prize at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington DC 20020, or by email or mail.** All required forms must be submitted when claiming the prize. Potential Winners that fail to claim their prize as instructed within the fourteen (14) 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.

- 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 seven (7) 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 seven (7) 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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*The DC Lottery is not responsible for lost, misdirected or undelivered mail or emails.

- 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 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 (“DCP Rights, LLC”), (“Producers”), and (“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, DCP Rights, LLC, Producers, 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. Prize Trip Winners who travel to NYC may have the opportunity to participate in the recording and production of segments of the First Powerball Millionaire Story, provided Trip Winners signs the appearance release for the national broadcast.
- 10. PRIZES AND OTHER RESTRICTIONS.** Odds of winning any prize depend on the number of entries received. The DC Lottery and its representatives, DCP Rights, LLC, Producers 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 Winner who does not elect to take the trip, elects to not take a guest, or whose guest, for any reason, does not actually take the trip, is still subject to year-end taxes that are due on the total value of the Trip Prize.

 - A.** Only the Winners are eligible to win the one million dollar (\$1,000,000.00) Grand Prize. The Winners’ guests or proxies are not eligible to win the one million dollar (\$1,000,000.00) Grand Prize.
 - B.** The Winner and Winner’s guest must travel on same itinerary. If the Winner is under the age of twenty-one (21), the Winner’s guest must be at least eighteen (18) or the age of majority in the Winner guest’s state of residence. If the Winner is twenty-one (21) or older, the Winner’s guest may be under the age of eighteen (18) but must be at least thirteen (13) years old (as of the first date of travel), and if the Winner’s guest is a minor, then the Winner must be the parent or legal guardian of the Winner’s guest.

- C.** Upon submitting an entry, the Contestant(s) agree that they are subject to certain restrictions required by DCP Rights, LLC 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.
- D.** All expenses involved with or related to the Trip Prize not specifically included in the description of the Trip Prize, including, without limitation, ground transportation, transfers, additional hotel amenities (i.e., spa services, internet access, phone calls, laundry services), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the responsibility of the Winner and Winner's guest.
- E.** As is standard in most U.S. hotels, the hotel requires a deposit at the time of check in to cover all expenses not specifically awarded as part of the Trip Prize. The deposit amount is approximately \$300 for the Trip Prize stay. This may be paid in the form of a credit card or bank card authorization or cash. Prize Trip Winners will be required to submit a valid major credit card to the hotel to cover all expenses not specifically awarded as part of the Trip Prize.
- F.** No compensation will be paid in lieu of any cancelled event or any other element of the Trip Prize.
- G.** At the discretion of the DC Lottery and DCP Rights, LLC, a proxy may be appointed to represent the Winner.
- H.** No prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted. Any unused elements of the Trip Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. Notwithstanding the foregoing:
- If a Winner misses their flight, reasonable efforts will be made to reschedule the flight at the Winner's expense.
 - If the flight is not able to be rescheduled in a reasonable time for the Winner's participation in the events, the Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the events.
 - Winner will still receive the gift card and spending money portion of the Trip Prize (less any tax withholdings and any other setoff, if applicable); and
 - Winner will remain eligible for the one million dollar (\$1,000,000.00) Grand Prize drawing, with proxy assigned.

- I. If a Winner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked, Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the events. The Winner will still receive the gift card and spending money portion of the Trip Prize (less any tax withholdings and any other setoff, if applicable); and the Winner will remain eligible for the one million dollar (\$1,000,000.00) Grand Prize drawing, with proxy assigned.
- J. A proxy may be appointed to accept the one million dollar (\$1,000,000.00) Grand Prize on the Winner's behalf at the time of the drawing; however, the Winner will still receive the one million dollar (\$1,000,000.00) Grand Prize (less any tax withholdings and any other setoff, if applicable).

- 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, epidemic, pandemic, 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.