

KENTUCKY LOTTERY CORPORATION
Living Lucky with Luke Combs Promotion (“Promotion”)
Statewide Second Chance Draw Promotion
Rules & Regulations

GENERAL:

1. The Kentucky Lottery Corporation (“KLC”) plans to conduct a second chance player Fun Club promotion with Living Lucky with Luke Combs under the provisions provided in these rules and regulations. An eligible ticket is defined as a single Kentucky 5 ticket with a total ticket cost of \$5 or more that is purchased at retail between 12:00:00 AM ET on Monday, May 22, 2023, until 11:59:59 PM ET on Sunday, July 9, 2023.

2. The promotional period will take place from 12:00:00 AM ET on Monday, May 22, 2023, until 11:59:59 PM ET on Sunday, July 9, 2023, (“Promotion Period”) with the prize drawing conducted on or about Thursday, July 13, 2023.

3. For this Promotion, the number of entries will be based upon the value of the Eligible ticket. The higher the ticket value, the more entries the player will receive. The chart below indicates how many entries a player will receive based upon the value of a single ticket.

<u>Ticket Value</u>	<u># of tickets</u>	<u># of entries</u>
\$5-\$11	1	1
\$12-\$17	1	5
\$18-\$23	1	10
\$24 & up	1	15

4. The Living Lucky with Luke Combs prize experience (“Grand Prize” or “Prize”), valued at \$14,000 will be awarded by Atlas Experiences to one (1) prize winner (“Grand Prize Winner”) of this Promotion. Other participating lotteries in the Living Lucky with Luke Combs promotion will select a Grand Prize winner to win the Grand Prize and participate in the drawing for \$500,000, as set forth in item (b) below.

The Grand Prize Winner may elect to bring One (1) guest.

a) The Grand Prize Winner and one (1) guest will have access to the following:

- Transportation to Nashville
- 3-Nights at the Sheraton Grand Nashville
 - Three (3) nights run of house accommodations for two (2) persons, double occupancy, at the Sheraton Grand Nashville Downtown, 623 Union Street, Nashville, TN, 37219-1706. All guests will be notified with appropriate check-in and check-out times.
- Daily breakfast buffet

- The prize winner and guest will have access to a daily breakfast buffet or equivalent at the hotel included for the winner and guest.
- Round trip group transportation in Nashville
 - Round trip ground transportation from the airport to the Sheraton Grand Nashville Downtown. Ground transportation to scheduled Event activities will be covered by Atlas. Transportation will not be provided between the airport and winner's residence, nor provided for personal trips, not booked by Atlas.
- Private welcome reception, entertainment, drinks, and tour of Country Music Hall of Fame & Museum
 - On the second day of the Event there will be a private reception at the Country Music Hall of Fame and Museum that will include a station dinner and 2 drink tokens for the prize winner and guest. The prize winner and guest will have access to the tour of the Country Music Hall of Fame and Museum.
- Private BBQ lunch and entertainment at Martin's Bar-B-Que Joint Downtown Nashville
 - On the second day for 3 hours, approximately from 11am-2pm, Atlas will privately contract lunch and drinks for all guests. Lunch menu will be what's offered by Martin's BBQ Joint at the time of the event and will be served in accordance with best practices and timing to serve all guests.
- Private dinner and drink at The Sheraton Skye Bar
 - Dinner will be on the third night.
- Private buyout of the iconic Ryman Auditorium
- Private concert with Luke Combs
- Custom Luke Combs welcome gift
 - The prize winner and guest will receive custom Living Lucky with Luke Combs merchandise. Merchandise will have a \$50 retail value and will be provided during check-in at the event.
- \$500 spending money
- \$10,000 guaranteed cash prize awarded to the Grand Prize Winner
- Additional chance to win up to \$500,000 during the trip.
- Meet & Greet with Luke Combs and VIP Seating at the Luke Combs concert at the Ryman Auditorium for the Grand Prize Winner and their guest.
- Approximate Retail Value of the Grand Prize: Fourteen Thousand Dollars (\$14,000.00). Not valid for cash or cash equivalent.

b) "Living Lucky with Luke Combs" Drawing:

- The Grand Prize Winner will also be eligible to participate in an additional drawing for a prize in the amount of Five Hundred Thousand Dollars (\$500,000). The drawing for the \$500,000 Prize will be announced by Luke Combs on February 6, 2024, after the musical performance. The participant pool for the \$500,000 Prize drawing will include a Grand Prize Winner from each lottery jurisdiction participating in the Promotion. The specific procedures and terms of the drawing for the \$500,000 Prize will be determined by Atlas Experiences in its sole discretion and may include one (1) or more drawing rounds before the final drawing for the \$500,000 Prize during the Program.

5. To enter the Promotion, players must first log-in or register for a Fun Club account at 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 or to win the Grand Prize. Fun Club accounts that are Opted Out or Manually Disabled are ineligible to enter or to win.

6. Once logged in, a player will be able to submit an eligible ticket to enter the Promotion.
7. Entries must be received by 11:59:59 PM ET on the last date of the Promotion Period.
8. 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 winner 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.
9. 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.
10. 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:

11. The entrant and guest must be at least eighteen (18) years of age to participate. No one under 18 years of age otherwise prohibited by KRS Chapter 154A from playing KLC games are eligible to participate in this Promotion or win the Grand Prize. Employees, contractors, officers, directors of Atlas Experiences, or Atlas Experiences and each of their respective parent, subsidiary, and/or affiliated entities ("Program Parties") are not eligible to win the Prize and become the "Living Lucky with Luke Combs" winner.
12. Entrants must have a valid U.S. address in order to register and participate.
13. Players may enter up to two hundred (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.
14. Tickets purchased via the internet using the KLC's website or iLottery tickets are not eligible for this Promotion.

ODDS:

15. Odds of being selected as the Grand Prize Winner in the Promotion will depend on the number of entries submitted.

SUBMITTING ENTRIES:

16. Players can submit eligible tickets for this Promotion at the KLC's website, 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 physical tickets received at any lottery office, and the tickets will not be returned.

17. To submit an entry using the KLC's website, a player must first log onto 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.

18. 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.

19. An eligible ticket may be submitted one (1) time only. The entry system will reject an entry that has been previously submitted.

20. 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.

21. After an entry is accepted, the player does not need to retain his or her ticket for the Promotion.

22. By entering this Promotion, the players agree to these rules and regulations and the Terms of Use for Fun Club.

DRAWINGS:

23. All drawing management services associated with the Grand Prize will be conducted by the KLC. All drawing management services associated with the \$500,000 Prize will be managed by Atlas and announced by Luke Combs following the musical performance (Atlas Experiences).

24. The drawing for the Grand Prize will be conducted according to KLC drawing procedures. The drawing will occur at the KLC offices located at 1011 West Main Street, Louisville, KY 40202. The drawing for the \$500,000 Prize will be conducted by Atlas Experiences in its sole discretion.

25. At the drawing for the Grand Prize, one (1) potential winner will be selected followed by three (3) alternates. If there is an insufficient number of entries, the KLC may reduce the number of alternates selected in its sole discretion. Alternates are not winners but are selected if the Prize Winner is disqualified, unable to claim the Grand Prize, or

declines to accept. Once an eligible alternate is moved up to become the Prize Winner, his or her alternate status in the drawing will be voided.

PRIZE FULFILLMENT:

26. At the time of the drawing(s) a member of the KLC's Marketing Department will attempt to contact the Grand Prize Winner using the phone and email contact information provided in the potential Winner's Fun Club profile at the time they entered the Promotion. The KLC may take the following steps to contact the potential Grand Prize Winner:

- Email the winner'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 27 below.

27. If the KLC determines that contact with the potential Prize Winner has not been established by phone, email, or other means acceptable to the KLC, within five (5) business days following the date of the KLC's initial attempted telephone contact, the potential Prize Winner will be disqualified and the Grand Prize will be awarded to the first eligible alternate selected.

28. The Prize Winner must claim the Grand Prize within five (5) business days following the date the KLC Marketing Department makes contact with the Grand Prize Winner. The person whose name is on the entry must be the person who claims the Grand Prize. The Grand Prize Winner 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 Grand Prize will be awarded only after the KLC receives the Grand Prize Winner's required accurate and complete information. If all required information is not received within five (5) business days, the Grand Prize will be forfeited and awarded to the first alternate selected in the drawing. This process will continue until a potential Grand Prize Winner has claimed the Grand Prize or all alternates have been exhausted, whichever comes first. If all alternates have been exhausted, the Grand Prize 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 winner's request. If sent by U.S. Mail, winner 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.

29. If, prior to the expiration of the five (5) business days referenced in the preceding paragraph, the potential Grand Prize Winner declines to accept and claim the Grand Prize by notifying a member of the KLC Marketing Department in writing via the potential Grand Prize Winner's e-mail, the Grand Prize may be forfeited immediately upon receipt of the written notification and the first eligible alternate declared the Grand Prize Winner .

30. The KLC or its designee will withhold federal, state, and all applicable taxes, per federal and state withholding requirements. Any taxes above the standard formulas are the responsibility of Grand Prize Winner. Prizes may be subject to set off of certain debts as required by law.

31. This prize package is not transferable or assignable except as specified in these Rules and Regulations.

32. Fulfillment of the Grand Prize will be handled by Atlas Experiences. If Grand Prize Winner also wins the additional \$500,000 Prize, Atlas Experiences will provide the \$500,000 to the KLC to fulfill for the Prize Winner.

TRAVEL PRIZE TERMS AND CONDITIONS:

33. The Grand Prize Winner and Guest are subject to Atlas Experiences' Travel Prize Terms and Conditions.

34. Grand Prize Winner must travel on or about February 4-7, 2024, to participate in the Grand Prize. If Winner resides fewer than two hundred fifty (250) miles from Nashville, TN, Atlas Experiences, in its sole discretion, will provide alternate transportation options in lieu of airline transportation. The Grand Prize Winner and "Guest" must travel on same itinerary.

35. All other costs and expenses involved with or related to acceptance and/or participation in the Grand Prize not specifically included in the description of the Grand 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 Grand Prize Winner and Guest.** Grand Prize 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 Grand Prize. Travel and hotel accommodations are subject to availability.

36. The date and location of any of the events or activities included in the Grand Prize (individually/collectively, "Event(s)") may be subject to change. Atlas Experiences is not responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, and in such event, Atlas Experiences only obligation is to award the other elements of the Grand Prize. No compensation will be paid in lieu of any cancelled Event or any other element of the Grand Prize.

37. In order to participate in the Grand Prize experience, Grand Prize Winner must execute all releases and forms required by Atlas Experiences, 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 Atlas Experiences' laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"). Grand Prize Winner may appoint a proxy (or have a proxy appointed) to participate in the Grand Prize experience and/or appear in the broadcast of the Program, subject to the proxy's satisfying the Production Requirements. Grand Prize Winner must execute and return all required documentation within five (5) days of Grand Prize Winner's receipt (or such shorter period as Atlas Experiences' 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 Grand Prize. If such request is made prior to the booking deadline, such request will be at no additional cost to the Lottery or the winner. If such request is made after the

booking deadline and a charge is imposed for changing arrangements, the Grand Prize winner will be responsible for paying all additional direct charges imposed by the Hotel or Airline.

- If Grand Prize Winner appoints a proxy, the proxy must satisfy the Player Requirements herein in order to participate in the Grand Prize experience. In the event that Grand Prize Winner 's designated proxy does not satisfy the Production Requirements, Atlas Experiences reserves the right, in its sole discretion, either to (i) allow Grand Prize Winner to appoint another proxy to participate in the Grand Prize experience in Grand Prize Winner 's place (subject to Atlas Experiences' production schedule and deadlines and satisfying the Production Requirements); or (ii) appoint another proxy (selected by Atlas Experiences') to appear in the Program in Grand Prize Winner 's (or proxy's) place.
- If Grand Prize Winner appoints a proxy (or has a proxy appointed), Grand Prize Winner will still remain eligible to win the \$500,000 Prize. Grand Prize Winner may only transfer the Grand Prize (excluding eligibility for the \$500,000 Prize drawing) in its entirety one (1) time to a proxy.

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

39. Grand Prize Winner and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Grand Prize Winner acknowledges that if Grand Prize 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, Grand Prize Winner and/or Guest may be removed from the venue or denied entry (as determined by Atlas Experiences its designee(s) in their sole and absolute discretion). By accepting any ticketed portion of the Grand Prize, Grand 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.

40. No prize element substitution, cash substitution, assignment, or transfer of the Grand Prize or any elements thereof is permitted. Any unused elements of the Grand 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 Grand Prize Winner misses his or her flight for any reason, reasonable efforts will be used to reschedule the flight at Grand Prize Winner 's expense. If the flight is not able to be rescheduled in a reasonable time for Grand Prize Winner 's participation in the Events, (i) Grand Prize Winner shall forfeit and not participate in the travel portion of the Grand Prize, including the Events; (ii) Grand Prize Winner will still receive the Five Hundred Dollars (\$500) of spending money portion of the Grand Prize and the Gift Bag (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Grand Prize Winner will remain eligible for the \$500,000 Prize drawing.
- If Grand Prize Winner is unable to travel in connection with the Grand Prize for any reason after tickets have been booked, (i) Grand Prize Winner shall forfeit and not participate in the travel portion of the Grand Prize, including the Events; (ii) Grand Prize Winner will still receive the Five Hundred Dollars (\$500) of spending money portion of the Grand Prize and Gift Bag (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Grand Prize Winner will remain eligible for the \$500,000 Prize drawing.

- If Grand Prize Winner fails to attend the Event at which the \$500,000 Prize drawing occurs, Grand Prize Winner will remain eligible for the \$500,000 Prize drawing.

In any of the foregoing events, a proxy may be appointed by Atlas Experiences to accept the \$500,000 Prize on Grand Prize Winner 's behalf at the time of the drawing; however, in such event, Grand Prize Winner will still receive the \$500,000 Prize (less any tax withholdings and outstanding debt setoff, if applicable).

41. If the Grand Prize Winner accepts the Grand Prize but does not elect to take a guest, or whose Guest, for any reason, does not actually take the trip, Grand Prize Winner is still subject to the full amount of any taxes due on the total value of the Grand Prize.

42. 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 Grand Prize may result in forfeiture of the Grand Prize or the applicable element thereof, as Atlas Experiences may determine in its sole discretion. If forfeited for any reason, Grand Prize Winner will not receive any other prize substitution or compensation of any kind, and Atlas Experiences may award the Grand Prize to an alternate recipient as it may determine in its sole discretion. If the Grand Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Atlas Experiences' restrictions, regulations, guidelines, or risk assessments, Atlas Experiences reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Atlas Experiences in its sole discretion.

43. ATLAS EXPERIENCES IS 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 GRAND PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$500,000 PRIZE. ATLAS EXPERIENCES MAKES NO, AND IS 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 GRAND PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE GRAND PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

ADDITIONAL CONDITIONS:

44. 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.

45. The Grand Prize Winner is 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 Grand Prize are subject to rules and regulations of the KLC and the laws of the Commonwealth of Kentucky.

46. By submitting an entry into the Promotion and claiming the Grand Prize, the player certifies they are the sole owner of the entry, the player is at least 18 years old, the ticket has been legally purchased, possessed, and entered into the Promotion, and the player is not disqualified from receiving the Grand Prize.

47. By entering this Promotion, the player acknowledges and agrees that the KLC and Atlas Experiences 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 Grand Prize, the Prize Winner, 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 Program Parties 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 the Grand Prize.

49. The KLC is not responsible for any rules, regulations, or restrictions imposed by its promotional partners. The KLC is not responsible for and has no obligation regarding the condition, quality, defects, or other attributes of the Grand Prize 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 is not responsible for any issues with prize fulfillment caused by Atlas Experiences or their representatives or agents. Nor is the KLC responsible for circumstances including, but not limited to event cancellation, musical artists, venue, or activity substitutions, or modifications to any other elements that are out of the KLC's control.

51. 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 the Grand Prize, with the approval of the KLC's President & CEO or her designee from the Executive Management group.

52. The KLC reserves the right to substitute prizes of equivalent value.

53. 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.

54. 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.

55. This Promotion is void where prohibited by law.