

## **Official Promotional Rules for the Nebraska Lottery's Powerball's Rockin' 15 Promotion**

### **1. Overview:**

- 1.1 Promotional Times and Dates: This promotion runs from 5:00 a.m. CT on August 30, 2021, through 11:59 p.m. CT on September 25, 2021. One drawing will be held on September 28, 2021.
- 1.2 A contest winner will have until 12:00 p.m. (noon) CT on October 5, 2021, to respond to the Nebraska Lottery's notification that the participant has been selected as a winner.

### **2. Prizes:** There are fifteen (15) winners for this promotion. The prizes are as follows:

- Fifteen (15) Grand Prizes – \$2,022
- By entering this promotion, if you are one of the fifteen (15) winners, you consent to allowing the Nebraska Lottery to submit your name for the national contest for a chance to be the Powerball First Millionaire of the Year winner. All fifteen (15) winners will be provided to MUSL by November 1, 2021, where MUSL will randomly choose five (5) finalists through a digital draw system from the names of all semi-finalists provided by the participating lotteries. The Five (5) finalists will be selected to win an epic New Year's Eve celebration at home and to participate remotely in the Powerball First Millionaire of the Year drawing for \$1 Million. See 7. and 8. for more rules and information if 1 of our 15 winners are selected for the 1 of the 5 finalists.

### **3. Eligibility and Entry:**

- 3.1 The Nebraska Lottery's Powerball Rockin' 15 Promotion is only open to individuals 19 years of age or older.
- 3.2 Players will receive one (1) voucher number through September 25, 2021, for each \$3 Powerball with Power Play \$3 or more. For example, a \$3 Powerball with Power Play purchase will receive one (1) voucher number; a \$6 purchase on the same ticket will receive two (2) voucher numbers; and so on. Eligible ticket purchases can have up to five plays and a maximum of 12 weeks' worth of drawings. To enter, participants will receive a contest entry for each unique submission of a seven-digit voucher number. Players will have until 11:59 p.m. on September 27, to enter at nelottery.com.
- 3.3 Entries must be received no later than the deadline stated in 3.2 to be eligible. Valid entries will be assigned a number which will be entered into a random number generator for the drawing. Following the drawing, the Nebraska Lottery will contact the winner to verify information including, but not limited to, name and mailing address. Upon verification of information, the Nebraska Lottery will commence prize fulfillment. A contest winner that does not respond by this time will have all prizes declared forfeit and the winner will have no further right to the

prize. In the event that the winner does not contact the Nebraska Lottery by the time stated above, the Nebraska Lottery will conduct an additional drawing to select an alternate winner.

- 3.4 The Nebraska Lottery must be able to contact winners by, at the option of the Nebraska Lottery, the phone number, mailing address or email address provided at the time of entry. After winner selection, the Nebraska Lottery will contact the winner and mail the winner a claim form. The name and other information provided on the claim form must match information provided at the time of entry. Proof of identification will be required at the discretion of the Nebraska Lottery to include, but is not limited to, a photocopy of a valid driver's license or other state issued identification, valid military identification, or valid passport. If any of these criteria are not met, the prize cannot be claimed, and another winner will be chosen.

#### **4. Entry Rules and Regulations:**

- 4.1 During the promotion, every Powerball with Power Play purchase of \$3 will generate a unique seven-digit voucher number. MVP Club players will receive an entry for each unique submission of the seven-digit voucher number entered through the Nebraska Lottery website. **Players must keep the voucher for verification. See nelottery.com for more details.**
- 4.2 The Nebraska Lottery will not accept entries at any of their claim centers or retail locations.
- 4.3 A player may enter multiple times, but each voucher number may only be entered once.
- 4.4 A player may only win one (1) prize for this promotion.
- 4.5 Only entries that have been submitted by the deadline stated in 1.1 will be eligible to win. The winners will be notified by telephone or email and will be asked to provide a mailing address for prize fulfillment. The Nebraska Lottery will use the email and other information provided at the time of entry.

#### **5. Prize Selection:**

- 5.1 A drawing will be held on September 28, 2021. Only entries that have been submitted to nelottery.com by the deadline will be eligible to win. The winners will be notified by telephone or email when they will be asked to provide their mailing addresses for prize fulfillment.
- 5.2 The prizes are not exchangeable or otherwise transferable. Cash will NOT be awarded in lieu of a merchandise prize. Federal, state, or local taxes on any prize are the sole responsibility of the winner unless otherwise indicated in the prize section of the rules.
- 5.3 All applicable federal, state, or local laws apply.
- 5.4 Prizes will be mailed to the winners at the addresses provided when contacted by the Nebraska Lottery by email or phone.

- 5.5 If a prize is returned to the Nebraska Lottery, the Lottery may declare the prize forfeited by the winner, and the winner will have no further right to the prize.
- 5.6 The winner's entry and acceptance of a prize constitutes permission to use the winner's name, photograph, or likeness for purposes of advertising, publicity, or promotion on behalf of the Nebraska Lottery. The name of the winner and town/city/state will be posted on the Nebraska Lottery Twitter, Instagram, or Facebook page following winner notification.
- 5.7 Pursuant to Neb. Rev. Stat. § 9-810(5), prior to the payment of any Lottery prize in excess of \$500 for a winning Lottery ticket presented for redemption to the Nebraska Lottery, including the applicable prizes provided in this promotion, the Nebraska Lottery shall check the name and Social Security number of the winner with a list provided by the Nebraska Department of Revenue of people identified as having an outstanding state tax liability, and a list of people certified by the Nebraska Department of Health and Human Services as owing a debt as defined in section 77-27,161. The Nebraska Lottery shall credit any such Lottery prize against any outstanding state tax liability or certified debt owed by such winner and the balance of such prize amount, if any, shall be paid to the winner by the Nebraska Lottery. Any such credit of a Lottery prize against a state tax liability or certified debt is collectively referred to as an "offset." Regarding non-cash prizes, offsets shall be applied in the manner prescribed by Lottery Regulation 604.14 through 604.14C.
- 5.8 In regard to merchandise prize winners, if the state tax liability or certified debt is greater than the cash prize amount, the Nebraska Lottery will provide a substitute prize for the merchandise prize. The substitute prize will be a cash amount determined by the Nebraska Lottery in its sole discretion, which amount will not be subject to appeal by the prizewinner and will not include the value of any state or federal tax (collectively referred to as the "cash equivalent"). The cash prize amount and the cash equivalent will be credited against the state tax liability or certified debt and, if applicable, the remaining amount paid to the winner. As an alternative, the prizewinner may elect to pay the full amount of the state tax liability or certified debt in the amount and in the manner as determined by the Nebraska Lottery in its sole discretion. If the Nebraska Lottery determines the full amount of the state tax liability or certified debt has been paid in the manner as prescribed by the Nebraska Lottery, the prizewinner will receive the prize as detailed in the promotion.
- 5.9 Odds: Odds of winning depend on the number of entries received.

**6. General Contest Terms:**

- 6.1 Only entries submitted by legally eligible players through their MVP memberships at nelottery.com and containing complete and valid information are eligible for this promotion contest, except as provided above.
- 6.2 Entries which are lost, late, illegible, incomplete, misdirected, or incompletely received, including by reason of technical malfunction, network congestion, or system incompatibility, are ineligible.

- 6.3 Information provided to the Nebraska Lottery will be kept confidential, except as provided in 6.4, below, and will be used solely by or on behalf of the Nebraska Lottery, and will not be shared with or sold to outside parties without prior approval.
- 6.4 The drawing will be conducted by a computer random number generator program at Nebraska Lottery headquarters in Lincoln, Nebraska. The Nebraska Lottery will notify the contest winner. The identity of contest winners is public information pursuant to Lottery regulations and may be posted on the Lottery website and publicized by other means including, but not limited to, news releases and articles in the Nebraska Lottery players digest and retailer newsletter.
- 6.5 Prizes awarded in this, and any other promotional contest conducted by the Nebraska Lottery are taxable income and may be reported for tax purposes. Winners of prizes over \$500 in value will be checked for outstanding tax and child support liabilities to credit prize awards in accordance with state law. Prizes over \$5,000 in value will automatically have state and federal income tax of 5 percent and 24 percent, respectively, withheld in accordance with state and federal law.
- 6.6 Prizes won in this contest are not transferable and, unless otherwise stated in the contest rules, may not be assigned except by judicial order. The Nebraska Lottery will substitute a prize of equal or greater value if the advertised prize cannot be awarded due to unavailability for any reason. In such event, certain conditions and restrictions may apply.
- 6.7 The Nebraska Lottery is not responsible for any travel, lodging, meals, or other expense related to claiming any prize. Non-cash prizes may not be exchanged or redeemed for cash value. Prizes consisting of Lottery tickets will be mailed to Nebraska addresses only. Out-of-state winners may pick up Lottery ticket prizes at a Nebraska Lottery claim center location by arrangement.
- 6.8 Participants must be 19 years of age or older to enter this contest. Employees of the Nebraska Lottery and its contractors, subcontractors, and their immediate family members residing in their same households are ineligible.
- 6.9 Nebraska Lottery MVP Club membership entitles one to receive information concerning Nebraska Lottery products and promotions according to the member's stated preferences. MVP Club members may modify their member profiles at any time by following the directions on the MVP Club member login page on the Nebraska Lottery website at nelottery.com.
- 6.10 The actual vouchers or tickets from which numbers are submitted must be retained for prize verification and received by the Lottery, along with a valid claim form. The Lottery is not responsible for lost, stolen, mis-delivered, damaged, illegible, or incompletely received vouchers, tickets or claim forms.
- 6.11 Contest rules, drawing dates, deadlines, and procedures are subject to change without notice as may be deemed necessary or appropriate by the Nebraska Lottery in its sole discretion. By entering this contest, all participants agree to be bound by Nebraska state law, and the rules and regulations of the Nebraska Lottery.

## 7. DCP Celebrate @Home Prize Description

- 7.1 The “Celebrate@Home” New Year’s Eve party package (“Prize”) will provide the recipient (“Winner”) with all of the necessities and more to throw an epic New Year’s Eve celebration at home and to participate remotely as one (1) of five (5) finalists in the Powerball First Millionaire of the Year drawing for \$1 Million (“\$1 Million Prize”) to be conducted shortly after midnight on January 1, 2022, during the live television broadcast of *Dick Clark’s New Year’s Rockin’ Eve* on ABC (“Program”). The Prize shall include the following elements:
- Cash prize in the amount of Ten Thousand Dollars (\$10,000)
  - Deluxe surf and turf dinner for eight (8) people from Omaha Steaks
  - 70" LED television (to watch the live broadcast of the Program), including a home theater sound system and installation
  - Premium 15.5" laptop computer plus 20 mega-pixel digital camera, on-camera microphone, 19" ring light, laptop stand, and other accessories, including home set-up
  - Gift certificate to Party City in the amount of Five Hundred Dollars (\$500)
  - Premium beverage package from a retailer local to Winner, with a retail value of Five Hundred Dollars (\$500)
  - Top-tier Karaoke system
  - Two (2) gift bags, each with a retail value of at least Two Hundred Fifty Dollars (\$250)
  - Plus, an entry in the third annual Powerball First Millionaire of the Year drawing for the \$1 Million Prize.

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

Winner shall not be obligated to host or have a New Year’s Eve celebration at his/her residence to participate in the drawing for, and to remain eligible to win, the \$1 Million Prize. However, Winner must agree to (i) participate and appear in the Program via remote video transmission from his/her residence or another local location to be determined by the provider of the Prize (“Prize Provider”) in its sole discretion, subject to a background check, execution of an appearance release, and all then-current federal, state, and/or local government and/or agency, network, or Prize Provider laws, regulations, restrictions, guidelines, and/or protocols (collectively, “Production Requirements”); OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in place of Winner, subject to the proxy’s satisfying the Production Requirements. In such event, Winner will still receive all elements of the Prize (unless Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize.

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

For the avoidance of doubt, Winner's eligibility to participate in the Program and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to satisfy the Production Requirements and/or by any information obtained pursuant to a background check, but those failures may affect the nature of Winner's appearance and/or degree of participation in the Program. While Winner's eligibility to participate in the drawing for the \$1 Million Prize is an element of the Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is expressly not an element of the Prize and is determined by Prize Provider in its sole discretion. Prize Provider reserves the right to appoint a proxy to appear and participate in the Program 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.

## **8. DCP Prize Terms and Conditions**

- 8.1 Winner must agree to (i) participate and appear in the Program via remote video transmission from his/her residence or another local location to be determined by Prize Provider in its sole discretion, subject to executing an appearance release, clearing a background check, and complying with all then-current federal, state, and/or local government and/or agency, network, or Prize Provider laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"); OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in Winner's place, subject to the proxy's satisfying the Production Requirements. Winner must execute and return all required documentation within five (5) days of Winner's receipt (or such shorter period as Prize Provider's production exigencies may require). Failure to respond and/or execute and return such documentation by the specified deadline(s) may result in forfeiture of the Prize. If Winner elects to appoint a proxy, he/she must do so no later than **November 19, 2021**.

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

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

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

While Winner is not obligated to host or have a New Year's Eve party ("NYE Party") at his/her residence using the elements of the Prize, Winner (or his/her proxy) shall cooperate and/or

participate in the production and live broadcast of the Program on December 31, 2021, if and as determined by Prize Provider. Winner (or his/her proxy) agrees to provide Prize Provider (or its designees) with reasonable access to his/her residence (or a designated friend or family member's residence, subject to Prize Provider's approval and Production Requirements) for the production and broadcast of the Program, both prior to and on December 31, 2021, to participate in rehearsal(s) on or about December 30, 2021, if required, and to execute (or facilitate the execution of) a customary location agreement, if and as required by Prize Provider. Prize Provider reserves the right to arrange (at its sole cost and expense) a NYE Party at another location within one hundred (100) miles of Winner's residence where Winner (or his/her proxy), Provider's Production Requirements. In connection with any NYE Party, whether at Winner's residence or other location, Winner, household members, and guests must comply with all applicable federal, state, and local government and/or agency laws, rules, orders, and regulations as well as Prize Provider's rules, regulations, and/or safety guidelines and if applicable, the rules and regulations of the venue where the NYE Party may be held.

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

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

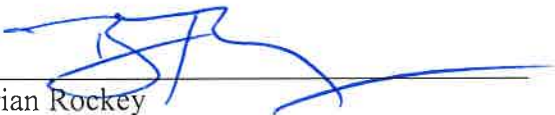
All gift cards, stored-value cards or certificates, store cards, merchant cards, vouchers for services or goods, and gift certificates or similar instruments that are included in and provided as part of the Prize ("Gift Cards") and the redemption thereof are subject to terms, conditions, and restrictions, including any expiration dates, set by the merchant or issuer of the applicable Gift Cards. See each Gift Card for applicable terms, conditions, and restrictions. Gift Cards are not redeemable for cash or exchangeable for any other prize. Except as required by law, the Gift Cards cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. Prize Provider is not responsible for any Gift Cards that are lost, stolen, destroyed, or used without permission, and any Gift Cards that are lost, stolen, destroyed, or used without permission will not be replaced.

Failure to respond and/or execute and return required releases and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment (including any installation) of any element of the Prize may result in forfeiture of the Prize or the applicable element thereof, as Prize Provider may determine in its sole discretion. If forfeited for any reason, Winner will not receive any other prize substitution or compensation of any kind, and Prize Provider may award the Prize to an alternate recipient as it may determine in its sole discretion.

PRIZE PROVIDER IS NOT RESPONSIBLE OR LIABLE, IN ANY WAY, FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ACCEPTANCE, FULFILLMENT (INCLUDING SHIPPING AND HANDLING), INSTALLATION, OPERATION, LOSS, USE, OR MISUSE OF THE PRIZE AND/OR ANY ELEMENT THEREOF. PRIZE PROVIDER DOES NOT MAKE, AND IS NOT RESPONSIBLE IN ANY MANNER FOR, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY ELEMENTS OF THE PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

All other costs and expenses related to acceptance and use of any element of the Prize not specified herein as being provided are the sole responsibility of Winner, including, without limitation, any fees, costs, and/or taxes for broadcast, cable, and/or satellite television, broadband, internet, and/or wireless services and/or access.

The foregoing promotion rules are effective this 27<sup>th</sup> day of July, 2021.

  
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Brian Rockey  
Lottery Director