

ADMINISTRATIVE BULLETIN NO. 479PP
LOTTERY GET IN GEAR! PROMOTION

The purpose of this Administrative Bulletin is to outline the rules and regulations for the Lottery "Get in Gear!" Promotion. The manner in which the promotion is conducted shall be consistent with the Official Rules attached to this Administrative Bulletin.

The Executive Director reserves the right to amend this Administrative Bulletin if he deems it is in the best interest of the Lottery to do so.

The effective date of the Administrative Bulletin shall be January 17, 2018.

MASSACHUSETTS STATE LOTTERY COMMISSION

By: _____



EDWARD J. FARLEY
Designee of:
MICHAEL R. SWEENEY
Executive Director

Date: _____

Jan. 12, 2018

**Massachusetts State Lottery Commission's
"Get in Gear!" Promotion**

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. General. By participating in the Massachusetts State Lottery Commission's "Get in Gear!" Promotion (the "Promotion"), sponsored by the Massachusetts State Lottery Commission (the "Lottery"), the entrant acknowledges and agrees to all of these Official Rules. The Entry Period for this Promotion begins Wednesday, January 17, 2018 at 9:00 a.m., and ends Thursday, January 18, 2018 at 3:00 p.m. (the "Entry Period"). All times in the Promotion refer to Eastern Time. By participating in the Promotion, entrants agree to be bound by these Official Rules and by all decisions of the Sponsor (as defined in Section 12), whose decisions are at its sole discretion and are binding and final. Failure to comply with these Official Rules will result in disqualification from the Promotion.

2. Eligibility. The Promotion is open only to legal residents of Massachusetts who are eighteen (18) years of age. Employees of the Lottery and family members of employees of the Lottery, including any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of abode of any employee of the Lottery, and employees of the Lottery's advertising agency, are not eligible to enter the Promotion or to win a prize as a result of the Promotion. Employees of New England Patriots, LLC and its affiliated companies (collectively, New England Patriots) and family members of New England Patriots, including any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of abode of any employee of the New England Patriots are not eligible to enter the Promotion or to win prize as a result of the Promotion.

3. How to Enter. There is one (1) method of entry for the Promotion, as follows: On Wednesday, January 17, 2018, at 9 a.m., the Lottery shall create and publish a post on its Facebook page about the Promotion with a call to action to enter the Promotion. To enter the Promotion, entrants must comment on the Facebook post as instructed in the post using their own Facebook account (each, an "Entry") prior to the conclusion of the Entry Period, which is Thursday, January 18, 2018, at 3:00 p.m. Any potential entrant without a Facebook account will be required to create a Facebook account in order to post an Entry. **LIMIT ONE (1) ENTRY PER PERSON.** Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, multiple Facebook accounts, or otherwise, may be disqualified.

4. Selection of Winners. For this Promotion, three (3) winners shall be randomly selected by the Sponsor from all eligible Entries received during the Entry Period. The selections shall be made using the Woobox application, which aggregates all of the comments on a specific Facebook post, and has a tool for randomly selecting winners from those comments. Winners shall be selected within 24 hours of the end of the Entry Period of the Promotion. Winners' names shall be announced on the Sponsor's Facebook page. Winners shall be notified by Facebook message by the Sponsor's Facebook account within 48 hours of selection. If any prize winner notification is undeliverable, or in the event of non-compliance with any of the Promotion rules, the applicable prize shall be forfeited and no alternative winner selected. It is the sole responsibility of each entrant to notify the Sponsor if his or her contact information changes. The Sponsor and the New England Patriots are not responsible for false, incorrect, changed, incomplete or illegible contact information. Each entrant may win only one (1) prize in this Promotion.

5. Prizes. The total number of prizes available to be awarded for the Promotion shall be up to three (3). Each winner selected shall receive the following prize: one (1) prize pack featuring officially licensed

choice of sizes. Prizes will be provided by the New England Patriots. Prize transfers and substitutions by the winners are prohibited. To claim prize, winner must go to the Lottery headquarters in Braintree or to a Lottery regional office (New Bedford, Springfield, Woburn or Worcester). To claim prize, winner is required to present a photo identification and complete an acknowledgement of receipt form. Prize must be claimed within thirty (30) days from the date won. All applicable federal, state and local taxes, and expenses, costs or fees associated with the acceptance and/or use of the prize are the sole responsibility of the winner. The Sponsor reserves the right to substitute a similar prize of equal or greater value at their sole discretion.

The Sponsor and/or the New England Patriots shall not be responsible for awarding any un-awarded portion of a prize to a prize winner if, the prize winner undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's or prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which the Sponsor and/or the New England Patriots wish to associate (which may be determined by the Sponsor and/or the New England Patriots, in their sole and absolute discretion); and/or (e) otherwise violate the terms of any of the agreements by which the winner has agreed to abide as an entrant of the Promotion.

6. Disclaimer. By entering the Promotion, the entrant assumes all risk and liability for any personal injury or damages caused or claimed to be caused by, arising out of or in connection with his or her participation in the Promotion and/or the acceptance and/or use of any prize even if caused or contributed to by the negligence of the Sponsor or the New England Patriots, and hereby indemnifies, holds harmless and releases the Sponsor and the New England Patriots, their respective constitutional office (as applicable), subsidiaries, affiliates, officers, directors, agents, and employees from any and all such liability. Neither the Sponsor, the Commonwealth of Massachusetts, the New England Patriots, or their respective constitutional office (as applicable), subsidiaries, and affiliates, nor the officers, directors, agents and employees of any of the foregoing, are responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Promotion. Participation constitutes permission to the Sponsor and the New England Patriots (except where prohibited by law) to use winner's name, biographical material, likeness, and/or voice for purposes of advertising, promotion and publicity, including social media, without additional compensation.

7. Internet/Facebook. If, for any reason, the Promotion is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or Promotion, the Sponsor reserves the right in their sole discretion to disqualify any individual they believe has tampered with the promotional process, and/or cancel, terminate, modify or suspend the Promotion. The Sponsor, the New England Patriots, their respective constitutional office (as applicable), and the officers, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, Entries, (ii) are not responsible for any problems or technical malfunction of the Facebook service, the Woobox application, any mobile networks, any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by the Sponsor on account of technical problems, human error or traffic congestion, or any combination thereof, including any injury or damage to the entrant or any other person's mobile phone or device related to or resulting from participation in the Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. The New England Patriots are not a sponsor of the Promotion and, except for providing the prizes, are not associated with the administration of the

Promotion in any way.

8. Disputes/Choice of Law: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be brought and are subject to the exclusive jurisdiction of the state or federal court situated in Boston, Massachusetts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Massachusetts law, without reference to Massachusetts' choice of law rules, governs the Promotion and all aspects related thereto.

9. Winner Announcement; Official Rules. For the names of the winners, or for a copy of the Official Rules, available after the conclusion of the Promotion on January 18, 2018, send a self-addressed, stamped envelope to: Massachusetts State Lottery, "Get in Gear!" Promotion, 60 Columbian Street, Braintree, MA 02184. Please indicate whether you are requesting a list of winners or a copy of the Official Rules.

10. Odds of Winning. Odds of becoming a winner of the Promotion are dependent on the total number of eligible Entries received. There shall be a maximum of three (3) winners.

11. Privacy. Personally identifiable information that is submitted by an entrant as part of the Promotion shall be used to administer the Promotion, select the prize winners and fulfill the prizes, and will be treated in accordance with the privacy policies accessible at <http://www.masslottery.com/privacy.html>.

12. Sponsor. The Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, Massachusetts 02184.

13. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documentation is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.