

Kentucky Lottery Corporation  
**Powerball® First Millionaire of the Year Promotion**  
Statewide Powerball Promotion Proposal: Retail and Online Rules & Regulations

**GENERAL:**

The Kentucky Lottery Corporation (KLC) plans to conduct a second chance Fun Club promotion with eligible Powerball® tickets purchased at retail (tickets purchased for drawings on or before the Powerball® drawing on October 3, 2023) under the provisions provided in these rules and regulations (“Promotion”). An eligible ticket is defined as a single Powerball® ticket with a total ticket cost of \$6 or more (with or without Power Play®) that is purchased at retail between 12:00:00 AM ET on Monday, August 21, 2023, and Sunday, October 1, 2023, at 11:59:59 PM ET at a Kentucky Lottery retailer.

1. Eligible tickets must be entered between 12:00:00 AM ET on Monday, August 21, 2023, and 11:59:59 PM ET on Sunday, October 1, 2023. The Promotion drawing will be held on or about Tuesday, October 3, 2023.
2. The KLC will draw Twenty (20) retail semi-finalists and five (5) iLottery semi-finalist prize winners from all eligible entries. Each KLC semi-finalist (“Semi-Finalist(s)”) will be awarded a KLC Prize Package. The KLC Prize Package includes:
  - \$100 cash
  - \$100 Bonus Bucks
3. The twenty-five (25) Semi-Finalists will also be entered into a drawing for a chance to win one (1) of five (5) Trip Prizes (as defined below) (“Trip Prize Drawing”). Semi-Finalists will also be entered into the Trip Prize Drawing, along with winners from other participating lottery jurisdictions (“Participating Lotteries”), which will be conducted by the Multi-State Lottery Association (“MUSL”) to select five (5) VIP trip winners (“Winner(s)”), each of whom will win a VIP trip for two (2) people to New York City (“Trip Prize”).
4. Winners of the five (5) Trip Prizes will also be eligible to participate in a drawing conducted by MUSL shortly after midnight on January 1, 2024, during the live television broadcast of *Dick Clark’s New Year’s Rockin’ Eve* (“Program”) to win a cash prize in the amount of \$1 Million (\$1,000,000) and become the Powerball® First Millionaire of the Year (“\$1 Million Prize”). The specific procedures and terms of the \$1 Million Prize drawing will be determined by MUSL in its sole discretion and may include one (1) or more drawing rounds before the final \$1 Million Prize drawing during the Program. See Item 29 below for additional prize award details for the five (5) Winners.
5. The Trip Prize consists of a four-day, three-night VIP trip for the Winner and one (1) guest to New York City, NY (“NYC”), from approximately December 29, 2023, to January 1, 2024, and will include the following elements:
  - Round-trip, coach-class airline transportation for finalist + one (1) guest 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 dick clark productions, llc ("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 Prize Provider 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)
- 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).

6. To enter the Promotion, players must first log-in or register for a Fun Club account at [kylottery.com](http://kylottery.com). Players must be in compliance with all requirements of the Fun Club Terms of Use, including requirements for registering for or updating an existing account in order to submit tickets to enter the Promotion.
7. Once logged in, a player will be able to submit an eligible ticket to enter this Promotion.
8. Entries must be received by 11:59:59 PM ET on the last date to enter during the Promotion.
9. Failure to fully provide required information will cause a player's request to register to be rejected. Failure to provide accurate information could cause a player whose entry is selected as a Semi-Finalist for the Promotion to be disqualified. A player shall be considered ineligible if the KLC determines that a player does not meet all player eligibility requirements or provided false information.
10. The KLC assumes no responsibility for incorrect information provided by a player on the registration form. After completing the registration, a player is responsible for updating account information as needed by logging in and going to "My Account" on the profile page.
11. A player may have no more than one (1) account. A player is not permitted to create additional accounts in the event that his or her email or other relevant information changes. The player may log in with his or her existing account credentials and make any desired changes at any time.

**ELIGIBILITY:**

12. An entrant must be at least eighteen (18) years of age to participate. No one under 18 years of age (except to participate as a guest subject) and no one otherwise prohibited by KRS Chapter 154A from playing KLC games is eligible to participate in this Promotion or win any prize. Employees, contractors, officers, and directors of Prize Provider or American Broadcasting Companies, Inc. ("ABC"), and each of their respective parent, subsidiary, and/or affiliated entities are not eligible to participate in the PFMOY Drawing and win the \$1 Million Prize.
13. Entrants must have a valid U.S. address in order to register and participate in the Promotion.
14. Players may enter up to 200 total tickets per week as part of Fun Club. A week is defined as Sunday at 12:00:00 AM ET until the following Saturday at 11:59:59 PM ET. The KLC reserves the right to change, without notice, this limit on the number of tickets that may be entered weekly or daily.
15. Tickets purchased via the internet using the KLC's website, plays purchased through a Lottery Card, and iLottery tickets are not eligible for this Promotion. Powerball plays purchased via the internet using the KLC's website (iLottery tickets) see the rules and regulations for the iLottery New Year's Rockin' Eve VIP Experience <https://www.kylottery.com/apps/funclub/lottery-terms-and-conditions.html>.

**ODDS:**

16. Odds of being selected as a Semi-Finalist or Winner in the Promotion will depend on the number of entries submitted for each drawing.

**SUBMITTING ENTRIES:**

17. Players can submit eligible tickets for this Promotion at the KLC's website, [kylottery.com](http://kylottery.com), or through The Official Kentucky Lottery App. Any ticket physically sent to or dropped off at any location whatsoever, will be ineligible. The KLC will destroy all non-winning physical tickets received at any lottery office, and the tickets will not be returned.
18. To submit an entry using the KLC's website, a player must first log onto [kylottery.com](http://kylottery.com) using his or her unique account information. Once logged in, a player submits an entry according to the instructions on the "Enter Tickets" page of the website. Required entry information from the ticket includes the 25-digit draw game code on the draw game ticket.
19. To submit a ticket using the KY Lottery App, a player must have a functioning camera on his or her mobile device. The player must select "Second Chance" from the side navigation menu on the App, and then must log onto the player's Fun Club account using his or her unique account information. A player must then select "Enter Tickets" from the menu. To submit the ticket, a player must use his or her mobile device camera to line up the barcode on the draw game ticket within the viewfinder. A graphic with instructions can be found on the "Enter Tickets" tab of the App. The player will receive a message if the ticket has been successfully scanned and entered into the Promotion. The player will receive an error message if the ticket could not be scanned or was ineligible for entry.

20. An eligible ticket may be submitted one (1) time only. The entry system will reject an entry that has been previously submitted.
21. To prevent fraudulent entries, after five (5) consecutive attempts to submit entries that are not recognized as eligible tickets, a player will be unable to submit entries for twelve (12) hours.
22. After an entry is accepted, the player does not need to retain his or her ticket for the Promotion.
23. By entering this Promotion, the players agree to these rules and regulations and the Terms of Use for Fun Club (collectively, "Rules").
24. A player can win only one KLC Prize Package. Players entering this Promotion and the iLottery New Year's Rockin' Eve Experience promotion can win only one KLC Prize Package.

**KLC SEMI-FINALIST DRAWINGS:**

25. All drawing management services associated with the KLC Prize Packages awarded in this Promotion will be conducted by the KLC.
26. The drawing for the Semi-Finalists will be conducted according to KLC drawing procedures.
27. At the drawing for the KLC Prize Packages, twenty (20) winners will be selected from retail and five (5) winners will be selected from iLottery, followed by sixty (60) alternates for retail winners and fifteen (15) alternates for iLottery winners. If there is an insufficient number of entries, the KLC may reduce the number of alternates selected in its sole discretion. Alternates are not Semi-Finalists or winners of KLC Prize Packages but are selected in the event that a Semi-Finalist is disqualified, unable to claim the KLC Prize Package, or declines to accept. Once an eligible alternate is moved up to become a Semi-Finalist, his or her alternate status in the drawing will be voided.

**TRIP PRIZE AND \$1 MILLION PRIZE DRAWINGS:**

28. When MUSL draws for the five (5) Winners in the Trip Prize Drawing, no more than one (1) Winner from each Participating Lottery will be eligible to win a Trip Prize and participate in the \$1 Million Prize drawing. This means there will be a total of five (5) Winners from five (5) different Participating Lotteries entered into the \$1 Million Prize drawing. MUSL will perform the Trip Prize Drawing for the five (5) Winners and alternates on November 8, 2023.

**KLC PRIZE FULFILLMENT:**

29. A member of the KLC's Marketing Department will attempt to contact all Semi-Finalists using the phone and email contact information provided in the entrant's Fun Club profile at the time of the drawing. The KLC may take the following steps to contact each Semi-Finalist:

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- Email the Semi-Finalist's email address provided on the profile. The KLC may also provide a courtesy call to both the primary and secondary phone number provided on the profile. Continued attempts to contact by phone will not be made. The email contact is the official notice of the win starting the claim period set forth in item 30 below.
30. If the KLC determines that dialogue with the Semi-Finalist has not been established by phone, email, or other means acceptable to the KLC, within three (3) business days following the date of KLC's initial attempted contact, the Semi-Finalist will be disqualified, and the KLC Prize Package will be awarded to the first eligible alternate selected.
31. The Semi-Finalists must respond within three (3) business days following the date of contact by the KLC Marketing Department. The person to whom the Fun Club account belongs must be the person who claims the KLC Prize Package. The Semi-Finalist must provide a valid government issued photograph identification, such as a driver's license, or other form of photograph identification acceptable to the KLC, and a completed Promotion Claim Form that they will receive from the KLC Marketing Department. The KLC Prize Package will be awarded only after the KLC receives the Semi-Finalist's accurate and complete Promotion Claim Form and required ID. If all required information is not received and contact has not been made within three (3) business days, the KLC Prize Package will be forfeited and awarded to the first alternate selected in the drawing. This process will continue until a Semi-Finalist has claimed the KLC Prize Package or all alternates have been exhausted, whichever comes first. If all alternates have been exhausted, the KLC Prize Package(s) will not be awarded. All required information may be provided to the KLC by fax, email, U.S. Mail, or hand-delivery to the KLC Corporate Office. The KLC in its discretion may also provide a digital claim process with a verified electronic signature, such as DocuSign. If sent by fax or email, a member of the KLC's Marketing Department will provide a fax number or email address upon the Semi-Finalist's request. If sent by U.S. Mail, the Semi-Finalist can send all required information to: ATTENTION: DRAWING MANAGER, Kentucky Lottery Corporation, 1011 West Main Street, Louisville, KY 40202.

*NOTE: When sending personally identifiable information, such as a Social Security Number, to the KLC by email, winners should use a secure or encrypted email. Information about how to use a secure or encrypted email may be requested from the Marketing Department.*

32. If, prior to the expiration of the three (3) business days referenced in the preceding paragraph, a Semi-Finalist declines to accept and claim the KLC Prize Package by notifying a member of the KLC Marketing Department in writing via the Semi-Finalist's e-mail, the KLC Prize Package may be forfeited immediately upon receipt of the written notification and the first eligible alternate declared a Semi-Finalist.
33. The KLC or its designee will withhold federal, state and all applicable taxes, according to federal and state withholding requirements for any KLC Prize Packages won. Any taxes above the standard formulas are the responsibility of the Semi-Finalist. KLC Prize Packages may be subject to set off of certain debts as required by law.

34. The KLC Prize Package is not transferable or assignable.
35. Fulfillment of the KLC Prize Packages will be handled by the KLC. Fulfillment of the Trip Prize will be handled by Prize Provider.

### **FULFILLMENT OF BONUS BUCKS**

36. Bonus Bucks are applied directly to a player's Fun Club account and must be spent on KLC games purchased via the Internet; Bonus Bucks cannot be withdrawn or redeemed for a retail purchase. Bonus Bucks will appear in the player's Fun Club account within 14 business days after the KLC Prize Package is claimed. To play iLottery, players must first log-in or register for a Fun Club account at [kylottery.com](http://kylottery.com). Players must comply with all requirements of the Fun Club Terms of Use, including requirements for registering for or updating an existing account in order to submit tickets to enter a promotion or to be eligible to win.

### **TRIP PRIZE TERMS AND CONDITIONS**

37. **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 the \$1 Million Prize. Winner and Guest must travel on the same itinerary.
38. **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.
39. **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.

40. **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 NYE Powerball Promotion

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.

41. **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.
42. **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 so 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.
43. INELIGIBLE PARTICIPANTS. Notwithstanding anything to the contrary herein, officers, directors, members, managers, employees, and contractors of Prize Provider, MUSL, and ABC 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.
44. 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.

**ADDITIONAL CONDITIONS:**

45. The KLC is not responsible for the electronic misdelivery, late delivery, or failure to receive ticket information entered electronically, and the risk of loss remains with the entrant regardless of the cause of the transmission failure.
46. All Semi-Finalists are subject to validation by the KLC and may be disqualified if eligibility requirements are not met. Validity of entries, drawings, and the award of the KLC Prize Packages are subject to these Rules, all regulations of the KLC, and the laws of the Commonwealth of Kentucky.
47. By entering this Promotion, the player acknowledges and agrees that the KLC and Prize Provider may use and release the player's name, city/state and likeness (photograph) to the public, without limitation and without compensation.

48. By entering this Promotion and accepting the KLC Prize Package, each Semi-Finalist, his or her heirs, legal representatives and assigns, agree to indemnify and hold harmless, defend, release and discharge the KLC, the Commonwealth of Kentucky, and the Promotion Parties, and each of their respective employees, officers and directors from and against any loss, claim, damages, or injury arising out of or relating to the promotion, any action taken pursuant to these Rules, or the acceptance of any prize awarded in this Promotion.
49. The KLC is not responsible for any rules, regulations, or restrictions imposed by its promotional partners, except to the extent that they are incorporated in these Rules. The KLC is not responsible for and has no obligation regarding the condition, quality, defects, or other attributes of the prizes awarded during the Promotion and expressly disclaims all warranties, expressed or implied, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose.
50. The KLC in its discretion reserves the right to change or extend any of the dates set out in these Rules. The KLC reserves the right, in its sole discretion, to modify, suspend, postpone, or cancel, with or without notice, any portion of this Promotion, including the drawing, at any time and for any reason, including the award of any KLC Prize Packages, with the approval of the KLC's President & CEO or her designee from the Executive Management group.
51. The KLC reserves the right to substitute prizes of equivalent value.
52. In computing any period of time under these Rules, the day of the designated act or event is not to be included; the last day of the period so computed is to be included. The term "business day" means a day that the KLC Corporate Office is actually open for business (holidays, weekends and other days the KLC is closed are excluded), and such day is from 8:00 AM to 5:00 PM ET.
53. In the event of any circumstances or interpretation of any matter in these Rules, whether contemplated or not contemplated, the decision of the KLC's President & CEO or appropriate designee from the KLC's Executive Management Group, after consultation with the KLC's Internal Audit, Security and Legal Departments (if necessary), will be final.
54. This Promotion is void where prohibited by law.