

Buzzy Booth Terms and Privacy Policy

Welcome to the Kentucky Lottery Buzzy Booth webpage! Please read these Terms and Privacy Policy (together, the "Terms") carefully because they govern your use of the KLC's photobooth ("Buzzy Booth"). By having your photo taken at the Buzzy Booth, you agree to be bound by these Terms.

Use of This Website and Acceptance of Terms

Your access and use of the Kentucky Lottery Corporation ("Kentucky Lottery" or "KLC") Buzzy Booth and the KLC website is subject to the terms of this policy (the "Terms") as set out below, the KLC Privacy Policy which can be found at <https://www.kylottery.com/apps/landingpages/BuzzyBoothTerms> and which is incorporated herein by reference, and all applicable laws. By accessing the Buzzy Booth and this site, you accept these Terms and the Privacy Policy without limitation or qualification. **If you do not agree to the terms of this policy, or the KLC Privacy Policy, then do not use the Buzzy Booth or access this website.**

Definitions

As used herein, "this policy or these Terms" refers to this Buzzy Booth Policy and Legal Disclaimers; "this website" refers to, collectively, the Kentucky Lottery's website kylottery.com, mobile application or mobile app, and mobile site; "online" refers to use of the internet or any other means to access this website or any Kentucky Lottery social media page (including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube) and the website of any of the Kentucky Lottery's contractors, subcontractors, or third parties involved in producing or delivering this website or services or any offers made through this website; Privacy Policy refers to the KLC Privacy Policy; ; "we," "us," and "our" refer to the Kentucky Lottery, its agents, contractors, sub-contractors, and third parties involved in producing or delivering the Buzzy Booth, this website or services; and "you" or "your" refers to you, the user.

What is the Buzzy Booth?

The KLC Buzzy Booth is an interactive photobooth experience for Kentucky Lottery players. You can have your photo taken at the Buzzy Booth and save and electronically send a copy to yourself. You can also share your photo with the KLC's official social media pages. In order to participate, you'll have to consent to these Terms and provide us with your email address or your mobile phone number, so we can send your photo to you. After you have your photo taken, it will be sent to you by email or text message. You understand and agree that we may also display your photo on the Buzzy Booth screen and that we may also post your photo on or to the website or to pages of our accounts on social networking webpages such as Facebook, Twitter, and Instagram. In addition, unless you opt out, you agree that we may contact you for additional information about your win and player experience or send you advertising and marketing materials with recommendations and information about KLC products that might be of interest to you.

Eligibility

You must be at least eighteen (18) years old to use the Buzzy Booth. No one under 18 years of age and no one otherwise prohibited by KRS Chapter 154A from playing KLC games is eligible to use the Buzzy Booth. Before the start of each photo session, the user must verify his or her age by clicking the age verification box on the main screen. Photos with minors and any otherwise ineligible user will be deleted from the Buzzy Booth's record.

Content and Right of Publicity

The KLC and its licensors own all rights in the photo services and backdrop images, software, text, videos, audios, and materials made available through or via the Buzzy Booth. You give us permission to take your picture and share it on the Buzzy Booth main screen, outside display, KLC Social Media pages, or Partners. In doing so, you agree that this action does not violate your rights of publicity or privacy. You agree not to use the Buzzy Booth in any manner that is indecent, or in violation of any state and federal laws or KLC regulations, policies, and procedures.

Text and Voice Communications

By checking the appropriate dialogue box during the registration process, you give your express consent authorizing the KLC to contact you by telephone call or text message at the number you provide to in the Buzzy Booth registration, including advertising and other promotional material. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You may opt out of such messages.

Privacy

We'll collect your name, email address and/or phone number, so that we can send your Photo to you. We may engage third party service providers to work with us or provide the marketing and advertising services for the Buzzy Booth. These third-party services providers may access your photo and information only for the purpose of performing services on our behalf. We may also share aggregated information and non-identifying information with third parties for industry research and analysis, demographic profiling, and other similar purposes. We take reasonable measures to protect the information that we collect from or about you from unauthorized access, use or disclosure, however, no method of transmitting information over the internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information and are not liable for any issues resulting from a security breach.

Choice and Opt-Out

If you do not want us to share your photo or to use information collected or provided by you to deliver advertisements according to our advertisers' target-audience preferences, you can opt out by unsubscribing from our text and email services or by contacting us as set forth below.

All opt-out requests can be made by: calling us at 877-789-4532, emailing us at help@kylottery.com, or writing to us at Attn: Customer Service, 1011 West Main Street, Louisville, KY 40202. Certain communications from us may also contain an unsubscribe link for you to opt out of receiving future similar communications. It should be noted that opting out does not mean you will not see KLC advertisements online.

Consent to Interface with Social Networking Sites

In order to enhance your experience at the Buzzy Booth, we may link to KLC social networking site(s). By using the Buzzy Booth, you authorize us to collect, store and use in accordance with these Terms any and all information that you agreed the social network site could provide us. In addition, some social networking sites have features which allow you to send information about your activity on the Sites back to the social networking site (for example, to be published in your profile). If you choose to use these features, then your activity on the Sites will be shared with the social networking site(s). Individuals reading this information on social networking site(s) may use it or disclose it to other individuals or entities without our control and without your knowledge.

Email Marketing Communications

If you register for an account, update your existing account, or otherwise provide personal information through the Buzzy Booth, this website or online, you may receive email messages from us, including marketing messages regarding our products, such as games and promotions, from the Kentucky Lottery, IGT Corporation or any of the Kentucky Lottery's other contractors, subcontractors, or third parties involved in producing or delivering this website or services (on behalf of the Kentucky Lottery). You have the right to ask in writing not to receive direct marketing material from us. If applicable, you can amend your previous preferences by following the "unsubscribe" instructions at the bottom of our email(s) to you. Please allow us a reasonable period of time to satisfy your request. This will not apply to email messages concerning your Fun Club Membership or account or to other transactional messages.

Terms

We may change these Terms, the Privacy Policy, or any other Terms or documents applicable to your use of the Buzzy Booth and this site, at any time, with or without notice. All changes are effective upon posting. Your continued use of the Buzzy Booth and this website after changes are posted constitutes your acceptance of those changes.

Inquiries

All inquiries concerning these Terms and the KLC website in general may be sent to help@kylottery.com.

Limitation of Liability

The KLC, ITS LICENSORS, PARTNERS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM YOUR USE OF THE BUZZY BOOTH OR RESULTING FROM THE PHOTOS AND THE SHARING OR SUCH PHOTOS.

IN NO EVENT WILL THE KLC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE BUZZY BOOTH OR PHOTO EXCEED THE AMOUNT YOU HAVE PAID TO USE THE BUZZY BOOTH IF ANY. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SOCIAL REWARDS AND YOU.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

How to Contact Us

If you have any questions about this website or these Terms, please contact our Customer Service by email at: help@kylottery.com or call 877-789-4532.

Effective May 2023

Version 1

Text for On Screen Validation Boxes

Age disclaimer:

I certify that I'm 18 years of age or older and not prohibited from purchasing a ticket or claiming a prize from the KLC., under KRS 154A.110.

Photo release:

I hereby grant permission to the KLC to use my likeness in any photographs taken with the Buzzy Booth for KLC publicity or any other lottery related purposes without compensation, including posting the photos to social networking webpages such as Facebook, Twitter, and Instagram

Back-end notes:

A Link to the full terms will also be included with the email or text containing the photo

Reviewed by:

Jessie Teague - Digital Marketing Manager

Jennifer Cunningham - Senior Communications Specialist

VP, General Counsel & Corporate Secretary

Date