

Promotional Procedures: Powerball First Millionaire of the Year[®]

Draw Games – Non-winning Powerball ticket and QUICKTICKET^{™*}

Promotion Type

Second Chance Promotion

Promotion Detail

Enter any non-winning Powerball ticket and/or QUICKTICKET purchased between September 13, 2021 through October 10, 2021 for a chance to win a prize.

Promotion Dates: September 13, 2021 through October 10, 2021

Oklahoma Lottery Semi-Finalist Prize Description				
Drawing #	Entry Period	Drawing Date	# of winners	Prize
1	September 13, 2021 - October 10, 2021	October 13, 2021 <i>Entrants must be registered with the Oklahoma Lottery App and Website. All entries must be received by 11:59 p.m. on October 10, 2021 to be eligible for drawing.</i>	16	Drawing #1: Sixteen (16) winners will receive \$500 cash

Prizes:

Sixteen (16) winners will be selected for one of the following prizes:

1. \$500 cash prize (value \$500)

Entry Submission Methods

Oklahoma Lottery App

To enter, players must download the Oklahoma Lottery App to their iOS or Android mobile device and complete ALL registration fields (first and last name, email, birth date, phone number, address, city, zip, and password) to create a user account. To register, enter for and/or win a prize on the app, players must agree to the terms of service and privacy policy of the app. Players must be 18 years or older and an Oklahoma resident to register, enter for and/or win a prize on the app. Once an account is registered, players will need to confirm their email address linked with the app and verify their account. Once their account is verified, a player can log in to their account. Players will select the Replay tab on the app, then select Tickets, and scan a non-winning Oklahoma Lottery draw ticket for one entry into the promotion.

Drawing Information

The prize drawings will be held at the Oklahoma Lottery Commission headquarters. During the drawings, only the claims representative and security official will be present. All submitted entries will be digitized and uniquely numbered for the official drawing. A computer-based automated drawing system will be used to execute the official drawing. A total of three (3) entries will be drawn for each promotional drawing. The first entry drawn will be assigned the winner and will be awarded the prize, pending validation through the OLC claims process. The remaining entries drawn will be assigned as alternates in the event the winner cannot claim their prize.

*All Oklahoma Lottery draw tickets will qualify for entry.

The winners will be contacted by the OLC for prize fulfillment purposes. If there are not enough valid entries within the total number drawn, an equal amount will be re-drawn and subsequently validated through the OLC claims process.

Oklahoma Lottery General Rules and Procedures:

1. All prize winners must be 18 years or older and an Oklahoma resident. All winners will be required to provide a government issued photo ID. Any prize over the amount of \$600 will require a copy of a government issued photo ID and proof of Social Security Number. Winners will be notified via phone of their winning status using the contact information provided on their user account. After initial contact, winner must complete the OLC validation process within **five (5) business days or winner will automatically forfeit the prize**. If a winner is not able to be reached by phone a voicemail (if possible) will be left, email and written letter will be sent indicating that the winner has five (5) business days to contact the OLC or the prize will be forfeited. Once the winner contacts the OLC, then they will have an additional five (5) days to complete the OLC validation process. A reminder phone call will be initiated at the end of the fourth (4th) day notifying the winner that they have less than 24 hours until their prize is forfeited. Final awarding of prize will take place after all validation processes have been completed.

If a prize has a time sensitive element to it (i.e., event or sporting tickets), the OLC may decrease the contact deadline or validation deadline to a period not less than 24 hours.

Any other variation to the communicated deadline must have an approval by the OLC Director of Marketing and Advertising.

2. Powerball First Millionaire of the Year winner(s) may pick up their prize at the OLC Headquarters, receive the prize by mail, or direct deposit. Winner(s) must provide a government issued photo I.D. via email, fax or in person as proof of age to claim their prize. Winner(s) must be Oklahoma residents living in the state of Oklahoma at the time of the drawing and may be asked to provide proof of residency. There is no cash value in lieu of the advertised prizes. Winner(s) may forfeit the prize, in doing so that prize will be awarded to an alternate winner. Winner(s) may transfer the prize to someone else. If winner(s) chooses to transfer the prize they must do so in writing by notarized letter stating the intent to transfer and the name of the recipient. The recipient must then complete the OLC claims process in its entirety through the claims department.
3. By submitting an entry, each player authorizes the OLC to release prize winner information to various media sources. Winners' names and pictures will also be posted on the Oklahoma Lottery website (www.lottery.ok.gov), digital screens at retailers and outdoor billboards throughout the state and can be used at authorized Oklahoma Lottery retailers and on social media platforms. The winner hereby consents to the reasonable use by the OLC of the winner's photographs, voice, likeness, and/or image, contents of the entry form and the name and age of the winner without any further notice or compensation for any future promotional activity.
4. The OLC reserves the right, at its sole discretion, to substitute a prize of equal or greater value if any prize cannot be awarded as described due to unavailability or for any other reason. Additional restrictions and conditions specific to any particular prize will be disclosed to winners upon prize notification.
5. Prizes pictured on point-of-sale materials, the Oklahoma Lottery website and mobile app, and social media platforms are for illustrative purposes only.

6. Winners of cash and merchandise prizes valued over \$600 will be issued a W2-G tax form. Cash prizes over \$5,000 are subject to federal and state tax withholdings at the time of prize awarding. Additional local, state, federal or other taxes, expenses or surcharges associated with the prizes (if any) and not mentioned in these rules are the responsibility of the winner.
7. The OLC and its agencies are not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry, winner or other contest information by sponsors or entrants for any reason whatsoever. The OLC is not responsible for the inability to download apps or the inability to support Apple or Google devices that are no longer supported by their respective stores. The OLC is not responsible for entries that are late, misdirected or incomplete. All entries become the sole property of the OLC and will not be returned. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE OLC RESERVES THE RIGHT TO CANCEL THE PROMOTION IF IT BECOMES TECHNICALLY CORRUPTED.
8. The OLC reserves the right to refuse admission of an entry or group of entries if it is determined that the submission has occurred under a pretense that does not conform to the above listed rules.
9. Owners and employees of a licensed Oklahoma Lottery retail location may only win one promotional prize within a 12-month period unless specifically stated in the promotional procedures for a specific promotion. Promotional prizes include any cash or non-cash prize; methods of entry include but are not limited to social media, second chance, and Buy X Get Y, Oklahoma Lottery app promotions.
10. Former employees of the OLC are permitted to participate in promotions. If a former employee is selected as a winner of a promotion, they are required to speak with a representative of OLC Security prior to prize being awarded.
11. No other tickets or entries are eligible for this promotion, online games, sample-void tickets, altered or stolen tickets, postcards, any canceled ticket or any likeness of an authentic ticket.
12. Ticket or terminal printed entries **must be submitted by the person or persons who purchased the ticket.** A qualified entry may be submitted by another individual if they have the expressed consent by the original purchaser of the ticket. The Oklahoma Lottery retailers who purchase tickets within their store can participate in the promotion, however, entries or tickets left or discarded the store by purchasing customers will not be eligible for the promotion.
13. The OLC will not provide any assurance and/or verification of receipt of any entry submitted by any player or promotion participant.
14. Once final transfer of a prize is complete, the winner has sole ownership of the prize and the use of the prize is at the owner's discretion.
15. Each person entering this promotion agrees by the act of participation to be bound by these promotional procedures of the OLC.
16. Employees of the OLC and any family member(s) living in their household are not eligible.
17. By participating in this promotion, entrants agree to release and hold harmless the OLC from and against any claim or cause of action arising out of participation in the promotion or receipt or use of any prize.

18. Winners are required to take a picture and/or video to be used in advertisement on OLC assets. Failure to comply will result in forfeit of prize and an alternate winner will be chosen.
19. These promotional procedures may be modified at any time at the sole discretion of the OLC. Changes will be posted on our website.
20. All Promotional Procedures and Game Rules are available at www.lottery.ok.gov or by contacting the OLC at 405.522.7700.

Powerball First Millionaire of the Year Prize Description

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" ringlight, 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; and
- 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 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.

Powerball First Millionaire of the Year Promotion Specific Rules and Procedures

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), household members, and subject to the Production Requirements, a designated number of guests may participate and appear in the production and broadcast of the Program. In such event, Prize Provider will provide the location, transportation, food, beverage, and other production elements for the NYE Party separately and in addition to the Prize, the elements of which will remain available for Winner's use in his/her discretion at another time. Household members and if applicable, guests celebrating with Winner on December 31, 2021, whether at Winner's residence or other location, will be required to satisfy 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.