



**NEW YORK LOTTERY
PROMOTION
OFFICIAL GUIDELINES-FINAL 8/31/2020**

Promotion Name	Collect 'N Win New Year's Rockin' Eve
Promotion Period	9/1/2020 – 10/5/2020
Game	Numbers, Win4, Powerball, Mega Millions, Lotto, Take5, Cash4Life, Quick Draw or Pick10
Promotion Number	2020-12

1. GENERAL OVERVIEW

a. Promotion Name

New York Lottery Collect 'N Win New Year's Rockin' Eve

b. How it shall work

The New York State Gaming Commission (“the Commission”), operator of the New York Lottery (“New York Lottery”), shall run a Collect 'N Win New Year's Rockin' Eve Promotion between September 1, 2020 and October 5, 2020 (“the Promotion”). Players may enter by purchasing an eligible New York Lottery Numbers, Win4, Powerball, Mega Millions, Lotto, Take5, Cash4Life, Quick Draw or Pick10 draw game ticket with a value of 50 cents or more (See 2.d. Eligibility Requirements) during the promotional period. Players enter the Promotion by downloading the Collect 'N Win mobile application (“app”) available at the iTunes® Store for iOS or for Android devices by visiting nycollectnwin.com or nylottery.ny.gov and register by entering all required player information (name, address, e-mail address, birthdate & phone number) and scanning or entering the barcode number from eligible tickets. For each 50 cents spent on an eligible New York Lottery draw game ticket that is scanned or entered into the Promotion, the Collect 'N Win system shall generate randomly one entry into one of five Semi-finalist Drawings based on entry date, for a chance to be entered into the Finalist Drawing. The Finalist Drawing shall award to each Finalist Drawing winner a Grand Prize valued at \$30,000), a choice between a Trip Prize and a Party Prize as defined in section 2.e. Prize Description and Method of Award, and an entry into the “\$1 Million Prize Drawing” for one \$1 million prize to be drawn during the live broadcast of the “Dick Clark’s New Year's Rockin' Eve” television program airing on December 31, 2020 to January 1, 2021.

2. PROMOTION DETAIL

a. Game Tickets Qualifying for Promotion

Any non-cashed, non-canceled draw game ticket purchased for 50 cents or greater through a sales agent licensed to sell New York Lottery products or at a New York Lottery Customer Service Center during the promotional period (as defined below) constitutes an eligible ticket for this Promotion.

b. Promotional Period - Effective Date(s)/Draws Eligible

The Promotion shall receive Semi-finalist entries from Tuesday, September 1, 2020 at 12:00:00 AM ET through Monday, October 5, 2020 at 11:59:59 PM ET and ends with a Finalist Drawing to be held on November 5, 2020. This entry period constitutes “the promotional period”.

Qualifying entries shall be selected at random from each drawing held in connection with the Promotion to be considered as outlined within 2.e. Prize Description and Method of Award, below, following the schedules below:

Semi-finalist Drawings Schedule

Draw #	Entries Received Start Date	Entries Received End Date (Deadline)	Draw Date*
1	September 1, 2020 at 12:00:00 AM (ET)	September 7, 2020 at 11:59:59 PM (ET)	September 8, 2020
2	September 8, 2020 at 12:00:00 AM (ET)	September 14, 2020 at 11:59:59 PM (ET)	September 15, 2020
3	September 15, 2020 at 12:00:00 AM (ET)	September 21, 2020 at 11:59:59 PM (ET)	September 22, 2020
4	September 22, 2020 at 12:00:00 AM (ET)	September 28 at 11:59:59 PM (ET)	September 29, 2020
5	September 29, 2020 at 12:00:00 AM (ET)	October 5, 2020 at 11:59:59 PM (ET)	October 6, 2020

Each entrant may win only one Semi-finalist entry during the promotional period. Entries that do not win a Semi-finalist entry for that drawing shall not be carried over to any future drawings. Qualifying Semi-finalist entries shall be carried over into the Finalist Drawing.

Finalist Drawing Schedule

Draw #	Draw Date*
1	November 5, 2020

*Drawings shall be conducted on or about the draw dates indicated on the schedule.

c. Method of Entry and Process

Players enter the Promotion by downloading the mobile app available at the iTunes® Store for iOS or for Android devices by visiting nycollectnwin.com or via nylottery.ny.gov. An entrant must register for a free Collect 'N Win account or log in using existing New York Lottery account credentials and complete the entry form. Once signed in, the player must enter the eighteen (18) digit ticket number found above the barcode on the front of a qualifying draw game ticket.

d. Eligibility Requirements

Valid draw game tickets that meet the criteria in 2.a. Game Tickets Qualifying Promotion, and that were purchased during the promotional period, shall be eligible tickets for this Promotion; provided, however, that stolen tickets, tickets that fail to pass required validation tests of the Commission and tickets whose numbers are entered in error are void and ineligible for consideration as a component of play for this Promotion.

- (i) Each registered player shall receive one (1) entry into the drawing for every 50 cents on a qualifying draw game ticket captured during the promotional period.
- (ii) An entry shall be captured in either of two (2) ways:
 - via the Collect 'N Win mobile app by scanning the barcode of eligible tickets, or
 - by manually entering the eighteen (18) digit ticket number (excluding dashes or spaces) found above the barcode on the front of the eligible ticket via the Collect 'N Win mobile app or the Collect 'N Win website (nycollectnwin.com).

The number of entries awarded shall be displayed on the screen upon successful entry.

- (iii) For each player account, the total purchase value of eligible tickets entered shall not exceed \$20 per day. A day, for purposes of this provision, is defined as the period beginning at 12:00:00 AM ET on a calendar day and ending at 11:59:59 PM ET on the same calendar day.

- (iv) Each eligible game ticket shall only be entered in the Promotion one (1) time.
- (v) Each entrant in the Promotion may win only one Semi-finalist entry.
- (vi) Entries in the promotional period shall not be carried over into any subsequent entry or promotional period for any other promotion.
- (vii) Players are not required to retain the ticket entered for verification.
- (viii) Mail-in entries shall not be accepted for entry in the Promotion and shall not be returned to the sender.
- (ix) If a dispute arises over the origination of the qualifying entry in the Promotion, the registered owner of the email account shall be the official entrant.

e. Prize Description and Method of Award

Random Selection of Entries in Drawings: Entries for the drawing awards shall be selected from the pool of eligible drawing entries (See the drawing schedule in 2(b) Promotional Period - Effective Date(s)/Draws Eligible, above). The drawings shall be conducted by a third party utilizing a random drawing generator and overseen by an independent auditor to ensure official drawing procedures are followed. Any winner who has been determined by the Commission to have violated any of the Promotion Official Guidelines shall be disqualified.

EACH SEMI-FINALIST DRAWING SHALL AWARD:	TOTAL NUMBER AWARDED
TEN (10) SEMI-FINALISTS: EACH SEMI-FINALIST SELECTED SHALL RECEIVE SCRATCH-OFF TICKETS (\$100 VALUE), MERCHANDISE (\$50 APPROXIMATE RETAIL VALUE) AND ONE (1) ENTRY INTO THE FINALIST DRAWING	FIFTY (50)

Each eligible Semi-finalist shall receive New York Lottery scratch-off tickets (\$100 value), merchandise (\$50 value) and one entry to be included in the Finalist Drawing for a chance to win a Grand Prize.

Alternate drawing entries of fifty (50) eligible entries shall be drawn randomly from the remaining pool of eligible entries and held in reserve in an alternate list (“Alternate List”) in case any of the drawing entries do not meet the required criteria to qualify as a winner. Entries drawn to the Alternate List also shall be used in the event that any entry drawn is deemed ineligible or a drawn winner fails to return a New York Lottery Winner Claim Form (“claim form”) within the time specified if applicable.

THE FINALIST DRAWING SHALL AWARD:	TOTAL NUMBER AWARDED***
FIVE (5) FINALISTS: EACH FINALIST SHALL RECEIVE A GRAND PRIZE OF \$30,000**, EITHER A TRIP PRIZE OR A PARTY PRIZE (AS DEFINED BELOW), AND ONE (1) ENTRY INTO A \$1 MILLION PRIZE DRAWING.	FIVE (5)

**Approximate retail value including Federal and New York State taxes.

***Five (5) eligible entries shall be selected by the Multi-State Lottery Association (“MUSL”) from approximately 700-800 Semi-finalists generated by participating lotteries including the Commission’s New York Lottery. The random drawing will be conducted and awarded by MUSL.

Each Finalist shall also receive his or her choice of the following two (2) options:

OPTION 1- TRIP PRIZE:

An all-expense paid VIP trip for two to participate in the second annual Powerball First Millionaire of the Year \$1 Million Prize Drawing during the live broadcast of the “Dick Clark’s New Year’s Rockin’ Eve” television program including:

- Round-trip, first-class airline transportation for two (2) people from a major airport nearest Winner’s home to New York, NY (if within 250 miles of New York City, rail or ground transportation to be substituted);

- Three (3 consecutive nights of hotel accommodations at the Crowne Plaza Times Square Manhattan hotel (or such other similar comparable hotel as the Prize Provider may determine) in New York City (double occupancy, room and tax only);
- Welcome dinner on 12/29/2020;
- Exclusive daytime entertainment experience on 12/30/2020;
- Special holiday dinner on 12/30/2020;
- Two (2) tickets for an exclusive New Year's Eve dinner with other trip winners;
- Two (2) gift bags, each with a retail value of at least Two Hundred Fifty Dollars (\$250);
- Meals (breakfast & lunch) while in New York City;
- Spending money in the amount of one thousand dollars (\$1,000) in the form of a pre-loaded gift card;
- Ground transportation to and from airports, hotel, and activities in New York City.

OR

OPTION 2 – PARTY PRIZE

An At-Home New Year's Eve party package including:

- \$12,500 cash prize;
- Deluxe surf and turf dinner for eight (8) from Omaha Steaks;
- 70" LED TV Surround Sound System to watch "Dick Clark's New Year's Rockin' Eve" and home theater surround sound system and installation;
- Top-tier karaoke system;
- \$500 gift certificate to Party City;
- Time-Life DVD or CD Collection;
- Two (2) gift bags, each with contents of a retail value of at least Two Hundred Fifty Dollars (\$250);
- \$250 premium beverage package (retailer to be determined based on location);
- Plus, a chance to participate remotely in the Powerball First Millionaire of the Year \$1 Million Prize Drawing during the live broadcast of the "Dick Clark's New Year's Rockin' Eve" television show.

Each Finalist shall have until 11/20/20 to make his or her selection of the Trip Prize or Party Prize. DCP Rights, LLC (the "Prize Provider") shall be responsible for coordinating all travel/prizing directly with a Finalist. Finalists ("Trip Winner" or "Party Winner") shall be subject to terms and conditions of the Prize Provider as outlined below.

BACKGROUND CHECKS AND APPEARANCE RELEASES

By submitting an entry, an entrant agrees that he or she is subject to certain requirements of Prize Provider. Each Finalist and designated proxy or guest shall sign an appearance release and undergo a background check conducted by Prize Provider to determine suitability for participation in promotion events. Suitability determinations shall be made by Prize Provider at its sole discretion.

If information revealed through a background check raises concerns about the participation of a Finalist or a Finalist's proxy or guest in promotion events, Prize Provider reserves the right, in its sole discretion, to either (i) allow the Finalist to appoint another proxy to participate in promotion events (subject to background clearance and Prize Provider's deadlines); or (ii) to appoint another proxy (selected by Prize Provider) to participate in promotion events and appear in the "Dick Clark New Year's Rockin' Eve" television program (the "Program").

TRIP PRIZE TERMS

Trip Winner must notify Prize Provider of his or her election to receive the Trip Prize no later than November 20, 2020, in accordance with the instructions provided by Prize Provider following notification of becoming a Finalist. If a Trip Winner fails to notify the Prize Provider by such date, the Party Prize shall be awarded. Prize Provider reserves the right, in its sole and complete discretion, to substitute the Party Prize instead of the Trip Prize if the Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Prize Provider's restrictions, regulations, guidelines, or risk assessments.

Trip Winner must travel on or about December 29, 2020, and January 1, 2021, to participate in the Trip Prize.

If Trip Winner chooses not to travel or becomes unavailable for any reason, Trip Winner may appoint a proxy no later than November 23, 2020. If the Trip Winner or appointed proxy fails to book the trip prior to

December 10, 2020, the Trip Prize is forfeited, and Prize Provider may elect, in its sole discretion, to substitute some or all of the Party Prize. If, after travel is booked, the proxy is unable to travel for any reason, neither Trip Winner nor the proxy may appoint another proxy, and the Trip Prize is forfeited. Trip Prize forfeiture includes forfeiture of attendance at any of the events or activities included in the Trip Prize (individually/collectively, "Events"). Trip Winner shall still receive the spending money portion of the Trip Prize (\$1,000), less any tax withholdings and any outstanding debt setoff, if applicable, and the two (2) gift bags, and Trip Winner shall remain eligible for the \$1 Million Prize Drawing. In the event of a forfeiture, Prize Provider reserves the right, in its sole discretion, to appoint a proxy to appear and participate in the Program in Trip Winner's place, to substitute some or all of the Party Prize, and/or to make other arrangements for Trip Winner's participation in the \$1 Million Prize Drawing and/or appearance in the Program. The appointment of any proxy shall not affect Trip Winner's eligibility to win the \$1 Million Prize.

If Trip Winner resides fewer than two hundred fifty (250) miles from New York City, New York, Prize Provider, in its sole discretion, reserves the right to provide rail or ground transportation in lieu of airline transportation. Trip Winner and his or her guest ("Guest") must travel on same itinerary and must be at least the age of eighteen (18) (as of the first date of travel).

All expenses involved with or related to 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, room service), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), travel insurance and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the responsibility of Trip Winner and Guest. Trip Winner shall 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.

The date and location of any of the Events may be 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 shall be paid in lieu of any cancelled Event or any other element of the Trip Prize.

Trip Winner and Guest must comply with all of the rules and regulations of the venues where the Events are held and all applicable federal, state, and local government and/or agency laws, rules, orders, and regulations as well as Prize Provider's rules, regulations, and safety guidelines. 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 Prize Provider or its designee(s) in their sole and absolute discretion). By accepting any ticketed portion of the 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 shall not be replaced.

Except as set forth above, no prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted. Any unused elements of the Trip Prize shall be forfeited, shall not be redeemable for cash, and may not reduce the prize value awarded for tax purposes, with the following conditions and exceptions:

- If Trip Winner misses his or her flight, reasonable efforts shall 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 Trip Prize, including the Events; (ii) Trip Winner shall still receive the spending money portion of the Trip Prize (\$1,000), less any tax withholdings and any outstanding debt setoff, if applicable, and the two (2) gift bags; and (iii) Trip Winner shall remain eligible for the \$1 Million Prize Drawing.
- If Trip Winner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked, (i) Trip Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Trip Winner shall still receive the spending money portion of the Trip Prize (\$1,000), less any tax withholdings and any outstanding debt setoff, if applicable, and the two (2) gift bags; and (iii) Trip Winner shall remain eligible for the \$1 Million Prize drawing.
- If Trip Winner fails to attend the Event at which the \$1 Million Prize Drawing occurs, Trip Winner shall 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 Trip Winner's behalf at the time of the drawing; however, in such event, Trip Winner shall still receive the \$1 Million Prize (less any tax withholdings and outstanding debt setoff, if applicable).

Notwithstanding the foregoing, Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for a Trip Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect that Trip Winner's eligibility for the \$1 Million Prize.

Trip 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.

PARTY PRIZE TERMS

Party Winner must notify Prize Provider of his or her election to receive the Party Prize no later than November 20, 2020, in accordance with the instructions provided by Prize Provider following notification of becoming a Finalist.

Party Winners must agree to (i) participate and appear in the Program via remote video transmission from their residence or another local location to be determined by Prize Provider in its sole discretion, subject to a background check and execution of an appearance release; or (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in Party Winner's place, subject to the proxy's executing an appearance release and clearing a background check. Party Winner must appoint his or her proxy no later than November 23, 2020.

- If Party Winner appoints a proxy (or has a proxy appointed), Party Winner shall still receive all elements of the Party Prize (unless the Party Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize. Party Winners may only transfer the Party Prize (excluding eligibility for the \$1 Million Prize Drawing) in its entirety one (1) time to a proxy.

- The Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for a Party Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Party Winners' eligibility for the \$1 Million Prize or receipt of the Party Prize.

While Party Winners are not obligated to host or have a New Year's Eve party ("NYE Party") at their residence using the elements of the Party Prize, Party Winners (or their proxies) shall cooperate and/or participate in the production and live broadcast of the Program on December 31, 2020, if and as determined by Prize Provider. Party Winners (or proxies) agree to provide Prize Provider (or its designees) with reasonable access to their residence (or a designated friend or family member's residence, subject to Prize Provider's approval) for the production and broadcast of the Program, both prior to and on December 31, 2020, to participate in rehearsal(s) on December 30, 2020, 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 Party Winner's residence where Party Winner (or his/her proxy) and with up to seven (7) guests (subject to all then-current federal, state, and/or local government and/or agency, network, or Prize Provider restrictions, regulations, guidelines, or risk assessments) participate and appear in the production and broadcast of the Program. In such event, Prize Provider shall provide the location, transportation, food, beverage, and other production elements for the NYE Party separately and in addition to the Party Prize, the elements of which shall remain available for the Party Winner's use in his/her discretion at another time. Guests celebrating with Party Winners on December 31, 2020, whether at a Party Winner's residence or other location, will be required to sign appearance releases. In connection with any NYE Party, whether at a Party Winner's residence or other location, Party Winners 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 Party Prize and reserves the right to substitute (i) any portion or elements of the Party 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 Party Prize are subject to availability, may vary based on Party 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 Party Prize or any elements thereof is permitted. Any rejected, unused, and/or undeliverable elements of the Party Prize shall be forfeited, shall not be redeemable for cash, and may not reduce the value of the Party 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 party of the Party 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 shall not be replaced.

Failure to collect, properly claim, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment (including any installation) of any element of the Party Prize may result in forfeiture of the Party Prize or the applicable element thereof. If forfeited for any reason, Party Winner shall not receive any other prize substitution or compensation of any kind.

PRIZE PROVIDER AND THE COMMISSION 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 (INCLUDING SHIPPING AND HANDLING), INSTALLATION, OPERATION, LOSS, ACCEPTANCE, USE, OR MISUSE OF THE PARTY 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 ELEMENT OF THE PARTY PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENT OF THE PARTY 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 Party Prize not specified herein as being provided are the sole responsibility of Party Winner(s), 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.

Semi-finalist Winners (“Winner”) Validation/Notification/Fulfillment

Validation/Notification

- Using the Winner’s player registration information on file, the Commission shall notify such Winner by email and follow up by phone, or by mail if no phone number is provided. If the required response is not received from the winner within fourteen (14) calendar days of the Commission’s first contact attempt, the prize shall not be awarded to the original winner and the next alternate on the Alternate List shall be selected.

For each winner selected, the following steps shall occur:

- The Commission shall send each winner a notification via e-mail, stating the name of the Promotion, the draw date and the award won including a promotion claim form to complete. The completed form (required response) must be returned to the address indicated on the bottom of the form within fourteen (14) calendar days from the date on the notification e-mail.
- Returned claim forms from winners shall be reviewed by the Commission to verify that winners meet winner eligibility requirements and shall be held on file in the event the Semi-finalist is selected as a Finalist for the Grand prize.
- Each Winner’s prize shall be subject to offsets as required by law. Any statutory offset obligation owed by a Winner shall result in disqualification of Winner’s entry, and the prize shall be awarded to the next alternate on the Alternate List.
- Eligible winner’s registration information shall be sent to MUSL for entry into the Finalist Drawing to be held on or about November 5, 2020.

New York Lottery Finalist Grand Prize Winners (“Winner”) Notification/Fulfillment

- If a New York Lottery Semi-finalist is selected as a Finalist, the Commission shall send each Winner a Grand Prize notification via e-mail, stating the name of the Promotion and the draw date. The notification shall request the Winner’s selection of either Option 1 or Option 2 stated above. The option selection response from the Finalist must be received no later than 4:00 PM (ET) on November 20, 2020.
- MUSL shall be responsible for coordinating all travel/prizing directly with a Finalist.

f. Promotions are Subject to Applicable Laws and Regulations

Governing Law: New York Lottery promotions shall be governed by the laws of the State of New York and Commission's regulations.

Personal Information Notice: Taxes are the sole responsibility of winners. The Commission requires the collection of personal information to comply with the Internal Revenue Code and the New York Tax Law income reporting and any applicable tax withholding requirements, and under the authority of New York State Tax Law section 1604 to announce New York Lottery prize awards. If a claimant does not provide all or any part of the required personal information, the claim may not be processed, the claim might be denied, and the claimant might not be awarded a prize. The Commission's New York Lottery Prize Payments Unit is the custodian of prize records and may be contacted by mail at POB 7533, Schenectady, New York 12301-7533 or by phone at (518) 388-3370. Prizes are subject to New York State Tax Law sections 1613-a, 1613-b and 1613-c.

Prize Award: If any prize or prize notification returned as undeliverable shall result in disqualification, the prize shall not be awarded, and an alternate winner shall be selected. If a selected winner is contacted but fails to provide all information requested (e.g., age verification, address verification, signed publicity/liability release, affidavit as to identity, social security number, etc.) by the deadline specified by the Commission, the prize shall not be awarded, and an alternate winner shall be selected. Prizes are not for resale, cannot be redeemed for cash, unless a specific cash option is incorporated as part of a prize, are not transferable, or exchangeable without the express written consent of the Commission, and cannot be used in conjunction with any discount, premium or rebate offer. The Commission reserves the authority to substitute any prize with a prize of equal or greater value if a prize is unavailable. By acceptance of a prize, a winner agrees that the Commission, as Sponsor, and its advertising and promotion agencies may use his or her name, city and state of residence, and/or likeness for purposes of advertising or trade without further compensation. Odds of winning a prize are based on the number of entries received. By entering the Promotion, an entrant agrees at all times to defend, indemnify, release and hold harmless the Commission, as Sponsor, and its advertising and promotion agencies, from and against any and all claims, actions, liabilities, injuries, death, accidents, losses or damages of any kind resulting directly or indirectly from any and all activity related to entering and/or participating in this Promotion or from the acceptance or use of any prize. By entering the Promotion, each entrant agrees that the Commission and its advertising and promotion agencies, agents and employees shall not be liable for injury, loss or damage of any kind resulting from the entrant's participation in the Promotion or from acceptance or use of any prize awarded.

One account per person is permitted to participate in New York Lottery promotions, including the Collect 'N Win Promotion. Each account-holder must have unique registration credentials and a unique email address to complete registration. Any account-holder found to have created more than one account, or to have submitted promotion entries from multiple accounts, shall be disqualified from the Promotion, and the account-holder's accounts shall be suspended. Any entry including information from a New York Lottery ticket that is mechanically reproduced, altered, mutilated, affected by any printing or other error, tampered with in any way, or not entered as specified above, is ineligible. The Commission and its advertising and promotion agencies shall not be responsible for late, lost or misdirected entries.

If any discrepancy should exist between these Official Guidelines and any promotional material describing this Promotion, these Official Guidelines shall govern.

Offer void where prohibited or restricted.

Player Ineligibility: No New York Lottery ticket shall be sold to any person under the age of 18 years. No New York Lottery ticket shall be sold to or purchased by, and no prize shall be paid to, any member, officer or employee of the Commission or any member, officer or employee of the Department of Taxation and Finance whose duties directly relate to the operation of the New York Lottery, and any spouse, child, brother, sister or parent residing as a member of the same household of the foregoing persons. No New York Lottery ticket shall be sold to or purchased by, and no prize shall be paid to, any contractor, subcontractor, consultant or officer, or employee of a contractor, subcontractor or consultant, if such person is directly involved in the production of tickets, the operation or observation of games or drawings, the processing of prize claims or payments or the development of marketing materials or any person subject to

a contract with the Commission if such contract contains a provision prohibiting such person from purchasing a ticket or receiving a prize. Player ineligibility terms as stated above shall also apply to all promotion entries and awards.

Discretionary Matters: If, for any reason, the Promotion is not completed as planned due to, without limitation, errors in these Official Guidelines or advertising for this Promotion, tampering, unauthorized intervention, fraud, technical failures, human error or any other cause beyond the control of the Commission that, in the sole judgment of the Commission, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Commission reserves the authority, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.

Official Winners List: For the names of winners, visit nycollectnwin.com following conclusion of the Promotion. A winners list shall be posted on this website for at least one month after the final drawing date.

Disputes: In any and all events, the liability and responsibility of the Commission for any tickets described or disputed in these Official Guidelines shall be the replacement of such ticket in that or an equivalently priced other New York Lottery game.

Please Play Responsibly. New Yorkers struggling with a gambling addiction, or who know someone who is, can find help by calling the State's toll-free, confidential HOPEline at 1-877-8-HOPENY (1-877-846-7369) or by texting HOPENY (467369) *.

* Standard text rates may apply