

Official Promotional Rules for the Nebraska Lottery's Powerball First Millionaire of the Year Lotto promotion

1. Overview

1.1 **Promotional Times and Dates:** This promotion runs from 5:00 a.m. CT on July 12, 2023, through 11:59 p.m. CT on August 14, 2023. One drawing will be held on August 16, 2023, to select winners.

1.2 A contest winner will have until 12:00 p.m. (noon) CT on August 23, 2023, 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. Each winner will receive one thousand dollars (\$1,000) and be entered with contestants from other participating state lotteries for a chance to win a trip to New York City that includes a chance to win one million dollars (\$1,000,000).

3. Eligibility and Entry:

3.1 The Nebraska Lottery's Powerball First Millionaire of the Year Promotion is only open to individuals 19 years of age or older.

3.2 To participate, an individual must enter through the MVP Club at nelottery.com. Entry steps are as follows:

- a. Participants will receive an entry for each unique submission of the seven-digit voucher number from the voucher received from purchasing one (1) Powerball with Power Play and Double Play, a \$4 purchase.
- b. Participants will receive one (1) voucher number through August 14, 2023, for each Powerball with Power Play and Double Play purchase. Participants will have until 11:59 p.m. CT on August 15, 2023, to enter at nelottery.com, with the drawing taking place on August 16, 2023.

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 the time stated in 1.2 will have all prizes declared forfeit and the winner will have no further right to the prize. If 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 contest winners by, at the option of the Nebraska Lottery, the phone number 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.

3.5 **TRIP PRIZE DESCRIPTION**

See Trip Prize Description below.

4. **Entry Rules and Regulations:**

- 4.1 During the promotion, every Powerball with Power Play, and Double Play ticket purchase of \$4 will generate a voucher ticket. On the voucher there will be a 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 by the deadline of 11:59 p.m. CT on August 15, 2023. **The player must keep the entered voucher ticket for verification. See nelottery.com for more details.**
- a. Players will receive one (1) voucher number for each Powerball with Power Play and Double Play purchase of \$4 or more. For example, a \$4 Powerball with Power Play and Double Play purchase will receive one (1) voucher number; a \$8 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.
- 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 the voucher ticket numbers may only be entered once.
- 4.4 Attempts will be made by the Nebraska Lottery for one week after the drawing to contact each of the winners by telephone and/or email. The Nebraska Lottery may utilize alternative methods to contact the winners at the Nebraska Lottery's discretion. If a winner fails to respond to contact attempts made by the Nebraska Lottery during the one-week timeframe, the winner forfeits the prize, and the Nebraska Lottery reserves the right to draw a new winner.
5. **Prize Selection:**
- 5.1 Only entries that have been submitted at nelottery.com by 11:59 p.m. CT the evening before the drawing date listed above will be eligible to win. The winners will be notified by telephone or email. The Nebraska Lottery will use the email and other information provided at the time of entry.

- 5.2 The prizes are not exchangeable or otherwise transferable. 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 When applicable, 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 A 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.
- 5.7.1 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.

5.8 Odds: Odds of winning depend on the number of entries received.

6. General Contest Terms:

6.1 Only entries submitted by legally eligible participants through the MVP Club at nelottery.com and containing complete and valid information are eligible for this promotion contest, except as provided above.

6.1.1 Entry submissions found to be fraudulent, entered in error or otherwise containing incorrect information may/will be disqualified at the discretion of the Lottery Director.

6.1.2 Any attempt to manipulate or defraud the contest process may/will result in disqualification of the individual entrant(s) at the discretion of the Lottery Director.

6.2 Entries which are lost, late, 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, 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 drawings will be conducted by a computer random number generator program at Nebraska Lottery headquarters in Lincoln, Nebraska. The Nebraska Lottery will notify the contest winners. 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 Lottery Times 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 incomplete 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.

The foregoing promotion rules are effective this 15th day of July, 2023.


Brian Rockey
Lottery Director

Addendum one

TRIP PRIZE TERMS AND CONDITIONS

WINNER SELECTION AND TRIP PRIZE PARTICIPATION REQUIREMENTS.

Participating Lotteries will determine their promotions, including eligibility of potential Winners of the Trip Prize.

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 a prize in the amount of One Million Dollars (\$1,000,000) to be conducted shortly after midnight on January 1, 2024, as part of the Promotion ("\$1 Million Prize"). Winner and Guest must travel on the same itinerary.

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.

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.

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.

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.

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.

INELIGIBLE PARTICIPANTS. Notwithstanding anything to the contrary herein, officers, directors, members, managers, employees, and contractors of dick clark productions, llc, Multi-State Lottery Association, and American Broadcasting Companies, Inc. 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.

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.

Addendum two

TRIP PRIZE DESCRIPTION

The Trip Prize consists of a four-day, three-night VIP trip for the winner (“Winner”) and one (1) guest to New York City, NY (“NYC”), from approximately December 29, 2023, to January 1, 2024, to participate in a drawing for a prize in the amount of One Million Dollars (\$1,000,000) (“\$1 Million Prize”) to be conducted shortly after midnight on January 1, 2024, during the live television broadcast of *Dick Clark’s New Year’s Rockin’ Eve* on ABC (“Program”). The Trip Prize shall include the following elements:

- Round-trip, coach-class airline transportation for two (2) people 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 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 Producer 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); and
- 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).

Winner shall not be required to travel to NYC to participate in the drawing for, and to remain eligible to win, the \$1 Million Prize. Winner may appoint a proxy to take the trip instead, subject to the Trip Prize Terms and Conditions, but Winner will still remain eligible to win the \$1 Million Prize.

- Winner (or their proxy) may also have the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program, provided that Winner completes, and signs all required releases and forms and consents to a background check. If Winner appoints a proxy, the proxy must complete and sign all required releases and clear the background check in order to take the trip. In the event that Winner’s designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to take the trip

(subject to background clearance and Prize Provider deadlines); or (ii) allow proxy to travel and to appoint a second proxy (selected by Prize Provider) to participate in the Program.

- For the avoidance of doubt, Winner's eligibility to participate in the trip and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to complete and sign all required release and forms and/or to consent to a background check and/or by any information obtained pursuant to a background check, but those failures may affect the nature of their 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 Trip 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 Trip Prize and is determined by Prize Provider in its sole discretion. Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Winner's eligibility for the \$1 Million Prize.