

## **OFFICIAL RULES ILLINOIS LOTTERY PROMOTIONAL OFFERS**

1. **PROMOTION PERIOD:** Each Illinois Lottery Promotional Offer (defined in Section 4) is valid for the period provided in the applicable Promotional Offer (“Promotion Period”).
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 Camelot Illinois LLC in its capacity as private manager or its successor designated by the Sponsor. The Promotion is administered by Camelot Illinois LLC or a successor designated by Sponsor (“Administrator”).
3. **AGREEMENT TO THE OFFICIAL RULES:** By redeeming a Promotional Offer, all redeemers 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 Promotional Offer. Redeeming a Promotional Offer is contingent upon fulfilling all requirements set forth herein.
4. **HOW TO ENTER:** Select eligible Illinois Lottery account holders will be given notice of an opportunity to receive a prize (e.g., credit in wallet, free lottery ticket) in exchange for an action by the player (collectively, a “Promotional Offer”). The prize and the player action required to redeem the Promotional Offer (“Required Act”) will be provided in such Promotional Offer. In order to redeem the Promotional Offer, the player must perform the Required Act during the Promotion Period. The applicable prize will be issued after proper redemption of the Promotional Offer; this process may take up to twenty-four (24) hours after the Required Act is completed. The Administrator may send notifications of the Promotional Offer through email, websites, paid media activities, affiliate program activities, direct mail, text message, push notifications, and social media sites. Limit one (1) prize per person per Promotional Offer.
5. **ODDS:** Eligible players who perform the Required Act have a 100% chance of winning a prize. Players who do not perform the Required Act have a 0% chance of winning a prize.
6. **ELIGIBILITY:** The Promotional Offer is open only to individuals who, have an Illinois Lottery account, are at least eighteen (18) years of age, reside within the State of Illinois, and are deemed by the Administrator as qualified to receive a Promotional Offer. Determining the players who are qualified for a Promotional Offer shall be at the sole discretion of the Administrator. In addition, the following persons are not eligible to redeem Promotional Offers 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 Promotional Offer is void where prohibited by law.

7. **PRIZES AND THE VALUE OF THE PRIZES:** The Promotional Offer prize shall be set forth in the Promotional Offer. The approximate retail value, if any, of the Promotional Offer prize shall be provided in the applicable Promotional Offer.

The dates and times of the Promotional Offer may be subject to change and cancellation. Any comments made by a Promotional Offer redeemer in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous may disqualify the redeemer, 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 Promotional Offer. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes are the redeemers' sole responsibility. All insurance, loss, or damage due to Promotional Offer redemption or use of a prize are the sole responsibility of the redeemer. Neither the Promotion Entities nor their affiliates or subsidiaries will be responsible for any loss, liability, or damage arising out of a redeemer's redemption of a Promotional Offer or use of a Promotional Offer prize.

8. **GENERAL PRIZE AND PROMOTIONAL OFFER RESTRICTIONS:** The Promotional Offer is subject to availability and change. No substitution or cash redemption allowed by winner. No cash equivalent of the Promotional Offer or prize will be awarded. The Promotional Offer and prize are 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 redeemers will be exclusively and solely responsible for all costs and expenses associated with Promotional Offer redemption and prize acceptance and use not described as being provided, including but not limited to any expenses incurred by redeeming a Promotional Offer or accepting a prize. The Promotional Offer is 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 Promotional Offer is subject to applicable laws and regulations. By redeeming the Promotional Offer, each redeemer (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 Promotional Offer, 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 redeemer’s redemption of the Promotional Offer or receipt or use of any prizes, including, but not limited to: (i) unauthorized human intervention in the Promotional Offer; (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 redeemers; (vi) injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from redeemer’s redemption of the Promotional Offer or receipt or use of any Promotional Offer; (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 the Promotional Offer.

Neither the Sponsor, Administrator, 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 the Promotional Offer to be disrupted or corrupted; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of the Promotional Offer, acceptance, possession, redemption, or from participation in the Promotional Offer; or (f) any printing or typographical error in any material associated with the Promotional Offer.

Sponsor reserves the right, in its sole discretion, to cancel the Promotional Offer 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 the Promotional Offer, these Official Rules shall govern.

**CAUTION:** ANY ATTEMPT BY A REDEEMER OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE ASSOCIATED WITH THE PROMOTIONAL OFFER, TAMPER WITH THE REDEMPTION PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE PROMOTIONAL OFFER MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH REDEEMER, AND SPONSOR AND THE APPLICABLE PROMOTION ENTITIES AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH REDEEMER 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 the Promotional Offer. If for any reason the Promotional Offer (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 the Promotional Offer (or any portion thereof), Administrator and Sponsor reserve the right in their sole discretion to disqualify any suspect redemption or redeemer and/or to cancel, terminate, modify, or suspend the Promotional Offer (or any portion thereof). Any redeemer that redeems a Promotional Offer via a fake account (e.g., bot account) will be disqualified. Administrator reserves the right in its sole discretion to cancel the Promotional Offer in its entirety, if it becomes technically corrupted or because of non-authorized human intervention. In the event of any disqualification of a suspect redemption or redeemer, notice thereof will be posted. Redeemers 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 redeemers 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 the Promotional Offer. 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 redeeming, Promotional Offer redeemers 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 redeemer who disputes a final decision of the Sponsor may seek review before a hearing officer 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 hearing officer 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. Redeemer 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 redeemer 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 REDEEMING THE PROMOTIONAL OFFER, EACH REDEEMER AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTIONAL OFFER 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 REDEEMING THE PROMOTIONAL OFFER BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY REDEEMER BE PERMITTED TO OBTAIN AWARDS FOR AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES; ANY OTHER

DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**12. INFORMATION:** For more information contact [promotionaloffers@camelotillinois.com](mailto:promotionaloffers@camelotillinois.com) or Illinois Lottery Promotional Offers c/o Camelot Illinois, 200 W. Jackson Blvd., Chicago, IL, 60606. 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: May 15, 2020