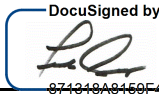




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**DC LOTTERY
POWERBALL FIRST MILLIONAIRE OF THE YEAR
2ND CHANCE CONTEST
THIRD AMENDMENT
OFFICIAL CONTEST RULES**

Promotional Period: August 1, 2023 through September 30, 2023

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 and Prize Description attached hereto as Attachments A and B. Attachments A and B are 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.
- D. These rules were amended to change the dates of Drawings 1 and 2.

2. PROMOTIONAL PERIOD. The Contest entry dates will take place from Tuesday, August 1, 2023 at 12:00 midnight through Saturday, September 30, 2023 at 11:59:59 P.M.

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 enter the Contest using one of the three entry methods listed in the How To Enter section to enter the Contest or to claim a prize in the Contest. Entries must meet all eligibility requirements. Eligible Contestants may enter and win once in each drawing.

4. HOW TO ENTER. There are two (2) different methods of entry for this Contest.

- A. **1st entry method** – At DC Lottery retail locations, Contestants must purchase a \$5 dollar or more Powerball ticket on a single ticket (“Qualifying Ticket”) during the Promotional Period in order 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. 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. Both winning and non-winning Powerball tickets purchased during the Promotional Period are eligible to be entered into the Contest. Contestants will receive one (1) entry for every eligible Powerball purchase. All entries must be received by the DC Lottery before the Entry Submission Deadline listed below.

- B.** *2nd entry method* – On the DC Lottery App or our DC iLottery website <http://dcilottery.com>, Contestants must purchase a \$5 dollar or more Powerball ticket on a single ticket (Qualifying Ticket) during the Promotional Period in order to be entered into the Powerball First Millionaire of the Year promotion. Both winning and non-winning Powerball tickets purchased during the Promotional Period are eligible to be entered into the Contest. Contestants will receive one (1) entry for every eligible Powerball purchase. The DC Lottery will enter the qualified Contestant’s entry into the Powerball First Millionaire of the Year promotion. All entries must be received by the DC Lottery before the Entry Submission Deadline listed below.
- C.** *Entry Submission Deadline:* Entries must be received between August 1, 2023 at 12:00 midnight (EDT) and September 30, 2023 at 11:59:59 P.M. (EDT).
- 5. DRAWINGS AND PRIZES.** There will be four (4) drawings for this Contest. The first two (2) drawings will be conducted by the DC Lottery to determine the five (5) semifinalists in the Contest. Drawings four (3) and (4), the semifinalist drawing, and the grand prize drawing will be conducted by MUSL.
- A.** **Drawing 1** - October 10, 2023 – The DC Lottery will conduct a drawing for three (3) retail contestants to be selected to win \$2,024 cash and to be a semifinalist in the Contest.
- B.** **Drawing 2** - October 12, 2023 - The DC Lottery will conduct a drawing for two (2) iLottery contestants to be selected to win \$2,024 cash and to be a semifinalist in the Contest.
- C.** **Drawing 3**- November 8, 2023 - MUSL will conduct a drawing among all participating lotteries’ semifinalists to determine the five (5) winners of the Trip Prize to New York to complete for the grand prize drawing.
- D.** **Drawing 4**- January 1, 2024 - MUSL will conduct the grand prize drawing to determine the winner of the grand prize in the Powerball First Millionaire of the Year Contest.
- E.** Each of the five (5) winners of Drawings 1, 2 will receive \$2024 cash and 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.

- F. The winners of Drawing 3 will be the five (5) finalist for the Contest. Each finalist winner in will receive A New Year's Rockin' Eve VIP Experience ("Trip Prize") Fair Market Value ("FMV") of approximately \$20,000. See Attachments A and B for information about the Trip Prize. One (1) prize package per winner.

Prize Trip Winners are responsible for payment of the full amount of any taxes due on the total value of the Trip Prize. 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 Attachments A and B for additional information and requirements.

- G. **Drawing 4.** The Grand Prize Drawing will occur on January 1, 2024 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 3. 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 five (5) Eligible Entries drawn in Drawing 1 and Drawing 2 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. If you wish to claim in person, please call 202-645-8000 to schedule an appointment.

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.

The DC Lottery is not responsible for lost, misdirected or undelivered mail or emails.

- 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. If you wish to claim in person, please call 202-645-8000 to schedule an appointment.

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.

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 Drawings.
- 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 Producers, and their respective representatives from liability of any kind and from claims arising out of this Contest or prizes awarded. Prize Trip Winners who travel to New York City 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, and DCP Rights, LLC, reserve 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, 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.

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.

Attachment A

POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2023-24)**TRIP PRIZE DESCRIPTION**

The Trip Prize consists of a four-day, three-night VIP trip for the winner (“Winner”) and one (1) guest to New York City, NY (“NYC”), from approximately December 29, 2023, to January 1, 2024, to participate in a drawing for a prize in the amount of One Million Dollars (\$1,000,000) (“\$1 Million Prize”) to be conducted shortly after midnight on January 1, 2024, during the live television broadcast of *Dick Clark’s New Year’s Rockin’ Eve* on ABC (“Program”). The Trip Prize shall include the following elements:

- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Winner’s city to NYC (if within 250 miles of NYC, rail or ground transportation to be substituted);
- Three (3) nights’ hotel accommodations at a Times Square hotel (selected by Prize Provider in its sole discretion) in NYC (double occupancy, room and tax only);
- Two (2) tickets to a welcome event and group dinner at a venue to be selected by Producer on December 29, 2023;
- Two (2) tickets for a private NYC excursion and entertainment experiences to be determined by Producer (e.g., Broadway show, holiday dinner cruise on the Hudson River, etc.) on December 30, 2023;
- Two (2) tickets for a VIP New Year’s Eve dinner and entertainment with other Trip Prize winners and their guests and a private *New Year’s Rockin’ Eve* experience;
- Two (2) gift bags, each with a retail value of at least Two Hundred Dollars (\$200);
- All meals while in NYC, including the Welcome Dinner on December 29, 2023, and the NYE dinner on December 31, 2023;
- Spending money in the amount of One Thousand Dollars (\$1,000); and
- Ground transportation to and from airports, hotel, and activities in NYC.

The approximate retail value of the Trip Prize is Twenty Thousand Dollars (\$20,000).

Winner shall not be required to travel to NYC to participate in the drawing for, and to remain eligible to win, the \$1 Million Prize. Winner may appoint a proxy to take the trip instead, subject to the Trip Prize Terms and Conditions, but Winner will still remain eligible to win the \$1 Million Prize.

- Winner (or their proxy) may also have the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program, provided that Winner completes and signs all required releases and forms and consents to a background check. If Winner appoints a proxy, the proxy must complete and sign all required releases and clear the background check in order to take the trip. In the event that Winner’s designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to take the trip (subject to background clearance and Prize Provider deadlines); or (ii) allow proxy to travel and to appoint a second proxy (selected by Prize Provider) to participate in the Program.

- For the avoidance of doubt, Winner's eligibility to participate in the trip and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to complete and sign all required release and forms 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 Trip Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is expressly NOT an element of the Trip 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 Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Winner's eligibility for the \$1 Million Prize.

Attachment B

TRIP PRIZE TERMS AND CONDITIONS

NOTE: TERMS OF ART USED BUT NOT SPECIFICALLY DEFINED IN THESE TERMS AND CONDITIONS [E.G., LOTTERY, WINNER, TRIP PRIZE, PRIZE PROVIDER, ETC.] MAY BE CHANGED TO BE CONSISTENT WITH EACH PARTICIPATING LOTTERY'S CUSTOMARY LANGUAGE IN ITS RULES/DISCLOSURES.

WINNER SELECTION AND TRIP PRIZE PARTICIPATION REQUIREMENTS. Participating Lotteries will determine their promotions, including eligibility of potential Winners of the Trip Prize.

GUESTS. Each Winner will be allowed (but is not required) to bring one (1) guest ("Guest") to experience all elements of the Trip Prize. Guest is not eligible to participate in the drawing for a prize in the amount of One Million Dollars (\$1,000,000) to be conducted shortly after midnight on January 1, 2024 as part of the Promotion ("\$1 Million Prize"). Winner and Guest must travel on the same itinerary.

AGE REQUIREMENTS. If Winner is under the age of twenty-one (21), Guest must be at least the age of majority in Guest's state of residence. If Winner is twenty-one (21) or older, 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 Guest is a minor in Winner's state, Winner must be the parent or legal guardian of Guest.

TRAVEL AND EVENT PARTICIPATION. Winner must travel on or about December 29, 2023, and January 1, 2024, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times selected by Prize Provider, the selected Winner may select a proxy by November 27, 2023. The proxy will participate on Winner's behalf, and the proxy will be provided with all elements of the Trip Prize. Failure to select a proxy by November 27, 2023 or failure of the Winner's selected proxy to satisfy all production requirements as set forth below will result in selection of a proxy by Prize Provider. In either circumstance, Winner will remain eligible for the \$1 Million Prize.

If Winner resides fewer than two hundred fifty (250) miles from New York City, NY, Prize Provider, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation.

No prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted, except those portions of the Trip Prize that may be used by a proxy designated by Winner. 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 Winner misses their flight for any reason, reasonable efforts will be used to reschedule the flight at Winner's expense. If the flight is not able to be rescheduled in a reasonable time for Winner's participation in any of the events or activities included in the Trip Prize (individually/collectively, "Event(s)"), (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Winner will still receive the One Thousand Dollars (\$1,000) of spending money portion of the Trip Prize and the two (2) Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Prize drawing.
- If Winner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked, (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Winner will still receive the One Thousand Dollars (\$1,000) of spending money portion of the Trip Prize and the two (2) Gift Bags (less any tax withholdings and any

outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Prize drawing

- If Winner fails to attend the Event at which the \$1 Million Prize drawing occurs, Winner will remain eligible for the \$1 Million Prize drawing.

In any of the foregoing events, a proxy may be appointed to accept the \$1 Million Prize on Winner's behalf at the time of the drawing; however, in such event, Winner will still receive the \$1 Million Prize (less any tax withholdings and outstanding debt setoff, if applicable).

Winners are responsible for payment of the full amount of any taxes due on the total value of the Trip Prize. Participating Lotteries may, but are not required to, increase the value of the cash prize in order to offset taxes due from Winner. Winners who do not elect to take a guest, or whose Guest, for any reason, does not actually take the trip, are still subject to the full amount of any taxes due on the total value of the Trip Prize.

Failure to respond and/or execute and return required releases, forms, and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment of any element of the Trip Prize may result in forfeiture of the Trip Prize or the applicable element thereof, as Prize Provider may determine in its sole discretion. If forfeited for any reason, Winner will not receive any other prize substitution or compensation of any kind, and Prize Provider may award the Trip Prize to an alternate recipient as it may determine in its sole discretion. If the Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Prize Provider restrictions, regulations, guidelines, or risk assessments, Prize Provider reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Prize Provider in its sole discretion.

ADDITIONAL COSTS AND EXPENSES. All other costs and expenses involved with or related to acceptance and/or participation in 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 sole responsibility of Winner and Guest. Winner 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. Travel and hotel accommodations are subject to availability.

EVENT AND ACTIVITY SCHEDULE. The date and location of any of the Events are subject to change. Prize Provider is not responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, and in such event, Prize Provider's only obligation is to award the other elements of the Trip Prize. No compensation will be paid in lieu of any cancelled Event or any other element of the Trip Prize.

TELEVISED PRODUCTION REQUIREMENTS. In order to participate in the Trip Prize, Winner must execute all releases and forms required by Prize Provider, including, without limitation, an Appearance and Liability Release, Background Investigation Consent Form, Emergency Medical Release, and Finalist Information Form, and agree to comply with all then-current federal, state, and/or local government and/or agency, network, or Prize Provider laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"). Winner may appoint a proxy (or have a proxy appointed) to participate in the Trip Prize and/or appear in the broadcast of the Program, subject to the proxy satisfying the Production Requirements. Winner must execute and return all required documentation within five (5) days of Winner's receipt (or such shorter period as Prize Provider's production exigencies may require).

Failure to respond and/or execute and return such documentation by the specified deadline(s) may result in forfeiture of the Trip Prize. If Winner elects to appoint a proxy, they must do on or before **November 27, 2023**.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to participate in the Trip Prize and/or participate in the broadcast of the Program. In the event that Winner's designated proxy does not satisfy the Production Requirements, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to participate in the Trip Prize and/or appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's (or proxy's) place.
- If Winner appoints a proxy (or has a proxy appointed), Winner will still remain eligible to win the \$1 Million Prize. Winner may only transfer the Trip Prize (excluding eligibility for the \$1 Million Prize drawing) in its entirety one (1) time to a proxy.
- Prize Provider reserves the right to appoint a proxy to appear and participate in the broadcast of the Program for Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Winner's eligibility for the \$1 Million Prize or receipt of the Trip Prize.

Guest must also execute all releases and forms required by Prize Provider and comply with all applicable federal, state, and local government and/or agency laws, rules, orders, and regulations as well as Prize Provider's rules, regulations, and/or safety guidelines.

Winner and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Winner acknowledges that if Winner and/or Guest behaves in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at any Event, Winner and/or Guest may be removed from the venue or denied entry (as determined by Prize Provider or its designee(s) in their sole and absolute discretion). By accepting any ticketed portion of the Trip Prize, Winner agrees to abide by any terms, conditions, and restrictions provided by the ticket. Lost, mutilated, or stolen tickets, vouchers, certificates, or pre-paid gift cards will not be replaced.

INELIGIBLE PARTICIPANTS. Notwithstanding anything to the contrary herein, officers, directors, members, managers, employees, and contractors of Dick Clark Productions, LLC, Multi-State Lottery Association, and American Broadcasting Companies, Inc. and each of their respective parent, subsidiary, and/or affiliated entities ("Promotion Parties") and members of the immediate family (e.g., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings and their respective spouses, regardless of where they reside) of any of the foregoing individuals are ineligible to participate in the Powerball First Millionaire of the Year promotion and/or win a Trip Prize and/or the \$1 Million Prize.

PROMOTION PARTIES ARE NOT RESPONSIBLE OR LIABLE, IN ANY WAY, FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ACCEPTANCE, FULFILLMENT, LOSS, USE, OR MISUSE OF THE TRIP PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1 MILLION PRIZE. PROMOTION PARTIES MAKE NO, AND ARE NOT RESPONSIBLE IN ANY MANNER FOR ANY, WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY ELEMENTS OF THE TRIP PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE TRIP PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.