

**KENTUCKY LOTTERY CORPORATION**  
**Powerball® First Millionaire of the Year 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 Powerball® tickets under the provisions provided in these rules and regulations. 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, July 18, 2022 until 11:59:59 PM ET on Sunday, August 28, 2022.
2. The promotional period will take place from 12:00:00 AM ET on Monday, July 18, 2022, until 11:59:59 PM ET on Sunday, August 28, 2022, (“Promotion Period”) with the prize drawing on Thursday, September 1, 2022.
3. 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.

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

4. One (1) prize winner (“Trip Winner”) will be awarded the following prize (“Grand Prize Trip”) provided by DCP Rights, LLC (“Producer”).

**The Grand Trip Prize includes:**

- A four (4) day, three (3) night VIP trip for two (2) to New York City, NY (“NYC”) from December 29, 2022, to January 1, 2023.
- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest winner’s city to NYC (if winner traveling from within 250 miles of NYC, ground transportation to be substituted).
- Three (3) nights’ hotel accommodations at a Times Square hotel in NYC (double occupancy, room and tax only). Winner or guest must be at least eighteen (18) years of age to check into hotel and must have a credit card available for incidentals.
- Two (2) tickets to a Welcome Dinner at a venue to be selected by Producer on December 29, 2022.
- Two (2) tickets for an exclusive entertainment experience to be determined by Producer (e.g., Broadway show, holiday dinner cruise on the Hudson River, etc.) on December 30, 2022.

- Two (2) tickets for an exclusive New Year's Eve dinner and party with other winners of Second Chance Prizes on December 31, 2022 ("Program Date").
- Two (2) gift bags, each with a retail value of at least Three Hundred and Fifty Dollars (\$350).
- All designated meals while in NYC (breakfast, lunch, dinner), including the Welcome Dinner on December 29, 2022 and the NYE dinner on the Program Date.
- Spending money in the amount of One Thousand Dollars (\$1,000) (in the form of a pre-loaded card).
- Ground Transportation to and from airports, hotel and activities while in NYC.
- Trip Winner will receive an additional One Thousand Dollars (\$1,000) provided by KLC for trip incidentals.
- Approximate Retail Value of the Grand Trip Prize: Twenty Thousand Dollars (\$20,000). Not valid for cash or cash equivalent.

**"Powerball First Millionaire of the Year" Broadcast:**

- The Trip Winner who travels to NYC may also have the opportunity to participate in the recording and production of portions of the "Powerball First Millionaire of the Year" segments incorporated in the television broadcast of *Dick Clark's New Year's Rockin' Eve* ("Program") produced by Producer, subject to signing all required releases and consenting to background checks required by Producer in its sole discretion.

**"Powerball First Millionaire of the Year" Drawing:**

- Trip Winner will also be eligible to participate in an additional drawing for a prize in the amount of One Million Dollars (\$1,000,000) ("1M Prize"). The drawing for the \$1M Prize will be conducted by the Multi-State Lottery Association ("MUSL") shortly after midnight on January 1, 2023 during the broadcast of the Program ("1M Prize"). The participant pool for the \$1M Prize drawing will include Trip Winner and one (1) finalist from each lottery jurisdiction participating in the Promotion. The specific procedures and terms of the drawing for the \$1M 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 \$1M Prize during the Program.

5. 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 or to win the Grand Trip 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. An entrant must be at least eighteen (18) years of age to participate. If Trip Winner is under the age of twenty-one (21) years old, Trip Winner’s guest (“Guest”) must be at least the age of majority in Guest’s state of residence. If Trip Winner is 21 years or older, Guest may be a minor but at least 13 years old as of the date of travel if the Trip Winner is Guest’s parent or legal guardian. No one under 18 years of age (except to participate as a guest subject to the conditions stated above) and no one otherwise prohibited by KRS Chapter 154A from playing KLC games are eligible to participate in this Promotion or win the Grand Trip Prize (except to participate as a guest subject to the conditions stated above). Employees, contractors, officers, directors of Producer, MUSL, or American Broadcasting Companies, Inc., and each of their respective parent, subsidiary, and/or affiliated entities (“Program Parties”) are not eligible to win the \$1M Prize and become the “Powerball First Millionaire of the Year.”

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 Trip 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 Trip Prize will be conducted by the KLC. All drawing management services associated with the \$1M Prize will be conducted by MUSL.

24. The drawing for the Trip Winner 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 \$1M Prize will be conducted by MUSL in its sole discretion.

25. At the drawing for the Grand Trip Prize, one (1) potential Trip 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 prize winners but are selected if the Trip Winner is disqualified, unable to claim the Grand Trip Prize, or declines to accept. Once an eligible alternate is moved up to become the Trip Winner, his or her alternate status in the drawing will be voided.

#### **PRIZE FULFILLMENT:**

26. A member of the KLC’s Marketing Department will attempt to contact the Trip Winner using the phone and email contact information provided in the potential Trip Winner’s Fun Club profile at the time of the drawings. The KLC may take the following steps to contact the potential Trip Winner:

- Call both the primary and, if provided, the secondary phone number provided on the profile until the potential Trip 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 the potential Trip Winner);
- If the KLC has not reached the potential Trip Winner by phone in twenty-four (24) hours following the initial attempted contact, the KLC will send the potential Trip Winner an email.

27. If the KLC determines that dialogue with the potential Trip 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 Trip Winner will be disqualified and the Grand Trip Prize will be awarded to the first eligible alternate selected.

28. The Trip Winner must claim the Grand Trip Prize within five (5) business days following the date the KLC Marketing Department makes contact with the Trip Winner. The person whose name is on the entry must be the person who claims the Grand Trip Prize. The Trip 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 Trip Prize will be awarded only after the KLC receives the Trip Winner's required accurate and complete information. If all required information is not received within five (5) business days, the Grand Trip Prize will be forfeited and awarded to the first alternate selected in the drawing. This process will continue until a potential Trip Winner has claimed the Grand Trip Prize or all alternates have been exhausted, whichever comes first. If all alternates have been exhausted, the Grand Trip 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 Trip Winner declines to accept and claim the Grand Trip Prize by notifying a member of the KLC Marketing Department in writing via the potential Trip Winner's e-mail, the Grand Trip Prize may be forfeited immediately upon receipt of the written notification and the first eligible alternate declared the Trip 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 Trip Winner. Prizes may be subject to set off of certain debts as required by law.

31. The \$1M Prize is not transferable or assignable except as specified in these Rules and Regulations.

32. Fulfillment of the Grand Trip Prize will be handled by the KLC and Producer. If Trip Winner is the winner of the \$1M Prize, MUSL will provide the \$1,000,000 to the KLC to fulfill for the Trip Winner.

## TRAVEL PRIZE TERMS AND CONDITIONS:

33. The Trip Winner and Guest are subject to Producer's Travel Prize Terms and Conditions.

34. Trip Winner must travel on or about December 29, 2022, and January 1, 2023, to participate in the Grand Trip Prize. If Winner resides fewer than two hundred fifty (250) miles from New York City, NY, Producer, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation. Trip 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 Trip Prize not specifically included in the description of the Grand 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 Trip Winner and Guest. Trip 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 Trip 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 Trip Prize (individually/collectively, "Event(s)") may be subject to change. Producer is not responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, and in such event, Producer's only obligation is to award the other elements of the Grand Trip Prize. No compensation will be paid in lieu of any cancelled Event or any other element of the Grand Trip Prize.

37. In order to participate in the Grand Trip Prize, Trip Winner must execute all releases and forms required by Producer, 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 Producer laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"). Trip Winner may appoint a proxy (or have a proxy appointed) to participate in the Grand Trip Prize and/or appear in the broadcast of the Program, subject to the proxy's satisfying the Production Requirements. Trip Winner must execute and return all required documentation within five (5) days of Trip Winner's receipt (or such shorter period as Producer'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 Grand Trip Prize. If Trip Winner elects to appoint a proxy, he/she must do so on or before November 18, 2022.

- If Trip Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to participate in the Grand Trip Prize and/or participate in the broadcast of the Program. In the event that Trip Winner's designated proxy does not satisfy the Production Requirements, Producer reserves the right, in its sole discretion, either to (i) allow Trip Winner to appoint another proxy to participate in the Grand Trip Prize and/or appear in the Program in Trip Winner's place (subject to Producer's production schedule and deadlines and satisfying the Production Requirements); or (ii) appoint another proxy (selected by Producer) to appear in the Program in Trip Winner's (or proxy's) place.

- If Trip Winner appoints a proxy (or has a proxy appointed), Trip Winner will still remain eligible to win the \$1M Prize. Trip Winner may only transfer the Grand Trip Prize (excluding eligibility for the \$1M Prize drawing) in its entirety one (1) time to a proxy.
- Producer reserves the right to appoint a proxy to appear and participate in the broadcast of the Program for Trip Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Trip Winner's eligibility for the \$1M Prize or receipt of the Grand Trip Prize.

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

39. Trip Winner and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Trip Winner acknowledges that if Trip 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, Trip Winner and/or Guest may be removed from the venue or denied entry (as determined by Producer its designee(s) in their sole and absolute discretion). By accepting any ticketed portion of the Grand Trip Prize, Trip 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 Trip Prize or any elements thereof is permitted. Any unused elements of the Grand 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 Trip Winner misses his or her flight for any reason, reasonable efforts will be used to reschedule the flight at Trip Winner's expense. If the flight is not able to be rescheduled in a reasonable time for Trip Winner's participation in the Events, (i) Trip Winner shall forfeit and not participate in the travel portion of the Grand Trip Prize, including the Events; (ii) Trip Winner will still receive the Two Thousand Dollars (\$2,000) of spending money portion of the Grand Trip Prize and the two (2) Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Trip Winner will remain eligible for the \$1M Prize drawing.
- If Trip Winner is unable to travel in connection with the Grand Trip Prize for any reason after tickets have been booked, (i) Trip Winner shall forfeit and not participate in the travel portion of the Grand Trip Prize, including the Events; (ii) Trip Winner will still receive the Two Thousand Dollars (\$2,000) of spending money portion of the Grand Trip Prize and the two (2) Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Trip Winner will remain eligible for the \$1M Prize drawing.
- If Trip Winner fails to attend the Event at which the \$1M Prize drawing occurs, Trip Winner will remain eligible for the \$1M Prize drawing.

In any of the foregoing events, a proxy may be appointed by Producer to accept the \$1M Prize on Trip Winner's behalf at the time of the drawing; however, in such event, Trip Winner will still receive the \$1M Prize (less any tax withholdings and outstanding debt setoff, if applicable).

41. If Trip Winner accepts the Grand Trip Prize but does not elect to take a guest, or whose Guest, for any reason, does not actually take the trip, Trip Winner is still subject to the full amount of any taxes due on the total value of the Grand Trip 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 Trip Prize may result in forfeiture of the Grand Trip Prize or the applicable element thereof, as Producer may determine in its sole discretion. If forfeited for any reason, Trip Winner will not receive any other prize substitution or compensation of any kind, and Producer may award the Grand Trip Prize to an alternate recipient as it may determine in its sole discretion. If the Grand Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Producer restrictions, regulations, guidelines, or risk assessments, Producer reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Producer in its sole discretion.

43. PRODUCER 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 TRIP PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1M Prize. PRODUCER 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 TRIP PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE GRAND TRIP 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 Trip 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 Trip 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 Trip 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 Trip Prize.

47. By entering this Promotion, the player acknowledges and agrees that the KLC and Producer 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 Trip Prize, the Trip 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 Trip 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 Trip 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, 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 Trip Prize, 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.