



DIRECTOR'S ORDER NUMBER NINETY-FIVE (2022)

VIRGINIA LOTTERY'S "POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION" FINAL RULES FOR OPERATION.

The Virginia Lottery's "**Powerball First Millionaire of the Year Promotion Rules**" are promulgated in accordance with §§ 2.2- 4002B(15) and 58.1-4006A of the *Code of Virginia* to promote brand awareness for and increase sales of the Powerball game. The Promotion is available at all Virginia Lottery retailer locations, the Virginia Lottery mobile application, and the Virginia Lottery's website. This Promotion opens on August 1, 2022 and closes with the Promotion's final Prize Drawing on October 11, 2022. The Promotion will include five (5) Entry Periods and five (5) Prize Drawings. These Rules amplify and conform to the duly adopted Virginia Lottery regulations for the conduct of Lottery games.

A copy of the Promotion Rules may be requested by sending an email to publicrecords@valottery.com. The Promotion Rules also are available for inspection and copying during normal business hours at Virginia Lottery headquarters, 600 E. Main St., Richmond, Virginia, and at each of the Virginia Lottery offices. A copy of the Rules also may be requested by mail by writing to: FOIA Officer, Virginia Lottery, 600 E. Main St., Richmond, VA 23219.

This Director's Order becomes effective on August 1, 2022 and shall remain in full force and effect through the end of the Promotion date, unless amended or rescinded by further Director's Order.

/s/Quan Kirk
Quan Kirk, Deputy General Counsel

07/20/2022
Date

/s/ Kelly T. Gee
Kelly T. Gee, Executive Director

07/20/2022
Date



VIRGINIA LOTTERY'S "POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION" OFFICIAL RULES

- A. PURPOSE:** A Promotion, available at all Virginia Lottery retailer locations, the Virginia Lottery mobile application ("mobile app"), and the Virginia Lottery's website to promote brand awareness for and increase sales of the Powerball game. With this Promotion, five (5) Prize Drawings will be conducted. Drawings will be conducted to award trips to New York City and Cash Prizes.
- B. PROMOTION PERIOD:** This Promotion will begin August 1, 2022 and will end October 11, 2022 with the final Prize Drawing ("Promotion Period").
- C. DEFINITIONS** (for purposes of this Promotion):

"Cash Prize" means either a monetary Prize or a gift card Prize.

"Claimant" means a verified Entrant, Participant, or Player who presents an Entry that he/she presumes to be a Winning Promotion Entry.

"Director" means the Executive Director of the Virginia Lottery as established in Chapter 40 of Title 58.1 (§58.1-4000 *et seq.*) of the *Code of Virginia* or any other employee(s) to whom the Executive Director's authority is lawfully delegated.

"Lottery" means the Virginia Lottery.

"Lottery Board" means the group of seven (7) people, appointed by the Governor of Virginia, with the power to adopt regulations governing the establishment and operation of the Virginia Lottery and to perform other functions that are set out in the *Code of Virginia*.

"Lottery Retailer," "Lottery Sales Retailer," or "Retailer" means a person licensed by the Virginia Lottery to sell and dispense Virginia Lottery Tickets, materials, and games.

"Drawing" means a formal process of randomly selecting Entries in accordance with the Promotion Rules.

"Entrant," "Participant," or "Player" means a Person who is at least eighteen (18) years of age, who makes a qualifying purchase or otherwise validly enters a Promotion according to the approved Entry method stated in the Promotion Rules in the hope of winning a Prize.

"Entry" means a method, whether electronic or paper-based, by which a Player enters a Drawing or Promotion.

"Participant" or "Player" means a Person who is at least eighteen (18) years of age, who makes a qualifying purchase or otherwise validly enters a Promotion according to the approved Entry method stated in the Promotion Rules.

"Person" means a natural person and may not extend to or be applied to a corporation, company, partnership, association or other entity, or when referring to a Lottery retailer, the term as defined in § 58.1-4009 of the *Code of Virginia*.

“Present at the Terminal” means that a Player remains physically present at the Virginia Lottery Terminal from the time the Player’s order for a Ticket is accepted by the Virginia Lottery retailer through completion of the order processing, payment, and delivery of the Ticket to the Player. Players must be present at the Terminal for any purchase.

“Promotion” means the “added value” offer to consumers named in the title at the top of Page 1 of these Rules.

“Promotion Rules” or “Rules” means these rules.

“Self-service Vending Machine” or “Vending Machine” means an interactive device by which a Player may select a game, purchase a Ticket, and/or receive a Promotion Entry Form, without the help of a clerk at a Virginia Lottery retailer or an employee at a Virginia Lottery office or other approved location.

“Prize” or “Prizes” means the winnings as defined in **Section K** (“Prize Description”).

“Prizewinner” means a verified Person who is entitled, via Entry verification, to receive a Prize under the rules of a Promotion.

“System Day” means the time at which a particular day begins in the Lottery’s retailer gaming system (4:30 AM Eastern Time) to the time the same day ends in the Lottery’s gaming system (1:00 AM Eastern Time the following calendar day).

“Terminal” means a device that is authorized by the Virginia Lottery to interact with the Virginia Lottery’s central computer system to issue Virginia Lottery Tickets and/or Entry Forms and to enter, receive and process Virginia Lottery transactions that may include issuing Tickets, validating Tickets, and transmitting reports.

“Ticket” means a Ticket produced by the Lottery’s gaming system and sold by the Virginia Lottery.

“Winning Entry” means an eligible Entry, selected during an established Drawing, that has passed all Lottery validation and security requirements and processes.

D. ELIGIBILITY:

1. This Promotion is open to Persons eighteen (18) years of age or older. A Player may be required to provide proof of his/her date of birth.
2. No officer, employee or Board member of the Lottery, or any officer or employee or board member of any vendor to the Lottery of computer-generated or scratch game goods or services working directly on a contract with the Lottery for such goods or services, or any person residing in the same household of any such board member, officer or employee, or any person under the age of eighteen (18) years, shall be eligible to participate in this Promotion. The Lottery will not award a Prize on any Ticket/Entry submitted by, for, or gifted to or transferred to anyone referenced in this **Section D**, or to the transferee of such Person.
3. Although the minimum age of a Prizewinner is 18, for this Promotion, **any New York City Trip Prizewinner under the age of 21 must be accompanied on the trip by an individual 21 years of age or older.**

E. PROMOTION ENTRY:

To participate, a Player must purchase ten dollars (\$10) or more of Powerball on a single ticket from a Virginia Lottery retailer location or, purchase ten dollars (\$10) or more of Powerball on a single shopping cart item in the Virginia Lottery mobile app or the Virginia Lottery's website during an Entry Period specified in **Section J** ("Entry Deadlines") to receive an Entry Code to enter an applicable Prize Drawing. Entry Codes for this Promotion will be produced beginning on **August 1, 2022, through 11:59 PM ET on September 30, 2022**. Players shall enter this Promotion by submitting an Entry Code contained on a trailing Entry Form printed at a Lottery retail location or included in an official email entry notification.

A trailing Entry Form containing a unique eighteen (18)-digit Entry Code will automatically generate with each qualifying Powerball purchase made at a Lottery retailer location. An email entry notification with a unique Entry Code will generate for each qualifying Powerball purchase made via the Lottery's website or mobile app.

Entries for this Promotion will only be accepted via the Internet on the Lottery's website and in the Virginia Lottery's mobile app. Entries for this Promotion that are not selected as a winner will carry over to subsequent drawings.

All Entries submitted according to **Section G** ("Entry Form Entries"), **Section H** ("Email Entries"), and/or **Section I** ("Mobile App Entries") and received during a Promotion Entry Period as specified in **Section J** ("Entry Deadlines") will be included in the applicable Prize Drawings established for this Promotion.

F. ENTRY REQUIREMENTS:

1. Only an Entry Code from an Entry Form issued in conjunction with a ten dollar (\$10) or more Powerball single ticket purchased at a Virginia Lottery retailer location or an Entry Code contained in an email entry notification generated after a ten dollar (\$10) or more purchase of Powerball online or in the Lottery mobile app on a single shopping cart item during the qualifying Promotion Period, will be accepted as a valid Entry for this Promotion
2. Each Entry Code used for this Promotion must have been issued by the Lottery in an authorized manner and submitted during one of the Entry Periods referenced in **Section J** ("Entry Deadlines").
3. A Player may enter the Promotion more than once as long as each entry is based upon a different Entry Code from an Entry Form or email entry notification produced via an eligible Powerball purchase.
4. A Player may submit, to this Promotion, a maximum of twenty-five (25) Entries Codes per day over the course of the Promotion per the established Entry methods.
5. Any Entry Code used to enter a Prize Drawing for this Promotion is eligible to win only one (1) prize per Prize Drawing. Once an Entry has been selected as a winner, it will not be eligible to win again in subsequent Prize Drawings.
6. The Lottery will not be responsible for Entries submitted incorrectly or received outside of the established Entry Deadline for the applicable Prize Drawings as specified in **Section J** ("Entry Deadlines"). Such Entries shall be deemed invalid.
7. Only Entries that are submitted in the manner described in **Section G** ("Entry Form Entries"), **Section H** ("Email Entries"), and/or **Section I** ("Mobile App Entries") of these Promotion Rules during the designated Entry Period will be eligible for entry in this Promotion. Entries submitted via any other method (U.S. mail/courier, drop-off, etc.) will not be accepted for this Promotion and will be deemed invalid.
8. Each Entry must contain current and valid player information in order to be eligible to enter this Promotion and claim a prize. The Lottery will not change or update Entry information for an Entry

that has already been submitted. The Lottery will not be responsible for data-entry errors by entrants or for connectivity issues involving the player's access to the Virginia Lottery's website and/or mobile app.

9. A Prizewinner's *Winner Notification Letter* will be mailed to the address registered with the Winner's player account at the time of Entry submission. Any Prizewinner whose *Winner Notification Letter* is returned or is undeliverable due to incorrect and/or incomplete address information, expired forwarding address notifications and/or delivery delays due to mail forwarding notifications, and the Prizewinner fails to notify the Lottery before the claim deadline date regarding the incorrect address, will forfeit his/her opportunity to win a Prize in this Promotion. Neither the Lottery nor its designee will be required to attempt delivery of a *Winner Notification Letter* more than once unless the Prizewinner notifies the Lottery **before the claim deadline date** regarding the incorrect address. If the Lottery is notified prior to the claim deadline date, the Lottery will email the required forms to the Prizewinner using the email address provided at the time of Entry submission.

G. ENTRY FORM ENTRIES:

1. To enter using an Entry Form containing an Entry Code generated at a Virginia Lottery retailer location, a Player must go to the Promotion's landing page on the Lottery's website at www.valottery.com/millionaire and successfully complete registration* or log into his/her Virginia Lottery Player Account.

*Registration will require entry of a Player's correct full name (consisting of his/her first name and last name – no initials), date of birth, email address, street address, city, state, ZIP code, last four (4) digits of his/her Social Security Number and telephone number.

2. As part of the Lottery's registration process for this Promotion, third-party identity authentication will confirm that the Player is eighteen (18) years of age or older. If a Player's identity cannot be confirmed, additional steps for manual confirmation of identity will be provided.
3. Players must correctly enter both the Promotion Number and the eighteen (18)-digit Entry Code found on their Entry Form to be entered into a Prize Drawing for this Promotion.
4. Player entering via the Internet can use a computer, mobile device/tablet or a mobile telephone to access the Lottery's website. When using a mobile telephone, a Player can choose to enter their Entry Form information manually or use their mobile telephone's camera to scan the Entry Form information.
5. Players who choose to manually enter their Entry Code, must correctly enter the Promotion Number and the eighteen (18)-digit Entry Code found on their Entry Form. The Lottery will not be responsible for numbers that are transposed or entered incorrectly. Entries whose Promotion Number and/or the eighteen (18)-digit Entry Form Number found on their Entry Form cannot be verified will be deemed invalid and not eligible for entry into this Promotion.
6. Once the information from a Player's Entry Form is successfully entered, Players are not required to retain their Entry Form to claim a Prize in this Promotion.

H. EMAIL ENTRIES:

1. To enter using an email entry notification received from the Lottery after a qualifying online Powerball purchase, a Player must click the button included in his/her official email entry notice to enter a Prize Drawing. Each email entry notification will be associated with a confirmed Virginia Lottery player account*.

*Confirmed Player Accounts will require a Player's correct full name (consisting of his/her first name and last name – no initials), date of birth, email address, street address, city, state, ZIP code, last four (4) digits of his/her Social Security Number and telephone number. They also confirm the Player is eighteen (18) years of age or older.

2. Once a Player has clicked on the entry button included in his/her email entry notification to enter

a Prize Drawing, the entry system will automatically enter both the Promotion Number and the eighteen (18)-digit Entry Code associated with the Player's qualifying purchase.

3. Players can view their email entry notification and enter this Promotion using a computer or a mobile device that allows the Player to access their personal email.
4. Once the Entry Code from a Player's email entry notification is successfully entered, Players are not required to retain their official email entry notification to claim a Prize in this Promotion.

I. MOBILE APP ENTRIES

1. To enter using the Lottery's Mobile App, a Player must have the app downloaded on his/her mobile telephone and then go to the Promotions tab and select the Powerball's First Millionaire of the Year Promotion where the Player must tap on the "Scan To Enter" button and successfully complete registration* or login.

*Registration will require entry of a Player's correct full name (consisting of his/her first name and last name – no initials), date of birth, street address, city, state, ZIP code, last four (4) digits of his/her Social Security Number and telephone number.

2. As part of the Lottery's registration process for this Promotion, third-party identity authentication will confirm that the Player is eighteen (18) years of age or older. If a Player's identity cannot be confirmed, additional steps for manual confirmation of identity will be provided.
3. Players must correctly use the camera on their mobile telephone to scan and enter the Promotion Number and the eighteen (18)-digit Entry Code found on their Entry Form. Entries whose Promotion Number and/or eighteen (18)-digit Entry Code found on their Entry Form cannot be verified will be deemed invalid and not eligible for entry into this Promotion.
4. Once the entry information from a Player's Entry Form is successfully entered, Players are not required to retain their email entry notification in order to claim a Prize in this Promotion.

J. ENTRY DEADLINES:

ENTRY PERIODS	
Drawing 1	August 1, 2022 (12:00 AM ET), through September 11, 2022 (11:59:59 PM ET)
Drawing 2	September 12, 2022 (12:00 AM ET), through September 18, 2022 (11:59:59 PM ET)
Drawing 3	September 19, 2022 (12:00 AM ET), through September 25, 2022 (11:59:59 PM ET)
Drawing 4	September 26, 2022 (12:00 AM ET), through October 2, 2022 (11:59:59 PM ET)
Drawing 5	October 3, 2022 (12:00 AM ET), through October 9, 2022 (11:59:59 PM ET)

K. PRIZE DESCRIPTIONS: The Prizes listed below will be awarded as part of this Promotion:

DRAWING	PRIZE	NUMBER OF PRIZEWINNERS
Drawing 1	New Year's Eve VIP Experience Trip (Approximate Value: \$20,000)	1
	\$2,023	1
Drawing 2	New Year's Eve VIP Experience Trip (Approximate Value: \$20,000)	1
	\$2,023	1
Drawing 3	New Year's Eve VIP Experience Trip (Approximate Value: \$20,000)	1
	\$2,023	1
Drawing 4	New Year's Eve VIP Experience Trip (Approximate Value: \$20,000)	1
	\$2,023	1
Drawing 5	New Year's Eve VIP Experience Trip (Approximate Value: \$20,000)	1
	\$2,023	1

New Year's Eve VIP Experience Trip:**

The New Year's Eve VIP Experience Trip will take place in New York City, New York from December 29, 2022, through January 1, 2023. During this trip, five (5) Virginia Lottery Prizewinners will participate in a drawing for an opportunity to be selected as a Finalist to participate in a Prize Drawing with a prize in the amount of one million dollars (\$1,000,000). One (1) of the five (5) Winners representing the Virginia Lottery will be selected as a Finalist to participate in the Prize Drawing for one million dollars (\$1,000,000). The Prize Drawing for the prize of one million dollars (\$1,000,000) will be conducted shortly after midnight on January 1, 2023, during the live television broadcast of Dick Clark's New Year's Rockin' Eve on ABC. All New Year's Eve VIP Experience Trip winners will receive:

- *Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Winner's city to New York City (if within 250 miles of NYC, rail or ground transportation may be substituted)*
- *Hotel accommodations for three (3) nights at a Times Square hotel in NYC*
- *Two (2) tickets to a Welcome Dinner on December 29, 2022*
- *Two (2) tickets for an exclusive entertainment experience on December 30, 2022*

- Two (2) tickets for an exclusive New Year's Eve dinner and entertainment on December 31, 2022
- Two (2) gift bags, each with a retail value of at least Three Hundred Fifty Dollars (\$350).
- All meals while in NYC, including the Welcome Dinner on December 29, 2022, and the NYE dinner on December 30, 2022
- Spending money in the amount of one thousand dollars (\$1,000)
- Ground transportation to and from airports, hotel, and activities in NYC.
- One (1) set of luggage
- Estimated federal and state taxes paid on the Prizewinner's behalf
- An opportunity to participate in a special drawing conducted by the Multi-State Lottery Association (MUSL) for a chance to win one million dollars (\$1,000,000).

The five (5) New Year's Eve VIP Experience Trip Prizes awarded with this Promotion are separate from the \$1 million multi-jurisdictional drawing which is being offered and managed by the Multi-State Lottery Association (MUSL). See **Exhibit A for additional terms and conditions.

L. PROMOTION DRAWINGS: The following are the five (5) established Prize Drawing dates for this Lottery Promotion:

Drawing #	Date
1	September 13, 2022
2	September 20, 2022
3	September 27, 2022
4	October 4, 2022
5	October 11, 2022

Drawings will be conducted from all eligible Entries submitted via the established Entry methods and by the established Entry deadline date. The following is an overview of how the Entries will be randomly selected for this Promotion.

1. After the established Entry deadline date, but prior to each Drawing, all eligible Entries submitted for that Drawing will be accounted for and the information loaded into a randomizer program.
2. Representatives from the Lottery's Security, Marketing, and Information Technology Services departments will oversee the use of the randomizer program to select the Winning Entries for this Promotion.
3. Winning entries will be randomly selected for each Drawing. The order in which the Winning Entries are drawn shall be recorded by Lottery officials. The Lottery's decision shall be final and controlling.
4. Immediately after the Winning Entries are selected for each Drawing, ten (10) alternate Entries also will be selected using the same randomizer program. All alternate Entries will be recorded in the order in which they were selected and will be used at the Lottery's discretion should any Winning Entry be determined ineligible.

5. After each Drawing is completed, representatives of the Lottery's Security, Marketing, and Information Technology Services departments will confirm that the Winning Entries selected in that Drawing are valid.
6. In the event that a selected Winning Entry is deemed invalid (see **Section F** "Entry Requirements"), the first valid alternate Entry will be selected as a Winning Entry. This process shall continue until all valid Winning Entries have been selected for the particular Prize.

M. PRIZEWINNER PROCEDURES:

Each Prizewinner selected in association with this Promotion will be notified by the Lottery via United Parcel Post (UPS). All Prizewinners will receive a *Winner Claim Form* and an *Affidavit of Eligibility Form*. Trip winners also will receive a *Companion Waiver and Release Form*. Prizewinners will be required to complete and return all required forms by the deadline stated in the *Winner Notification Letter*. Any Prizewinner who fails to respond to his/her *Winner Notification Letter* by the claim deadline date stated in his/her *Winner Notification Letter* will forfeit his/her Prize. An Alternate Winner will be selected and notified on the first business day after the deadline date stated in the *Winner Notification Letter*. Once an Alternate Winner has been notified, the original winner will no longer be entitled to receive the Prize stated in his/her *Winner Notification Letter*.

N. PRIZEWINNER VERIFICATION:

1. Methods used by the Lottery to establish and confirm a Prizewinner's identity include, but are not limited to:
 - viewing and/or copying the Prizewinner's valid government-issued photo identification
 - viewing and/or copying proof of taxpayer identification number (e.g., Social Security number)
 - asking identity-verifying questions in the absence of the aforementioned document proof; and/or
 - viewing and/or retaining the information provided on a Lottery *Winner Claim Form*.
2. **In all cases involving a Promotion Cash Prize greater than \$100**, the Lottery must be provided with the Prizewinner's valid government-issued photo identification and taxpayer identification number (e.g., Social Security number). Payment will be delayed until such a number is provided, and the Prizewinner shall not be entitled to interest on the Prize funds attributable to such delay.

O. PRIZEWINNER RESPONSIBILITIES: Each Prizewinner who wins a Trip Prize with this Promotion understands that failure to adhere to the following will result in the forfeiture of his/her Prize:

1. Airlines retain the right to charge for baggage. If applicable, the Prizewinner and his/her guest will be responsible for these charges.
2. If a Prizewinner fails to be present at the designated location at the designated time of departure for his/her trip, the Prizewinner shall forfeit his/her Prize.
3. The hotel provider may require a credit card or cash deposit at check-in to cover incidentals. If required, this will be the responsibility of the Prizewinner.
4. Travel, health, accident and/or life insurance are the responsibility of the Prizewinner and his/her guest.
5. Airline, hotel and/or promotion providers, in addition to Lottery personnel or their designee, reserve the right to revoke full or partial components of this Prize from a Prizewinner and/or his/her guests if any are deemed intoxicated, a safety risk, or has violated any policy or law.

P. PRIZE AWARD/PAYMENT:

1. When paying a Prize **in excess of \$600**, the Lottery shall report the winnings or withhold taxes pursuant

to rules established by the Internal Revenue Service and Virginia Department of Taxation and shall file the appropriate income reporting form(s) with the Internal Revenue Service and the Virginia Department of Taxation. Additionally, if the Prize is a cash Prize **greater than \$100** and subject to any set-off for delinquent debts, the Lottery shall withhold any monies due under Virginia's Set-Off Debt Collection Act if the agency has registered such debt with the Virginia Department of Taxation and timely notice of the debt has been furnished by the Virginia Department of Taxation to the Lottery.

2. Virginia Lottery Cash Prizes awarded during this Promotion are not transferable or assignable. A trip Prizewinner may appoint a Proxy (or have a Proxy appointed) to participate in the New York City Trip Prize and/or appear in the live television broadcast of Dick Clark's New Year's Rockin' Eve program. Each Prizewinner regardless if they use a Proxy, will be legally required to include the value of is/her Prize, as well as any taxes paid by the Lottery on his/her behalf, in his/her taxable income for tax-reporting purposes.
3. Each Prizewinner is legally required to include the value of the Prize, as well as any taxes paid by the Lottery on his/her behalf, in his/her taxable income for tax-reporting purposes. As a result of accepting a Prize and considering a Prizewinner's total taxable income for the year in which the Prize is accepted, a Prizewinner may fall into a higher tax bracket for his/her federal and state tax liabilities for the year in which the Prize is accepted.
4. A Prizewinner agrees to participate in a press conference and agrees to the use of his/her name and/or photo for publicity at the Lottery's discretion. Examples of publicity include, but are not limited to, news releases, Internet, news media and signs at Lottery retailer locations. In addition, a Prizewinner agrees to participate in Lottery promotional efforts which may include his/her name, hometown, the amount of the Prize won, and the Promotion won, through "social media," which may include, but will not be limited to, YouTube®, Twitter®, Facebook®, Instagram® or similar efforts, without additional consent from or compensation to the Prizewinner.

Q. CANCELLATION POLICY:

Canceled Drawing or Prize award(s): The Director may, in the Director's sole discretion, cancel the production of Entry Forms/email entry notifications, Prize Drawings and/or the awarding of Prizes, on holidays, days of special importance or on days when conditions make conducting the Drawings or awarding Prizes impractical or inappropriate, and may elect to conduct Drawings and/or make-up Drawings and/or the awarding of Prizes at such times and dates, and pursuant to such methods, as the Director may determine, all with the Director's sole discretion. Neither the Lottery, the Director, nor any employee of the Lottery or member of the Lottery Board shall have any liability whatsoever for any such reschedule/cancellation.

Termination of Promotion: The Director may, at any time, announce a suspension or termination of this Promotion, without advance notice and in the Director's sole discretion, at which point no further Entries will be accepted and no additional Prizes shall be awarded. Neither the Lottery, the Director, nor any employee of the Lottery or member of the Lottery Board shall have any liability whatsoever for any such suspension/termination.

R. DISPUTES:

The Director may refrain from awarding/paying a Prize pending final determination under any of the following circumstances:

- if a dispute related to any Prize occurred or if it appears that a dispute may occur;
- if there is any question regarding the identity of the Claimant; or
- if there is any question regarding the validity of any Entry submitted.

No liability for interest arising because of any such delay, or any delay beyond the Lottery's control, shall accrue to the benefit of the Prizewinner pending award/payment of the Prize. The Lottery is neither liable for, nor has it any responsibility to resolve, disputes between or among competing Claimants.

In the event of a dispute or other instance of doubt, the decision of the Director shall be final and binding.

S. GOVERNING LAW:

By participating in this Promotion, each person agrees to comply with and abide by the Lottery laws, Lottery regulations, all final decisions of the Director of the Lottery, and these and any other applicable Rules established by the Lottery Board and/or Director of the Lottery for the conduct of this Promotion. Any dispute arising that relates to any aspect of this Promotion shall be governed by the laws of the Commonwealth of Virginia, and the venue for the determination of any such dispute shall be the city of Richmond, Virginia.

T. WAIVER OF CLAIMS:

By entering this Promotion, each Recipient agrees to indemnify, hold harmless, and waive any claims against the Commonwealth of Virginia, the Lottery and any of their Board Members, affiliates, employees, directors, officers, agents, representatives and assigns of any of said entities, arising, directly or indirectly, out of, or in any way connected with, this Promotion, the Entry Forms/email entry notifications issued and/or Prizes awarded in connection therewith.

U. AMERICANS WITH DISABILITIES ACT (“ADA”):

The Lottery is not responsible for any third party’s compliance with ADA Rules and Regulations where applicable in connection with the Promotion or the Prizes awarded.

EXHIBIT A

TRIP PRIZE TERMS AND CONDITIONS

NOTE: TERMS OF ART USED BUT NOT SPECIFICALLY DEFINED IN THIS EXHIBIT A [E.G., LOTTERY, WINNER, TRIP PRIZE, PRIZE PROVIDER, ETC.] MAY BE CHANGED TO BE CONSISTENT WITH PARTNER'S CUSTOMARY LANGUAGE IN ITS RULES/DISCLOSURES.

Winner must travel on or about December 29, 2022, and January 1, 2023, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times selected by Lottery, the selected Winner will forfeit the Trip Prize, and another Winner will be selected from among eligible entries received, time permitting. 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. Winner and his or her guest ("Guest") must travel on same itinerary. 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.

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.

The date and location of any of the events or activities included in the Trip Prize (individually/collectively, "Event(s)") 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 will be paid in lieu of any cancelled Event or any other element of the Trip Prize.

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'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 Trip Prize. If Winner elects to appoint a proxy, he/she must do on or before **November 18, 2022**.

- 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.

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 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 his or her 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 the Events, (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 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.

Notwithstanding anything to the contrary herein, officers, directors, members, managers, employees, and contractors of DCP Rights, 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.