

OFFICIAL RULES ILLINOIS LOTTERY GRAB MACHINE PROMOTIONS

These Official Rules shall replace the prior version and are effective as of the Effective Date set forth below.

- 1. PROMOTION PERIOD:** Each Illinois Lottery Grab Machine Promotion (“Promotion”) is valid for the period (“Promotion Period”) set forth in the press release or media alert about such Promotion or on the Illinois Lottery website events landing page (i.e., www.illinoislottery.com/events) (collectively, the “Promotion Notice”).
- 2. SPONSOR AND ADMINISTRATOR:** For purposes of these Official Rules, “Illinois Lottery” shall mean the Illinois Department of the Lottery (“Sponsor”), which is acting through Allwyn Illinois LLC in its capacity as private manager or its successor designated by the Sponsor. The Promotion is administered by Allwyn Illinois LLC or a successor designated by Sponsor (“Administrator”).
- 3. AGREEMENT TO THE OFFICIAL RULES:** By participating in a Promotion, all participants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor and Administrator as final and binding in all matters related to the Promotion.
- 4. HOW TO ENTER:** Entrants will receive notice via a Promotion Notice of an opportunity to go to a location identified in the Promotion Notice (“Promotion Location”). At the Promotion Location, the entrant must enter the Illinois Lottery Grab Machine (“Machine”) during the Promotion Period, then when the Machine is turned on, attempt to grab as many prizes as possible during the permitted amount of time. During their turn, the entrant must cross their arms upon entering the machine; the entrant cannot bend their knees or stuff tickets into their shirts. Depending on the Promotion, the entrant will have a maximum of five (5) seconds to grab as many tickets as possible. Participation is limited to one (1) Machine turn per entrant per Promotion.
- 5. ODDS:** Eligible players who take a turn in the Machine and try to grab a prize will have a 100% chance of winning a prize.
- 6. ELIGIBILITY:** The Promotion is open only to individuals who, at the time of entry, are at least eighteen (18) years of age. In addition, the following persons are not eligible to enter this Promotion or claim a prize: (a) any member of the Lottery Control Board (“Board”), and any officer or any other person employed by the Board or the Sponsor; (b) owners, officers and employees of the Administrator; (c) officers and employees of advertising, public relations, and sales promotion agencies employed by the Sponsor who are directly involved in the Illinois Lottery engagement; (d) officers and employees of audit firms performing services for the Sponsor; (e) other contractors and agents of the Sponsor; and (f) any spouse, child, or family member residing as a member of the same households in the principal place of residence of any person designated in (a) through (e). The Promotions are void where prohibited by law.

7. PRIZES AND THE VALUE OF THE PRIZES: The prizes that will be placed in the Machine shall be set forth in the Promotion Notice. The approximate retail value of one prize shall be provided in the applicable Promotion Notice. Participants may grab more than one prize in a Promotion. If a participant is unable to grab any prizes in the Machine during their allotted time, then the participant will receive one (1) Illinois Lottery ticket whose value shall be predetermined by the Administrator.

The dates and times of each Promotion may be subject to change and cancellation. The winner and guest(s) agree to comply with all applicable venue rules and policies in connection with the prizes. Any comments made by a participant in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous may disqualify the participant, at Administrator's sole discretion. The Promotion Entities (defined below) will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage, or any other natural disaster outside their control that may cause the cancellation or postponement of the Promotion. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes are the winners' sole responsibility. All travel risks, insurance, loss, or damages due to prize acceptance or use are the sole responsibility of the winners. Neither the Promotion Entities nor their affiliates or subsidiaries will be responsible for any loss, liability, or damage arising out of a winner's acceptance or use of a prize.

8. GENERAL PRIZE RESTRICTIONS: Each Promotion is subject to availability and change. No substitution or cash redemption allowed by winner. No cash equivalent of the prize will be awarded, and the prize is not exchangeable or otherwise transferable. Administrator reserves the right to substitute the prize in whole or in part with other prizes of comparable or greater value, if the intended prize is not available for any reason, as determined by the Administrator in its sole discretion. Transportation and lodging are not included. The winners will be exclusively and solely responsible for travel to and the costs thereof, and all other costs and expenses associated with prize acceptance and use not described as being provided, including but not limited to parking expenses, gratuities, and other expenses incurred by accepting a prize. The Promotions are governed by and shall be construed in accordance with Illinois law and is subject to all applicable federal, state, and local laws and regulations. Any and all taxes, including but not limited to federal, state, and local taxes, are the exclusive and sole responsibility of the winner. The winner may be required to provide his or her Social Security number and appropriate tax documentation for tax reporting purposes. If required, Sponsor will file an IRS Form 1099 or similar document with the Internal Revenue Service for the fair market value of any prize.

9. GENERAL CONDITIONS AND RELEASE: The Promotions are subject to applicable laws and regulations. By entering, each entrant (a) agrees to defend, indemnify, release, and hold harmless Sponsor and Administrator (collectively the "Promotion Entities"), and each of their

respective owners, parents, affiliates, subsidiaries, directors, officers, agents, employees, managers, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any and all other companies associated with the Promotions, and all of their respective officers, directors, employees, agents, and representatives (collectively, the “Released Parties”) from and against any and all claims, causes, costs, injuries, losses, or damages of any kind that may occur, directly or indirectly, in whole or in part, arising out of the entrant’s participation in any Promotion or receipt or use of any prizes, including, but not limited to: (i) unauthorized human intervention in any Promotion; (ii) technical errors related to computers, servers, providers, or telephone or network lines; (iii) printing errors; (iv) lost, late, postage-due, misdirected, or undeliverable mail; (v) errors in the administration of the Promotion or the processing of entries, including but not limited to data entry errors resulting from or caused by the entering, keying, or mis-keying of the required information by entrants; (vi) injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant’s participation in any Promotion or receipt or use of any prize; (vii) the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of any prize or any travel or activity related to the receipt or use of any prize; (b) grants Sponsor and each of its respective designees a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from entrant’s post (including any images) in whole or in part, in any form, format, or medium, of any kind now known or later developed; (c) if selected as the winner, consents to the use by Sponsor and each of its respective designees of the winner’s name, hometown, photograph, voice, or other likenesses and prize information for promotion, advertising, and marketing purposes in any media or format now known or hereafter devised, throughout the world, in perpetuity, without additional compensation, consideration, notification, or permission, unless prohibited by law, and upon request will provide written confirmation of such consent; and (d) acknowledges that none of the Promotion Entities or anyone else has either made, or is in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize including, but not limited to, its quality or availability and ALL SUCH WARRANTIES ARE DISCLAIMED IN THEIR ENTIRETY. Neither any of the Promotion Entities nor any of their service providers are responsible for incorrect or inaccurate transcription of entry information; any human or other error, technical malfunctions; lost or delayed data or voice transmission; omission; interruption; deletion; defect; line failures of any telephone network, computer equipment, or software; inability to access any online service or website or to complete a telephone call or facsimile transaction; any other error or malfunction; late, lost, or misdirected mail; or any injury or damage to an entrant’s or any other person’s computer related to or resulting from participation in any Promotion.

Neither the Promotion Entities, or their agents and representatives, owners, parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors are

responsible for and will not be liable for: (a) late, lost, damaged, misdirected, incomplete, unintelligible, or postage due entries; (b) telephone, electronic, hardware or software program, network, internet or computer malfunctions, failures or difficulties of any kind; (c) failed, incomplete, garbled, or delayed computer transmissions; (d) any condition caused by events beyond their control that may cause any Promotion to be disrupted or corrupted; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any Promotion, acceptance, possession, redemption, or from participation in any Promotion; (f) any printing or typographical error in any material associated with any Promotion (g) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with any Promotion, including, without limitation, errors or difficulties that may occur in connection with the administration of any Promotion, the processing of entries, the announcement of the prizes, or in any Promotion-related materials; or (h) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in any Promotion.

The Sponsor and Administrator reserve the right, in their sole discretion, to cancel any Promotion in its entirety, if it becomes technically corrupted or because of non-authorized human intervention. If any discrepancy should exist between these Official Rules and any promotional material describing any Promotion, these Official Rules shall govern.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE ASSOCIATED WITH THE PROMOTIONS, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF ANY PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR WILL DISQUALIFY ANY SUCH ENTRANT, AND ADMINISTRATOR AND THE APPLICABLE PROMOTION ENTITIES AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT OR INDIVIDUAL(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

No failure to enforce any term of these Official Rules shall constitute a waiver of that provision. These Official Rules may be modified for clarification purposes without materially affecting the terms and conditions of any Promotion. If for any reason a Promotion (or any portion thereof) is not capable of being executed as planned, or in the case of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures, or any other causes that, in the opinion of Sponsor or Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of a Promotion (or any portion thereof), Administrator and Sponsor reserve the right in their sole discretion to disqualify any suspect entry

or entrant and/or to cancel, terminate, modify, or suspend any Promotion (or any portion thereof). Sponsor and Administrator reserve the right in their sole discretion to cancel any Promotion in its entirety, if it becomes technically corrupted or because of non-authorized human intervention. In the event of any disqualification of a suspect entry or entrant, notice thereof will be posted. Entrants not complying with all rules are subject to disqualification. In the event of any termination, cancellation, or suspension, notice thereof will be posted on the Illinois Lottery website.

10. APPLICABLE LAWS: All entrants agree to comply with and abide by all applicable laws, including the Illinois Lottery Law (20 ILCS 1605/1 *et seq.*), administrative rules and regulations, instructions, conditions and final decisions of the Sponsor and all procedures established by Sponsor and the Administrator for each Promotion. In the event of a conflict between these Official Rules and any summary, representation, or other restatement of rules appearing in any advertisement, point of sale material, tickets or other media, these Official Rules shall govern. In the case of a conflict or contradiction between or among the Illinois Lottery Law, Illinois Lottery administrative rules (11 Ill. Admin. Code Parts 1700 and 1770), and these Official Rules, the Illinois Lottery Law and administrative rules shall control. The Sponsor does not waive sovereign immunity rights provided under law and nothing in these Official Rules shall be interpreted to constitute a waiver of the Sponsor's sovereign immunity rights.

11. DISPUTE RESOLUTION: Except where prohibited by law, by entering, Promotion entrants agree that in the event of a dispute concerning the construction, validity, interpretation, or enforceability of these Official Rules, the determination of the Sponsor shall be final and binding. Any entrant who disputes a final decision of the Sponsor may seek review before an Administrative Law Judge pursuant to Section 7.3 of the Illinois Lottery Law. In accordance with the Illinois Lottery's hearing rules (11 Ill. Admin. Code Part 1700), the Director will review the recommendation of the Administrative Law Judge and, if applicable, the Board, and issue a final decision regarding the dispute. Any party adversely affected by a final decision or order of the Director may obtain judicial review as provided by the Illinois Lottery's hearing rules and Administrative Review Law (735 ILCS 5/Article III). All issues and questions concerning the rights and obligations of participant(s) in relation to Sponsor, Administrator, and their agents shall be governed by and construed exclusively in accordance with the laws of the State of Illinois without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any such action at law or in equity shall be filed only in the state or federal courts located in Chicago, Illinois, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. EXCEPT WHERE PROHIBITED BY LAW, BY PARTICIPATING IN ANY PROMOTION, EACH ENTRANT AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH ANY PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-

POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN ANY PROMOTION BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, MULTIPLIED OR OTHERWISE INCREASED DAMAGES; AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES.

12. INFORMATION: For more information contact support@illinoislottery.com, 1-800-252-1775, or Illinois Lottery Grab Machine Promotion c/o Allwyn Illinois, 200 W. Jackson Blvd., Suite 1100, Chicago, IL, 60606. Please allow up to six (6) weeks for a response. Please allow up to six (6) weeks for a response.

IF YOU BELIEVE YOU OR SOMEONE YOU KNOW HAS A GAMBLING PROBLEM, CRISIS COUNSELING AND REFERRAL SERVICES CAN BE ACCESSED BY CALLING 1-800-GAMBLER (1-800-426-2537).

Effective Date: September 29, 2023.