

Kentucky Lottery Corporation  
**“Powerball First Millionaire of the Year®” Promotion**  
Statewide Retail Promotion with Powerball®  
Rules & Regulations

**GENERAL:**

The Kentucky Lottery Corporation (KLC) plans to conduct a “Powerball First Millionaire of the Year” second chance Fun Club promotion with eligible non-winning Powerball® tickets (tickets purchased at retail for drawings on or before the Powerball® drawing on October 2, 2021) under the provisions provided in these rules and regulations. An eligible non-winning ticket is defined as a single Powerball® ticket with a total ticket cost of six dollars (\$6) or more (with or without Power Play®) that is purchased at retail between 12:00:00 AM ET on Monday, August 23, 2021 and Saturday, October 2, 2021 at 11:59:59 PM ET at a Kentucky Lottery retailer. For Powerball plays purchased via the internet using the KLC’s website (iLottery tickets) see the rules and regulations for the “Powerball First Millionaire of the Year®” iLottery Online Promotion. <https://www.kyottery.com/apps/funclub/lottery-terms-and-conditions.html>.

1. Eligible tickets must be entered between 12:00:00 AM ET on Monday, August 23, 2021 and 11:59:59 PM ET on Sunday, October 3, 2021. The promotion drawing will be held on or about Tuesday, October 5, 2021.
2. Eligible tickets will receive an entry based upon the ticket value. The higher the ticket value, the more entries the player will receive for this promotion. The chart below indicates the number of entries a player will receive based upon the single ticket value.

| <b><u>Ticket Value</u></b> | <b><u># of tickets</u></b> | <b><u># of entries</u></b> |
|----------------------------|----------------------------|----------------------------|
| \$6-\$11                   | 1                          | 1                          |
| \$12-\$17                  | 1                          | 5                          |
| \$18-\$23                  | 1                          | 10                         |
| \$24 & up                  | 1                          | 15                         |

3. Twenty (20) KLC semi-finalist prize winners for the “Powerball First Millionaire of the Year®” promotion will be drawn from all eligible entries. Each eligible KLC semi-finalist winner will also be entered into a drawing conducted by MUSL from all participating state lotteries for a chance to be one of Five (5) Celebrate@Home Grand Prize Finalists. One of the Five (5) Celebrate@Home Finalists will be drawn by MUSL to be the winner of the “Powerball First Millionaire of the Year®” promotion live on Dick Clark’s New Year’s Rockin’ Eve.
4. Each KLC semi-finalist winner will also be awarded the following prizes provided by the KLC (collectively the “Semi-Finalist prize package”): Each KLC Semi-Finalist prize package includes:
  - NYE Swag Bag (\$100 Retail Value)
  - \$300 Cash

- \$100 in Kentucky Lottery Coupons
  - \$100 in Bonus Bucks
5. Each participating state lottery will provide their eligible semi-finalist prize winners to MUSL to be entered into the Celebrate@Home Grand Prize drawing. Five (5) Celebrate@Home Grand Prize finalists will be selected from all participating states lotteries' eligible semi-finalist winners (there will be five (5) total finalists). The specific procedures and terms of the Celebrate@Home Grand Prize drawing will be determined by MUSL in its sole discretion.
  6. Each of the five (5) Celebrate@Home Grand Prize finalists will be awarded the following "Celebrate@Home prizes (collectively the "Grand Prize finalist prize package"). Each Grand Finalist Celebrate@Home prize package includes:
    - Cash prize in the amount of Ten Thousand Dollars (\$10,000)
    - Deluxe surf and turf dinner for eight (8) people from Omaha Steaks
    - 70" LED television (to watch the live broadcast of the Program), including a home theater sound system and installation
    - Premium 15.5" laptop computer plus 20 mega-pixel digital camera, on-camera microphone, 19" ringlight, laptop stand, and other accessories, including home set-up
    - Gift certificate to Party City in the amount of Five Hundred Dollars (\$500);
    - Premium beverage package from a retailer local to Winner, with a retail value of Five Hundred Dollars (\$500)
    - Top-tier Karaoke system; and
    - Two (2) gift bags, each with a retail value of at least Two Hundred Fifty Dollars (\$250).
    - Plus, an entry in the third annual Powerball® First Millionaire of the Year drawing for the \$1 Million Prize.

Each Celebrate@Home Grand Prize finalist prize package has an approximate retail value of Twenty Thousand Dollars (\$20,000). A complete Prize description and the Prize Terms and Conditions for each Celebrate@Home Grand prize finalist are provided in Addendum A and B to these Rules and incorporated fully herein by reference.

The five (5) Celebrate@Home Grand Prize finalists will be entered into the "Powerball First Millionaire of the Year®" promotion Grand Prize drawing to become "Powerball First Millionaire of the Year®" live on Dick Clark's New Year's Rockin' Eve. The "Powerball First Millionaire of the Year®" Grand Prize Drawing will be conducted by MUSL shortly after midnight on the Program Date during the live broadcast of the Program ("-\$1M prize"). The specific procedures and terms of the drawing for the \$1,000,000 prize will be determined by MUSL in its sole discretion and may include one (1) or more drawing rounds before the final drawing for the \$1,000,000 prize during the event. The "Powerball First Millionaire of the Year®" live on Dick Clark's New Year's Rockin' Eve winner must comply with all terms and condition imposed by MUSL and its partners in their sole discretion.

7. 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 a promotion.

8. Once logged in, a player will be able to submit an eligible ticket to enter this promotion.
9. Entries must be received by 11:59:59 PM ET on the last date to enter during the promotion.
10. 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.
11. 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.
12. 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:**

13. To be eligible for the promotion, players must first 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 enter a promotion. Fun Club accounts that are Opted Out or Manually Disabled are ineligible to enter or to win.
14. 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 pursuant to the Prize Terms and Conditions set forth in Addendum B below) and no one otherwise prohibited by KRS Chapter 154A from playing KLC games are eligible to participate in this promotion or win any prize. Employees, contractors, officers, directors of DCP Rights, LLC or American Broadcasting Companies, Inc., and each of their respective parent, subsidiary, and/or affiliated entities ("Program Parties") are not eligible to win the \$1,000,000 prize and become the "First Millionaire."
15. Entrants must have a valid U.S. address in order to register and participate.
16. 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 amount of tickets that may be entered weekly or daily.

17. 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.

**ODDS:**

18. Odds of being selected as a winner in the promotion will depend on the number of entries submitted for each drawing.

**SUBMITTING ENTRIES:**

19. 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.

20. 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.

21. 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.

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

23. The entry system will reject a ticket if it does not have a non-winning play.

24. 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.

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

26. A player can win only one Semi-Finalists prize. Players entering this promotion and the "Powerball First Millionaire of the Year<sup>®</sup>" iLottery Online Promotion can win only one Semi-Finalist Prize.

## **DRAWINGS:**

27. All drawing management services associated with this promotion for the twenty (20) winners in the Semi-finalist drawing will be conducted by the KLC. The Celebrate@Home Grand Prize finalists Drawing and The "Powerball First Millionaire of the Year<sup>®</sup>" Grand Prize Drawing will be conducted by MUSL according to specific procedures and terms in MUSL's sole discretion.
28. The Semi-finalist drawing will be conducted according to KLC drawing procedures.
29. At the semi-finalist drawing for the promotion, twenty (20) semi-finalist winners will be selected, followed by sixty (60) 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 prize winners but are selected in the event that the winner is disqualified, unable to claim the prize, or declines to accept. Once an eligible alternate is moved up to become a prize winner, his or her alternate status in the drawing will be voided.

## **PRIZE FULFILLMENT:**

30. A member of the KLC's Marketing Department will attempt to contact all KLC semi-finalist prize winners using the phone and email contact information provided in the winner's Fun Club profile at the time of the drawing. The KLC may take the following steps to contact each winner:
  1. Call both the primary and, if provided, the secondary phone number, and send an email to the winner as provided on the winner's Fun Club profile until winner has been reached by phone or email, or has been disqualified (continued attempts to contact by phone will not be made to numbers that have been disconnected or are no longer in use by winner);
31. If the KLC determines that dialogue with the winner has not been established by phone, email, or other means acceptable to the KLC, within five (5) business days following the date of KLC's initial attempted contact, the winner will be disqualified, and the prize will be awarded to the first eligible alternate selected.
32. The winners must claim their prize within five (5) business days following the date the KLC Marketing Department makes contact with the winner. The person whose name is on the entry must be the person who claims the 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 prize will be awarded only after the KLC receives the prize winner's accurate and complete Promotion Claim Form and required ID. If all required information is not received within five (5) business days, the prize will be forfeited and awarded to the first alternate selected in the drawing. This process will continue until a winner has claimed the prize or all alternates have been exhausted, whichever comes first. If all alternates have been exhausted the 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.*

33. If, prior to the expiration of the five (5) business days referenced in the preceding paragraph, a winner declines to accept and claim the prize by notifying a member of the KLC Marketing Department in writing via the winner's e-mail, the prize may be forfeited immediately upon receipt of the written notification and the first eligible alternate declared the winner.
34. The KLC or its designee will withhold federal, state and all applicable taxes, according to federal and state withholding requirements for any prizes won. Any taxes above the standard formulas are the responsibility of the winner. Prizes may be subject to set off of certain debts as required by law.
35. The prize is not transferable or assignable.
36. Fulfillment of the semi-finalist prize package will be handled by the KLC.
37. The KLC will provide the names of the twenty (20) eligible KLC semi-finalist winners to MUSL to conduct the Celebrate@Home Grand Prize finalists drawing. If a KLC semi-finalist is drawn as one of the Celebrate@Home Grand Prize finalists, they will be entered by MUSL into the "Powerball First Millionaire of the Year<sup>®</sup>" live on Dick Clark's New Year's Rockin' Eve drawing. These drawings are subject to the Prize Description and Prize Terms and Conditions in Addendum A and B below, and all drawing procedures will be conducted according to MUSL in their sole discretion. All Celebrate@Home Grand Prize finalists and the "Powerball First Millionaire of the Year<sup>®</sup>" winner agree to be bound by the rules, regulations, and terms and conditions of MUSL and its partners.

**ADDITIONAL CONDITIONS:**

38. 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.
39. All semi-finalist winners 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 prizes are subject to rules and regulations of the KLC and the laws of the Commonwealth of Kentucky, and the prize descriptions, prize terms and conditions, and all rules and regulations of MUSL And its promotional partners.

40. By entering this promotion, the player acknowledges and agrees that the KLC, MUSL, and their promotional partners and DCP Rights, LLC may use and release the player's name, city/state and likeness (photograph) to the public, without limitation and without compensation.
41. By entering this promotion and accepting the prize, each 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, MUSL, DCP Rights, LLC, American Broadcasting Companies, Inc., and their 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.
42. 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 prizes awarded during a 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.
43. 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 prize, with the approval of the KLC's President & CEO or her designee from the Executive Management group.
44. The KLC reserves the right to substitute prizes of equivalent value.
45. 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.
46. 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 her 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.
47. This promotion is void where prohibited by law.

## Addendum A

### POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2021-22)

#### PRIZE TERMS AND CONDITIONS

Winner must agree to (i) participate and appear in the Program via remote video transmission from his/her residence or another local location to be determined by Prize Provider in its sole discretion, subject to executing an appearance release, clearing a background check, and complying 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"); OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in Winner's place, subject to the proxy's 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 Prize. If Winner elects to appoint a proxy, he/she must do so no later than **November 19, 2021**.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to 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 appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) to appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's place.

- If Winner appoints a proxy (or has a proxy appointed), Winner will still receive all elements of the Prize (unless Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize. Winner may only transfer the 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 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 Prize.

While Winner is not obligated to host or have a New Year's Eve party ("NYE Party") at his/her residence using the elements of the Prize, Winner (or his/her proxy) shall cooperate and/or participate in the production and live broadcast of the Program on December 31, 2021, if and as determined by Prize Provider. Winner (or his/her proxy) agrees to provide Prize Provider (or its designees) with reasonable access to his/her residence (or a designated friend or family member's residence, subject to Prize Provider's approval and Production Requirements) for the production and broadcast of the Program, both prior to and on December 31, 2021, to participate in rehearsal(s) on or about December 30, 2021, if required, and to execute (or facilitate the execution of) a customary location agreement, if and as required by Prize Provider. Prize Provider reserves the right to arrange (at its sole cost and expense) a NYE Party at another location within one hundred (100) miles of Winner's residence where Winner (or his/her proxy), household members, and subject to the Production Requirements, a designated number of guests may participate and appear in the production and broadcast of the Program. In such event, Prize Provider will provide the location, transportation, food, beverage, and other production elements for the NYE Party separately and in addition to the Prize, the elements of which will remain available for Winner's use in his/her discretion at another time. Household members and if applicable, guests celebrating with Winner on December 31, 2021, whether at Winner's residence or other location, will be required to satisfy



Provider's Production Requirements. In connection with any NYE Party, whether at Winner's residence or other location, Winner, household members, and guests must 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 and if applicable, the rules and regulations of the venue where the NYE Party may be held.

Prize Provider shall determine, in its sole discretion, the specific merchandise models, items, vendors, and/or retailers for all elements of the Prize and reserves the right to substitute (i) any portion or elements of the Prize for a prize of comparable or greater value; and/or (ii) any specified brand, vendor, or retailer for one of comparable quality. Elements of the Prize are subject to availability, may vary based on Winner's location, and may be fulfilled by third-party companies and/or vendors.

Except as set forth above or otherwise in Prize Provider's sole discretion, no exchanges, substitution, cash redemption, assignment, or transfer of the Prize or any elements thereof is permitted. Any rejected, unused, and/or undeliverable elements of the Prize will be forfeited, will not be redeemable for cash, and may not reduce the value of the Prize for tax purposes.

All gift cards, stored-value cards or certificates, store cards, merchant cards, vouchers for services or goods, and gift certificates or similar instruments that are included in and provided as part of the Prize ("Gift Cards") and the redemption thereof are subject to terms, conditions, and restrictions, including any expiration dates, set by the merchant or issuer of the applicable Gift Cards. See each Gift Card for applicable terms, conditions, and restrictions. Gift Cards are not redeemable for cash or exchangeable for any other prize. Except as required by law, the Gift Cards cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. Prize Provider is not responsible for any Gift Cards that are lost, stolen, destroyed, or used without permission, and any Gift Cards that are lost, stolen, destroyed, or used without permission will not be replaced. Failure to respond and/or execute and return required releases and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment (including any installation) of any element of the Prize may result in forfeiture of the 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 Prize to an alternate recipient as it may determine in its sole discretion.

PRIZE PROVIDER 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 (INCLUDING SHIPPING AND HANDLING), INSTALLATION, OPERATION, LOSS, USE, OR MISUSE OF THE PRIZE AND/OR ANY ELEMENT THEREOF. PRIZE PROVIDER DOES NOT MAKE, 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 PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. All other costs and expenses related to acceptance and use of any element of the Prize not specified herein as being provided are the sole responsibility of Winner, including, without limitation, any fees, costs, and/or taxes for broadcast, cable, and/or satellite television, broadband, internet, and/or wireless services and/or access.

## **Addendum B**

### **POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2021-22) CELEBRATE@HOME PRIZE DESCRIPTION**

The "Celebrate@Home" New Year's Eve party package ("Prize") will provide the recipient ("Winner") with all of the necessities and more to throw an epic New Year's Eve celebration at home and to participate remotely as one (1) of five (5) finalists in the Powerball First Millionaire of the Year drawing for \$1 Million ("\$1 Million Prize") to be conducted shortly after midnight on January 1, 2022, during the live television broadcast of *Dick Clark's New Year's Rockin' Eve* on ABC ("Program"). The Prize shall include the following elements:

- Cash prize in the amount of Ten Thousand Dollars (\$10,000);
  
- Deluxe surf and turf dinner for eight (8) people from Omaha Steaks;
  
- 70" LED television (to watch the live broadcast of the Program), including a home theater sound system and installation;
  
- Premium 15.5" laptop computer plus 20 mega-pixel digital camera, on-camera microphone, 19" ringlight, laptop stand, and other accessories, including home set-up
  
- Gift certificate to Party City in the amount of Five Hundred Dollars (\$500);
  
- Premium beverage package from a retailer local to Winner, with a retail value of Five Hundred Dollars (\$500);
  
- Top-tier Karaoke system; and
  
- Two (2) gift bags, each with a retail value of at least Two Hundred Fifty Dollars (\$250).
  
- Plus, an entry in the third annual Powerball First Millionaire of the Year drawing for the \$1 Million Prize.

Each Prize has an approximate retail value of Twenty Thousand Dollars (\$20,000).

Winner shall not be obligated to host or have a New Year's Eve celebration at his/her residence to participate in the drawing for, and to remain eligible to win, the \$1 Million Prize. However, Winner must agree to (i) participate and appear in the Program via remote video transmission from his/her residence or another local location to be determined by the provider of the Prize ("Prize Provider") in its sole discretion, subject to a background check, execution of an appearance release, and 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"); OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in place of Winner, subject to the proxy's satisfying the Production Requirements. In such event, Winner

will still receive all elements of the Prize (unless Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize.

- If Winner appoints a proxy, the proxy must also satisfy the Production Requirements in order to 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 appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) to appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's place.

- For the avoidance of doubt, Winner's eligibility to participate in the Program and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to satisfy the Production Requirements and/or by any information obtained pursuant to a background check, but those failures may affect the nature of Winner's 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 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 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.