Connecticut Lottery Corporation Powerball[®] New Year's Rockin' Eve 2nd Chance Consumer Promotion Official Drawing Rules

These Official Drawing Rules ("Rules") are issued in connection with the Powerball New Year's Rockin' Eve 2nd Chance Drawing ("NYRE Drawing") sponsored by the Connecticut Lottery Corporation ("CT Lottery") with drawing services provided by Scientific Games International ("SGI").

Participation in the NYRE Drawing constitutes a player's full and unconditional acceptance of and agreement to abide by these Rules and the decisions of the CT Lottery, including the CT Lottery's interpretation of these Rules and its exercise of discretion, which will be final and binding in all matters.

Drawing Overview

During the NYRE Drawing, ten (10) entrants of qualifying Powerball with Power Play tickets will be randomly selected from all entries to each win a trip for two (2) people to New York City to celebrate New Year's Eve in Times Square ("VIP Experience Prize"). VIP Experience Prizewinners will automatically be entered into one or more preliminary Multi-State Lottery Association ("MUSL") officiated drawings for a chance to win One Million Dollars (\$1,000,000) ("\$1 Million Prize") in MUSL's First Powerball Millionaire of the Year Drawing ("First Millionaire Drawing").

The CT Lottery's NYRE Drawing is different from MUSL's First Millionaire Drawing. The VIP Experience Prizes are separate from the \$1 Million Prize.

Part I. Promotion Period

Entry into the NYRE Drawing commences statewide August 18, 2019 at 5:00:00 AM and ends September 14, 2019 at 09:59:59 PM ("Promotion Period"). SGI will randomly select VIP Experience Prizewinners at a single drawing on September 26, 2019 ("Drawing Date") under the supervision of an independent auditor.

Part II. Who Can Enter

The NYRE Drawing is only open to players who purchase Qualifying Tickets from a Connecticut Lottery retailer terminal during the Promotion Period for a Powerball drawing that occurs during the Promotion Period. A "Qualifying Ticket" is a non-winning, 5 board, Powerball with Power Play ticket consisting of five (5) wagers of \$3.00 each for a total \$15.00 purchase on the **same ticket**. Winning Powerball game tickets are not eligible to participate in the NYRE Drawing. By submitting an entry into the NYRE Drawing, an entrant disclaims any potential entitlement to a VIP Experience Prize in the event the entry he or she submitted was a winning Powerball game ticket.

Part III. Drawing Entry

- A. NYRE Drawing entries will only be accepted by USPS First-Class mail. No other method of entry will be accepted. Entries must be received by the CT Lottery by September 18, 2019 to be included in the Drawing. Entries received after September 18, 2019 will not be accepted, even if received before the Drawing Date.
- B. Players must send their original Qualifying Tickets, with the back filled out to include their first and last name, street address, city, state, zip code, and telephone number in an envelope no larger than 4.5" x 9.5" with proper postage to: CT Lottery NYRE, 1022 Boulevard, PMB 179, West Hartford, CT 06119. Entries mailed to any other address will be disqualified. Only one (1) name allowed per Qualifying Ticket, and only one (1) Qualifying Ticket allowed per mailed envelope. A VIP Experience Prize will only be awarded to an individual person. Qualifying Tickets bearing the names of more than one claimant or in the name of a corporate entity, partnership, etc.; copies of Qualifying Tickets; and multiple Qualifying Tickets placed in a single envelope will be disqualified.
- C. Players may enter the NYRE Drawing more than once as long as each entry is based on a different Qualifying Ticket. However, a player is eligible to win only one (1) VIP Experience Prize during the Promotion Period. Limit one (1) entry per Qualifying Ticket. Proof of mailing does not constitute proof of delivery or entry.
- D. Altered, fraudulent, late, lost, incomplete, unintelligible, illegible, damaged, copied, incorrectly addressed, mis-delivered, misdirected, postage-due mailed Qualifying Tickets, or otherwise questionable Qualifying Tickets will be invalid and will not be accepted by the CT Lottery or reissued by the CT Lottery, as the case may be. The CT Lottery is not responsible for: (i) any circumstances beyond its control that disrupts or corrupts the NYRE Drawing or which may prevent a player from

participating in the NYRE Drawing or (ii) any errors arising from or relating to the administration or operation of the NYRE Drawing or any errors in materials related thereto. Individuals who circumvent, tamper with, or disrupt the operation or administration of the NYRE Drawing will be disqualified from participating in the Drawing.

Part IV. Prize Details

A. VIP Experience Prize

The CT Lottery will award ten (10) VIP Experience Prizes in the NYRE Drawing. DCP Rights, LLC ("DCP Rights") will coordinate and fulfill all VIP Experience Prize elements.

Each VIP Experience Prizewinner will receive a four-day, three-night trip for two (2) people to New York City, NY ("NYC") from December 29, 2019 to January 1, 2020, consisting of:

- Round-trip, coach-class air transportation for two (2) people from a major commercial airport nearest to winner's city to NYC (if winner is within 200 miles of NYC, DCP Rights may provide ground transportation in lieu of airline transportation in its sole discretion).
- Three (3) nights hotel accommodations at the Crowne Plaza Times Square Manhattan Hotel (or such other similar hotel as DCP Rights may determine in its sole discretion) (one (1) room, double occupancy, room and tax only).
- Two (2) tickets to the "Christmas Spectacular Starring the Radio City Rockettes" at Radio City Music Hall on December 30, 2019.
- Two (2) tickets for a holiday dinner cruise on the Hudson River on December 30, 2019.
- Two (2) tickets for an exclusive New Year's Eve dinner and party (including a view of the ball drop) on December 31, 2019.
- Two (2) gift bags.
- All meals (breakfast, lunch, and dinner) while in NYC.
- \$250 spending money in the form of a pre-loaded gift card.
- Event-related ground transportation to and from airports, hotel, and activities while in NYC.
- State and federal withholding taxes on each VIP Experience Prize paid on the Prizewinner's behalf by the CT Lottery.
- Automatic entry into the First Millionaire Drawing (See Part IV, Paragraph B).

Total approximate value of each VIP Experience Prize, excluding any potential prize won during the trip, is \$21,736.00 inclusive of state and federal withholding taxes. The odds of winning a VIP Experience Prize depend on the number of Qualifying Tickets entered.

1. Winner and guest must travel on same itinerary. Except as otherwise provided in Section 5, if winner is unable or unwilling to travel on the required dates and times of the trip, then winner will forfeit the VIP Experience Prize and an alternate winner will be awarded the prize from among eligible entries received, time permitting.

Valid and current forms of personal identification are required in order to fly and stay at hotels. Winners and guests should contact their designated airline and hotel to confirm the types of acceptable identification required.

- 2. VIP Experience Prize details are at the sole discretion of the CT Lottery and DCP Rights, as their interests may lie. VIP Experience Prize components are subject to the rules, regulations, and policies of the individual provider or issuer of such components. Winner and guest must comply with all of the rules and regulations of the venues where events and activities occur. If winner and/or guest behave in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person, then they may be removed from the venue or denied entry. By accepting any ticketed portion of the VIP Experience Prize, winner and guest agree 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.
- 3. VIP Experience Prizes do not include mileage, insurance, parking fees, additional meals (except as specifically stated), non-event ground transportation, transfers, hotel amenities (i.e., spa services, fitness, center, internet access, phone calls, laundry, valet services), fees and gratuities, airline or hotel change fees, airline premium seat fees, airline baggage fees, personal expenses such as photos and souvenirs, or any other items not specifically identified in these Rules. Winner will be required to submit a valid major credit card or cash deposit to the hotel to cover incidental and other expenses not specifically awarded.

- 4. Travel, hotel accommodations, and all other VIP Experience Prize components are subject to availability. The dates and locations of VIP Experience Prize events and activities are subject to change. Neither the CT Lottery nor DCP Rights make, and expressly disclaim, any express or implied warranties of any kind with respect to VIP Experience Prizes or their individual components. No compensation will be paid due to any delay, postponement, or cancellation of an event or activity or any other VIP Experience Prize component.
- 5. No substitution, exchange (including for cash), or resale of the VIP Experience Prize or its individual components by winners is permitted. Prizes are not assignable or transferable. However, the CT Lottery and/or DCP Rights reserves the right to substitute a VIP Experience Prize or its individual elements for any reason. Any unused elements of the VIP Experience Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. Notwithstanding the foregoing:
 - a. If winner misses his or her flight, reasonable efforts will be used to reschedule the flight at winner's sole cost and expense. If the flight is not able to be rescheduled in a reasonable time for winner's participation in VIP Experience Prize events, then (i) winner will forfeit and not participate in the travel portion of the prize, including the events; (ii) winner will still receive the \$250 of spending money portion of the prize; and (iii) winner will remain eligible for the First Millionaire Drawing.
 - b. If winner is unable to travel in connection with the VIP Experience Prize for any reason after tickets have been booked, then (i) winner will forfeit and not participate in the travel portion of the VIP Experience Prize, including the events; (ii) winner will still receive the \$250 of spending money portion of the prize; and (iii) winner will remain eligible for the First Millionaire Drawing.
 - c. If winner fails to attend the event at which the First Millionaire Drawing occurs, then winner will remain eligible for the First Millionaire Drawing.

In any of the foregoing events, a proxy may be appointed by the VIP Experience Prizewinner to accept the \$1 Million Prize on winner's behalf at the time of the First Millionaire Drawing; however, the winner will still receive the \$1 Million Prize (less any tax withholdings and debt set-off). Winners' guests and proxies are not eligible to win the \$1 Million Prize.

- 6. Winners who decline the VIP Experience Prize will not be subject to tax reporting or withholding.
- 7. Winners who accept the VIP Experience Prize will be subject to tax reporting regardless of whether they actually make the trip. VIP Experience Prizewinners who do not elect to take a guest, or whose guest, for any reason, does not actually take the trip, are still subject to full prize reporting and withholding. Each VIP Experience Prizewinner will receive a W-2G tax withholding form from the CT Lottery reflecting all tax gross-up amounts paid on the winner's behalf.
- 8. The winner is solely responsible for any additional taxes or fees that may result from claiming a VIP Experience Prize.
- 9. The VIP Experience Prize may include other non-prize elements provided by DCP Rights, such as the opportunity to participate in the recording and production of one or more nationally televised programs in connection with the First Powerball Millionaire of the Year broadcast. VIP Experience Prizewinners and guests will be asked to complete a background check and sign an appearance release in connection with their potential participation in these activities. Failure to do so may affect the nature of their appearance and/or degree of participation.

B. First Millionaire Drawing

VIP Experience Prizewinners will have the opportunity to participate in one (1) and, if selected to advance, possibly more preliminary drawing rounds to become one of five (5) finalists in MUSL's final First Millionaire Drawing. One finalist will be selected as the winner of the \$1 Million Prize at the Powerball New Year's Rockin' Eve event. The participant pool for the First Millionaire Drawing will include all winners from all state lotteries conducting the Powerball New Year's Rockin' Eve promotion. All rounds of the First Millionaire Drawing, including odds of winning, will be determined by MUSL in its sole discretion. Required state and federal withholding is not included in the \$1 Million Prize. All costs and expenses associated with acceptance of the \$1 Million Prize, including all applicable taxes, are the sole responsibility of the winner. MUSL will be responsible for any tax reporting and/or withholding required in connection with the \$1 Million Prize.

Part V. Prizewinner Eligibility, Verification & Notification

- A. NYRE Drawing entrants must be eighteen (18) years of age or older. Prizewinner's guest must also be eighteen (18) years of age or older. <u>Note</u>: While the NYRE Drawing is open to persons aged eighteen (18) or older, certain VIP Experience Prize-related events and activities may have age-related restrictions. For example, the minimum age to consume alcohol is twenty-one (21).
- B. The CT Lottery will notify VIP Experience Prizewinners via UPS signature required delivery. Winners and guests will have seven (7) calendar days from receiving their prize notices ("Prize Redemption Period") to claim their prizes either by visiting CT Lottery HQ, 777 Brook Street, Rocky Hill, CT 06067, or by mail via return envelope provided by CT Lottery. Each winner and guest will be required to complete an Eligibility, Publicity & Liability Release Form, provide proof of age, and fulfill any such other requirements as determined by the CT Lottery to claim his or her VIP Experience Prize. An entrant is not a winner unless and until all prize redemption conditions are fulfilled and his or her eligibility is verified and he or she is notified that verification is complete.
- C. The CT Lottery will not award a VIP Experience Prize to a winner who owes any debt: to the CT Lottery; to the State of Connecticut that is collected through the CT Lottery; or to a third-party that is collected by the State of Connecticut through the CT Lottery will allow the winner three (3) business days from receipt of prize notification to satisfy any such debt and provide proof, in the CT Lottery's sole discretion, that the debt has been fully satisfied. If the debt is not satisfied, then the CT Lottery will disqualify the winner and may choose an alternate winner, time permitting.

Part VI. General Terms

- A. The following parties are not eligible to participate in Powerball, enter the NYRE Drawing, or win or share in any VIP Experience Prize:
 - 1. CT Lottery employees or CT Lottery Board Members;
 - 2. Persons or business entities issued occupational, vendor, or affiliate licenses by the Connecticut Department of Consumer Protection in connection with the CT Lottery's operations;
 - 3. Persons or business entities prohibited from playing CT Lottery games by virtue of any agreement with the CT Lottery; or
 - 4. Immediate family members related by blood, adoption, marriage, domestic partnership, or civil union to a person described in (1), (2), or (3) above residing in such person's household.
- B. Employees, contractors, officers, and directors of DCP Rights and American Broadcasting Companies, Inc. ("ABC"), or of their respective parent, subsidiary, and/or affiliated entities, are not eligible to enter the NYRE Drawing or win or share in any VIP Experience Prize.
- C. The NYRE Drawing is subject to all applicable Connecticut and federal laws and regulations, Powerball game rules, the Official Procedures for the Powerball New Year's Rockin' Eve 2nd Chance Promotion, these Rules, CT Lottery Rules of Operation, and all decisions of the CT Lottery's President & CEO or his or her designee, whose decisions shall be final and binding. The Drawing is void outside of Connecticut and where prohibited or restricted by law or regulation.
- D. The CT Lottery reserves the right to cancel, postpone, extend, interrupt, modify, or take any other action with respect to the NYRE Drawing, or amend these Official Drawing Rules, with or without advance notice at any time and for any reason, in its sole discretion, if doing so is determined to be in the best interests of the CT Lottery and/or the State of Connecticut. The CT Lottery and the State of Connecticut shall not be responsible for the loss of, changes to, inability to use, or failure to use a VIP Experience Prize or any prize element, or for any cause, condition, or event beyond their reasonable control, including, without limitation, the cancellation, postponement, or abandonment of some or all New Year's Rockin' Eve VIP Experience events or the First Millionaire Drawing, or any action or inaction of a Prizewinner.
- E. By participating in the NYRE Drawing, each player agrees to defend, indemnify, and hold harmless the (i) CT Lottery, (ii) the State of Connecticut, (iii) DCP Rights, (iv) ABC, (v) the parent, subsidiary, and/or affiliated entities of DCP Rights and ABC, (vi) NYRE Drawing prize and service providers, and (vii) each of the respective directors, officers, employees, subcontractors, agents, and representatives of the parties in (i) through (vi), including any of the foregoing sued as individuals (collectively, "Indemnified Parties"), from and against any and all third-party claims, losses, or liabilities of any kind (including attorney's fees and costs) arising from or related to the player's participation in the NYRE Drawing; and if the player is a Prizewinner,

his or her acceptance and use of the VIP Experience Prize or any prize element or participation in any prize-related event.

- F. By participating in the NYRE Drawing, each player knowingly, voluntarily, and irrevocably releases, holds harmless, and agrees not to sue the Indemnified Parties, or any of them, for any personal or bodily injury (including death), claim, loss, damage, or liability of any kind, no matter how caused, including, but not limited to, injury, claim, loss, damage, or liability arising from or relating to: (i) the player's entry or participation in the NYRE Drawing; (ii) if the player is a VIP Experience Prizewinner (a) his or her acceptance or use of the VIP Experience Prize or any prize element, (b) his or her participation in any prize-related activity, or (c) except where expressly prohibited by law, the use and publication of his or her name, likeness, voice, photograph, statements, personal and prize information, as well as his or her trip photographs and testimonials about his or her trip experience? (iii) the offering, administration, or operation of the NYRE Drawing or the awarding or non-awarding of VIP Experience Prizes; (iv) errors or technical problems associated with NYRE Drawing-related materials, including, without limitation, these Rules and the NYRE Drawing websites; and (v) errors or technical problems associated with any drawing, whether the NYRE Drawing or the First Millionaire Drawing, or the processing of entries for these drawings.
- G. By accepting a VIP Experience Prize, each winner and his or her guest grants the CT Lottery and DCP Rights the right to use, publish, broadcast, and otherwise commercially exploit (including the ability to sublicense such rights) his or her name, likeness, voice, photograph, statements, hometown, and prize information, as well as his or her trip photographs and testimonials about his or her trip experience for advertising, promotional, and any other lawful purpose at any time in any media (including without limitation, the Internet, television or off-line promotions) without further notice, payment, or other consideration to, and without prior inspection or approval of such materials by, the winner or his or her guest.
- H. The indemnification, liability, and publicity release provisions in Part VII, Paragraphs E, F, and G above are intended to be as broad and inclusive as possible to give the Indemnified Parties, as their interests may lie, the maximum rights and protections allowed by applicable law, and shall bind the heirs, representatives, successors, permitted assigns, and any other party who elects to make a claim against the Indemnified Parties or any one of them on the player's or a guest's behalf.
- I. Any dispute arising from or related to the NYRE Drawing shall be brought exclusively in Connecticut Superior Court, Hartford Judicial District or, if federal subject matter jurisdiction exists, in United States District Court for the District of Connecticut, and shall be governed by the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut. By entering the NYRE Drawing, each player irrevocably submits to the personal jurisdiction of such courts and waives any objections regarding the venue of any dispute being solely in such courts, that such courts are an inconvenient forum, or do not have jurisdiction over him or her.
- J. The CT Lottery is not responsible for any third party's compliance with Americans with Disabilities Act rules or regulations if applicable in connection with the NYRE Drawing.

Part VII. Prizewinner's List

VIP Experience Prizewinners will be posted on the CT Lottery's Powerball New Year's Rockin' Eve 2nd Chance Promotion website and, at the CT Lottery's discretion, released via other communication outlets after they have been confirmed and validated by the CT Lottery and have accepted their VIP Experience Prizes.

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