

**Official Drawing Rules
Minnesota State Lottery
Powerball® First Millionaire of the Year Livestream Social Sweepstakes
Thursday, July 27, 2023**

1.1. Definitions

- A. **“Partner”** means Minnesota Lottery.
- B. **“Producer”** means Dick Clark Productions.
- C. **“MUSL”** or **“Prize Provider”** means the Multi-State Lottery Association.
- D. **“Program”** means *Dick Clark’s New Year’s Rockin’ Eve (2023-24)* television special scheduled for live television broadcast on the ABC television network on December 31, 2023 – January 1, 2024 (**“Program Date”**).
- E. **“VIP Trip”** means the trip arranged by the Producer and the Prize Provider on or about December 29, 2023 which contains travel, accommodations, and a chance to win up to one million dollars (\$1,000,000).

2.1. Duration

The Powerball First Millionaire of the Year Livestream Social Sweepstakes will begin at approximately noon Central Time (“CT”) on July 27, 2023, and conclude at approximately 12:30 p.m. CT on July 27, 2023. Comments made on the video after the livestream has ended are not eligible to win.

3.1. Eligibility and Entry

- A. be a registered member of Facebook (www.facebook.com);
- B. be eighteen (18) years of age or older;
- C. be a resident of the state of Minnesota with a Minnesota U.S. Postal Service mailing address;
- D. A player may enter the Powerball First Millionaire of the Year Social Sweepstakes by making a comment on the Powerball First Millionaire of the Year Livestream while it is live on July 27, 2023. Comments made on the video after the livestream has ended are not eligible to win. No purchase is necessary.
- E. One (1) winner per household per drawing is permitted. Each entry must correspond to one (1) person.
- F. Any entry or portion of an entry that demeans, defames, or ridicules others, contains profanity or illegal activity, or is not in the best interest of the Minnesota Lottery or its marketing may be deleted and disqualified from this Social Sweepstakes.
- G. Employees (including immediate family residing in the same household) of the Lottery, employees (including immediate family residing in the same household)

of any company that is not eligible to receive a prize from the Lottery pursuant to law or a contract with the Lottery, and all other persons prohibited by law are ineligible to participate or receive a prize from the Powerball First Millionaire of the Year Social Sweepstakes.

- H. A player who submits an entry must be eighteen (18) years of age or older.
- I. The Lottery is not responsible for delayed, lost, or misdirected electronic submissions made through the Internet.
- J. The Lottery will request personal information to validate each prizewinner. Incomplete information may result in disqualification. If the Lottery is unable to validate a winning entry, the Lottery will deem it ineligible, and the player will not be entitled to any prize.
- K. By entering this sweepstakes, a prizewinner consents to the full use of their name and city for publicity and public relations purposes.
- L. A player may enter more than once by commenting more than once.
- M. By participating, players agree to these official rules and to the decisions of the Lottery, the Producer, and the Prize Provider which will be final and binding in all respects.
- N. An entry will be considered invalid if it does not meet all requirements for eligibility stated in this section.
- O. This sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook.
- P. This sweepstakes is governed by additional rules administered by the Producer and MUSL. In the case of a conflict between these rules and any additional rules, the additional rules shall govern.

3.1. Powerball First Millionaire of the Year Drawings

- A. The Lottery will, by use of mechanical or other devices, randomly determine which of the entries submitted are selected.
- B. The Lottery will conduct one (1) drawing. A Lottery representative will draw thirty (30) total winners.
- C. Each entry drawn will receive \$250 cash and a Lottery prize pack including one (1) Lottery-branded Powerball T-shirt (size to be determined by the Lottery), one (1) Lottery-branded plaid blanket, one (1) Lottery-branded duffle bag, one (1) set of four (4) Lottery-branded coasters and one (1) entry into the Powerball First Millionaire of the Year Promotion. The total prize value is \$250.
- D. The Prize Provider will select five (5) entrants from all participating lotteries in the Powerball First Millionaire of the Year Promotion. If an entrant from Minnesota is selected by the Prize Provider, the prize will consist of a VIP Trip on or about December 29, 2023 and a chance to win up to one million dollars

(\$1,000,000) in the Powerball First Millionaire of the Year Promotion. The Powerball First Millionaire of the Year Promotion and the VIP Trip are governed by the attached terms, conditions, and rules. The value of the VIP Trip is \$29,090.91, including \$9,091.91 in cash intended to approximate the withholdings on the VIP Trip (but not the \$1 million prize).

- E. A person may win only once in this Powerball First Millionaire of the Year Promotion drawing.
- F. The Lottery reserves the right to substitute prizes for any reason, including availability and when the prize is claimed. The Lottery offers no express or implied warranty or guarantee of merchandise or trip prizes.
- G. Entrants are responsible for checking their spam folders or adjusting their settings to accommodate messages from the Lottery.
- H. The Lottery, the Producer, the Prize Provider, and/or any of their affiliated entities are not responsible, 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, or misuse of the prize and/or any element thereof. All other costs and expenses related to acceptance and use of any element of the prize not specified herein as being provided may be the sole responsibility of prizewinner, including, without limitation, any fees, costs, and/or taxes related to the Powerball First Millionaire of the Year Promotion.
- I. The prizewinners will be drawn at random from all eligible entries by Lottery representatives on or about Thursday, July 27, 2023. By entering this social sweepstakes, players understand that if they win a prize (including a prize won in the Powerball First Millionaire of the Year Promotion) their name will be listed on the Social Sweepstakes page at www.mnlottery.com/social-sweepstakes. The list will remain on the Social Sweepstakes page for no less than six (6) months.
- J. By entering the Powerball First Millionaire of the Year Promotion, prizewinners consent to full use of any and all information they provide on their entry form for publicity, public relations, and content creation purposes, including on Lottery social media channels and mnlottery.com, by the Lottery.
- K. Questions may be referred to the Lottery at (651) 635-8273, option 1, or cs.support@mnlottery.com.

5.1.1 Claiming Prizes

- A. A prize may not be assigned or transferred to another person. A merchandise or experiential prize may not be shared with another person under a prize-sharing agreement. A cash prize of \$600 or more may be split with another person under a prize-sharing agreement. Estimated federal, state, and local taxes are included in the prize value. All applicable federal, state, or local laws apply.

- B. Each player whose entry was selected by the Minnesota Lottery to win a \$250 (plus merchandise) Prize must fill out and submit a Winner Affidavit form to the Lottery within three (3) business days of notification by the Lottery via Facebook Messenger. If the claim is not validated by the Lottery, the claim will be denied, and the player will be notified immediately. If the Lottery is unable to make contact with a prizewinner within three (3) business days after the drawing, the Lottery may declare the prize to be forfeited by the prizewinner and the prizewinner will have no further right to the prize, and the Lottery may award the prize to an alternate.
- C. If a player who wins a \$250 (plus merchandise) Prize is selected by the Prize Provider to win a VIP Trip must fill out and submit a Winner Affidavit form to the Lottery to claim the prize. If the claim is not validated by the Lottery, the claim will be denied, and the player will be notified immediately. If the prizewinner is delinquent in the payment of Minnesota state taxes or owes a debt as defined in Minn. Stat. § 270A.03, subd. 5, the prizewinner will be given three (3) business days from the date the Lottery informed them of the existence of a debt in which to fully satisfy the debt, as determined by the Minnesota Department of Revenue. If the prizewinner fails to completely satisfy the debt within three (3) business days, unless otherwise described, any lottery logo merchandise will be forfeited and:
 - a. If the amount due is less than or equal to any cash (or cash equivalent) portion of the prize, the Lottery will forward the cash portion of the prize to the Department of Revenue to satisfy the debt on the prizewinner's behalf. The prizewinner will then be awarded the non-cash prize and any remaining cash.
 - b. If the amount due is greater than any cash (or cash equivalent) portion of the prize, the Lottery may liquidate all or part of the non-cash prize and forward any proceeds, along with any cash prize, to the Department of Revenue to satisfy or partially satisfy the debt on the prizewinner's behalf. If any cash or non-cash prize remains, the prizewinner will be awarded the remaining cash and/or non-cash prize.
- D. If a player who wins a VIP Trip is selected by the Prize Provider to win the \$1 million prize, must fill out and submit an additional Winner Affidavit form to the Lottery to claim the prize within thirty (30) business days. If the claim is not validated by the Lottery, the claim will be denied, and the player will be notified immediately. If the prizewinner is delinquent in the payment of Minnesota state taxes or owes a debt as defined in Minn. Stat. § 270A.03, subd. 5, the Lottery will forward the cash portion of the prize to the Department of Revenue to satisfy the debt on the prizewinner's behalf. The prizewinner will then be awarded any remaining cash.

6.1 Emergency Termination

If, for any reason, it is not possible to run all or any part of the Powerball First Millionaire of the Year Social Sweepstakes, including but not limited to the Powerball First Millionaire of the Year Promotion, as planned due to, without limitation, errors in these official rules or advertising for this promotion, tampering, unauthorized intervention, fraud, technical failures, human error, or any other cause beyond the control of the Lottery that, in the sole judgment of the Lottery, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this social sweepstakes, the Lottery and the Prize Provider reserve the right, at its sole discretion, to cancel, terminate, modify, or suspend the promotion.

POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2023-24)

TRIP PRIZE DESCRIPTION

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

- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Winner's city to NYC (if within 250 miles of NYC, rail or ground transportation to be substituted);
- Three (3) nights' hotel accommodations at a Times Square hotel (selected by Prize Provider in its sole discretion) in NYC (double occupancy, room and tax only);
- Two (2) tickets to a welcome event and group dinner at a venue to be selected by Producer on December 29, 2023;
- Two (2) tickets for a private NYC excursion and entertainment experiences to be determined by Producer (e.g., Broadway show, holiday dinner cruise on the Hudson River, etc.) on December 30, 2023;
- Two (2) tickets for a VIP New Year's Eve dinner and entertainment with other Trip Prize winners and their guests and a private *New Year's Rockin' Eve* experience;
- Two (2) gift bags, each with a retail value of at least Two Hundred Dollars (\$200);
- All meals while in NYC, including the Welcome Dinner on December 29, 2023, and the NYE dinner on December 31, 2023;
- Spending money in the amount of One Thousand Dollars (\$1,000); and
- Ground transportation to and from airports, hotel, and activities in NYC.

The approximate retail value of the Trip Prize is Twenty Thousand Dollars (\$20,000).

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

- Winner (or their proxy) may also have the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program, provided that Winner completes and signs all required releases and forms and consents to a background check. If Winner appoints a proxy, the proxy must complete and sign all required releases and clear the background check in order to take the trip. In the event that Winner's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to take the trip (subject to background clearance and Prize Provider deadlines); or (ii) allow proxy to travel and to appoint a second proxy (selected by Prize Provider) to participate in the Program.
- For the avoidance of doubt, Winner's eligibility to participate in the trip and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to complete and sign all required release and forms and/or to consent to a background check and/or by any information obtained pursuant to a background check, but those failures may affect the nature of their appearance and/or degree of participation in the Program. While Winner's eligibility to participate in the drawing for the \$1 Million Prize is an element of the Trip Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is expressly NOT an element of the Trip Prize and is determined by Prize Provider in its sole discretion. Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Winner's eligibility for the \$1 Million Prize.

TRIP PRIZE TERMS AND CONDITIONS

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

WINNER SELECTION AND TRIP PRIZE PARTICIPATION REQUIREMENTS. Participating Lotteries will determine their promotions, including eligibility of potential Winners of the Trip Prize.

GUESTS. Each Winner will be allowed (but is not required) to bring one (1) guest ("Guest") to experience all elements of the Trip Prize. Guest is not eligible to participate in the drawing for a prize in the amount of One Million Dollars (\$1,000,000) to be conducted shortly after midnight on January 1, 2024 as part of the Promotion ("\$1 Million Prize"). Winner and Guest must travel on the same itinerary.

AGE REQUIREMENTS. If Winner is under the age of twenty-one (21), Guest must be at least the age of majority in Guest's state of residence. If Winner is twenty-one (21) or older, Guest may be under the age of eighteen (18) but must be at least thirteen (13) years old (as of the first date of travel), and if Guest is a minor in Winner's state, Winner must be the parent or legal guardian of Guest.

TRAVEL AND EVENT PARTICIPATION. Winner must travel on or about December 29, 2023, and January 1, 2024, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times

selected by Prize Provider, the selected Winner may select a proxy by November 27, 2023. The proxy will participate on Winner's behalf, and the proxy will be provided with all elements of the Trip Prize. Failure to select a proxy by November 27, 2023 or failure of the Winner's selected proxy to satisfy all production requirements as set forth below will result in selection of a proxy by Prize Provider. In either circumstance, Winner will remain eligible for the \$1 Million Prize.

If Winner resides fewer than two hundred fifty (250) miles from New York City, NY, Prize Provider, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation.

No prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted, except those portions of the Trip Prize that may be used by a proxy designated by Winner. Any unused elements of the Trip Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. Notwithstanding the foregoing:

- If Winner misses their flight for any reason, reasonable efforts will be used to reschedule the flight at Winner's expense. If the flight is not able to be rescheduled in a reasonable time for Winner's participation in any of the events or activities included in the Trip Prize (individually/collectively, "Event(s)"), (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Winner will still receive the One Thousand Dollars (\$1,000) of spending money portion of the Trip Prize and the two (2) Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Prize drawing.
- If Winner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked, (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Winner will still receive the One Thousand Dollars (\$1,000) of spending money portion of the Trip Prize and the two (2) Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Prize drawing
- If Winner fails to attend the Event at which the \$1 Million Prize drawing occurs, Winner will remain eligible for the \$1 Million Prize drawing.

In any of the foregoing events, a proxy may be appointed to accept the \$1 Million Prize on Winner's behalf at the time of the drawing; however, in such event, Winner will still receive the \$1 Million Prize (less any tax withholdings and outstanding debt setoff, if applicable).

Winners are responsible for payment of the full amount of any taxes due on the total value of the Trip Prize. Participating Lotteries may, but are not required to, increase the value of the cash prize in order to offset taxes due from Winner. Winners who do not elect to take a guest, or whose Guest, for any reason, does not actually take the trip, are still subject to the full amount of any taxes due on the total value of the Trip Prize.

Failure to respond and/or execute and return required releases, forms, and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment of any element of the Trip Prize may result in forfeiture of the Trip Prize or the applicable element thereof, as Prize Provider may determine in its sole discretion. If forfeited for any reason, Winner will not receive any other prize substitution or compensation of any kind, and Prize

Provider may award the Trip Prize to an alternate recipient as it may determine in its sole discretion. If the Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Prize Provider restrictions, regulations, guidelines, or risk assessments, Prize Provider reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Prize Provider in its sole discretion.

ADDITIONAL COSTS AND EXPENSES. All other costs and expenses involved with or related to acceptance and/or participation in the Trip Prize not specifically included in the description of the Trip Prize, including, without limitation, ground transportation, transfers, additional hotel amenities (i.e., spa services, internet access, phone calls, laundry services), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the sole responsibility of Winner and Guest. Winner will be required to submit a valid major credit card to the hotel to cover all expenses not specifically awarded as part of the Trip Prize. Travel and hotel accommodations are subject to availability.

EVENT AND ACTIVITY SCHEDULE. The date and location of any of the Events are subject to change. Prize Provider is not responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, and in such event, Prize Provider's only obligation is to award the other elements of the Trip Prize. No compensation will be paid in lieu of any cancelled Event or any other element of the Trip Prize.

TELEVISED PRODUCTION REQUIREMENTS. In order to participate in the Trip Prize, Winner must execute all releases and forms required by Prize Provider, including, without limitation, an Appearance and Liability Release, Background Investigation Consent Form, Emergency Medical Release, and Finalist Information Form, and agree to comply with all then-current federal, state, and/or local government and/or agency, network, or Prize Provider laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"). Winner may appoint a proxy (or have a proxy appointed) to participate in the Trip Prize and/or appear in the broadcast of the Program, subject to the proxy satisfying the Production Requirements. Winner must execute and return all required documentation within five (5) days of Winner's receipt (or such shorter period as Prize Provider's production exigencies may require). Failure to respond and/or execute and return such documentation by the specified deadline(s) may result in forfeiture of the Trip Prize. If Winner elects to appoint a proxy, they must do so on or before **November 27, 2023**.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to participate in the Trip Prize and/or participate in the broadcast of the Program. In the event that Winner's designated proxy does not satisfy the Production Requirements, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to participate in the Trip Prize and/or appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's (or proxy's) place.
- If Winner appoints a proxy (or has a proxy appointed), Winner will still remain eligible to win the \$1 Million Prize. Winner may only transfer the Trip Prize (excluding eligibility for the \$1 Million Prize drawing) in its entirety one (1) time to a proxy.
- Prize Provider reserves the right to appoint a proxy to appear and participate in the broadcast of the Program for Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Winner's eligibility for the \$1 Million Prize or receipt of the Trip Prize.

Guest must also execute all releases and forms required by Prize Provider and comply with all applicable federal, state, and local government and/or agency laws, rules, orders, and regulations as well as Prize Provider's rules, regulations, and/or safety guidelines.

Winner and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Winner acknowledges that if Winner and/or Guest behaves in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at any Event, Winner and/or Guest may be removed from the venue or denied entry (as determined by Prize Provider or its designee(s) in their sole and absolute discretion). By accepting any ticketed portion of the Trip Prize, Winner agrees to abide by any terms, conditions, and restrictions provided by the ticket. Lost, mutilated, or stolen tickets, vouchers, certificates, or pre-paid gift cards will not be replaced.

INELIGIBLE PARTICIPANTS. Notwithstanding anything to the contrary herein, officers, directors, members, managers, employees, and contractors of dick clark productions, llc, Multi-State Lottery Association, and American Broadcasting Companies, Inc. and each of their respective parent, subsidiary, and/or affiliated entities ("Promotion Parties") and members of the immediate family (e.g., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings and their respective spouses, regardless of where they reside) of any of the foregoing individuals are ineligible to participate in the Powerball First Millionaire of the Year promotion and/or win a Trip Prize and/or the \$1 Million Prize.

PROMOTION PARTIES ARE NOT RESPONSIBLE OR LIABLE, IN ANY WAY, FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ACCEPTANCE, FULFILLMENT, LOSS, USE, OR MISUSE OF THE TRIP PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1 MILLION PRIZE. PROMOTION PARTIES MAKE NO, AND ARE NOT RESPONSIBLE IN ANY MANNER FOR ANY, WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY ELEMENTS OF THE TRIP PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE TRIP PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.