

## Kentucky Lottery Corporation

### Powerball® First Millionaire of the Year Promotion iLottery Online Promotion

#### Statewide iLottery Online Second Chance Promotion

#### Rules & Regulations

#### GENERAL:

1. The Kentucky Lottery Corporation (KLC) plans to conduct a **Powerball® First Millionaire of the Year** iLottery Online promotion with Powerball® (with or without Power Play®) played online under the provisions provided in these rules and regulations.
2. The promotional period will take place from 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.
3. Players are eligible to receive one (1) entry each day of the promotion when the player has purchased at least six dollars (\$6.00) in Powerball® (with or without Power Play®) online. The minimum purchase necessary to qualify for entry is a total of six dollars (\$6.00) within a calendar day from 12:00:00 AM - 11:59:59 PM. Players with a qualifying Powerball® purchase of at least six dollars (\$6.00) will automatically be entered into the promotion.
  - A maximum of forty-two (42) entries, one per day, are possible during this promotion.
4. The KLC will draw five (5) iLottery semi-finalists 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
5. The five (5) iLottery 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").
6. 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.
7. 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).

8. One drawing will be conducted and five (5) semi-finalist winners **with fifteen (15) alternates will be selected.**
9. This promotion is only available at play.kylottery.com. Tickets purchased at retail are eligible for a separate promotion; see retail rules for "**Powerball® First Millionaire of the Year Promotion**" <https://www.kylottery.com/apps/funclub/terms.html>.
10. Player's funding transactions are subject to a player's Fun Club account balance and deposit limits.
11. All deposited funds must be spent on KLC games purchased via the Internet and cannot be withdrawn.
12. Qualifying plays must be completed by 11:59:59 PM ET on Sunday, October 1, 2023 to be eligible for the drawing on or about Tuesday, October 3, 2023.
13. Failure to provide accurate information could disqualify a player whose entry is selected as a winner for this promotion. A player shall be considered ineligible if the KLC determines that a player does not meet all player eligibility requirements or provided false information.
14. The KLC assumes no responsibility for incorrect information provided by a player on the Fun Club registration form. After completing the registration, a player is responsible for updating account information as needed by logging in and going to his or her account profile page.
15. A player may have no more than one (1) account. A player is not permitted to create additional accounts if 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:**

16. 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.
17. To play internet-based lottery games, players must be at least 18 years old, have a valid US address, be physically located within the boundaries of Kentucky, and otherwise be in compliance with the iLottery Terms of Use.
18. No one otherwise prohibited by KRS Chapter 154A from playing KLC games are eligible to participate in this promotion or win any prize.

**ODDS:**

19. Odds of being selected as a winner in the promotion will depend on the number of eligible entries that take place during the promotional period.

**SUBMITTING ENTRIES:**

20. Players with a qualifying play during the promotional period will be automatically entered into the promotion.
21. Players will receive one (1) entry for each qualifying play as described in **Item 3**.
22. By playing qualifying Powerball® (with or without Power Play®) game(s) during the promotional period, the players agree to these rules and regulations, the rules and regulations for the iLottery purchase of Online and Instant Games, and the Fun Club and iLottery Terms of Use, and the Online and Instant Play Game rules and regulations for the qualify game(s).
23. Players entering this promotion and the retail “**Powerball® First Millionaire of the Year Promotion**” promotion can win only one Semi-Finalist Prize. If a player has been chosen as the winner of the retail “**Powerball® First Millionaire of the Year Promotion**” promotion and the player is subsequently also selected as the winner of this online promotion, the player will be disqualified from this online promotion and the first alternate will be selected as the winner.

**KLC SEMI-FINALIST PRIZE DRAWING:**

24. All drawing management services associated with this promotion for the five (5) Semi-finalist winners will be conducted by the KLC. The **Powerball® First Millionaire of the Year Promotion** Drawings will be conducted by MUSL according to MUSL specific terms and procedures in MUSL’s sole discretion.
25. At the conclusion of the promotional period, the KLC will run an IGT system-generated report utilizing the criteria set forth for this promotion.
26. The Semi-finalists drawing will be conducted according to KLC drawing procedures.
27. During the drawing, alternates will be selected as noted in **Item 8**. 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 if a 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.

#### **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 iLottery Department will attempt to contact the winners using the phone and email contact information provided in the winner's Fun Club profile at the time of the drawings. The KLC may take the following steps to contact the winner:
  - Call both the primary and, if provided, the secondary phone number provided on the profile until winner has been reached by phone 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);
  - If the KLC does not reach the winner by phone, the KLC will immediately send the winner an email.
30. If the KLC determines that dialogue with the winner has not been established by phone, email, or other means acceptable to the KLC, within three (3) business days following the date of the KLC's initial attempted contact, the winner will be disqualified, and the prize will be awarded to the first eligible alternate selected. 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(s) will not be awarded.
31. A winner must respond within three (3) business days following the date of contact by the iLottery Department. The person to whom the Fun Club account belongs must be the person who claims the prize. The 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 iLottery 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 and contact has not been made within three (3) 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(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 iLottery 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 iLottery Department.*

32. If, prior to the expiration of the three (3) business days referenced in the preceding paragraph, a winner declines to accept and claim the prize by notifying a member of the iLottery 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.
33. 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.
34. The prize 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.
36. Fulfillment of the prize will be handled by the KLC and MUSL. If a KLC semi-finalist is drawn as one of the four finalists, winner and guest are subject to the Trip Prize Terms and Conditions.
37. The KLC will provide the names of the five (5) eligible KLC semi-finalist winners to MUSL to conduct the Powerball First Millionaire of the Year® Grand Prize Drawing. If a KLC semi-finalist is drawn as one of the Powerball First Millionaire of the Year® Grand Prize finalists, they will be entered by MUSL into the Powerball First Millionaire of the Year® Grand Prize Experience. These drawings are subject to the Prize Description and Prize Terms and Conditions, and all drawing procedures will be conducted according to MUSL in their sole discretion. All Powerball First Millionaire of the Year® Semi-finalist Drawings and Powerball First Millionaire of the Year® Grand Prize Drawing winners agree to be bound by the rules, regulations, and terms and conditions of MUSL and its partners.

#### **FULFILLMENT OF BONUS BUCKS**

38. 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**

39. 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.
40. 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.
41. 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.
42. **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 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.
43. **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.
44. **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.
45. **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.

46. 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:**

47. 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 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.
48. 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.
49. By entering this promotion, the player acknowledges and agrees that the KLC, MUSL, and their promotional partners may use and release the player's name, city/state and likeness (photograph) to the public, without limitation and without compensation.
50. 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, the Released Parties, 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.
51. 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.
52. The KLC is not responsible for any issues with prize fulfillment caused by Released Parties or their representatives or agents. Nor is the KLC responsible for circumstances including, but not limited to event cancellation, venue or activity substitutions, or modifications to any other prize elements that are out of the KLC's control.

53. 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 appropriate designee from the Executive Management group.
54. The KLC reserves the right to substitute prizes of equivalent value.
55. 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.
56. In the event of any circumstances or interpretation of any matter in these rules, whether contemplated or not contemplated, the decision of the 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.
57. This promotion is void where prohibited by law.