

ADMINISTRATIVE BULLETIN NO. 479M  
SUMMER QUIC PIC SWEEPSTAKES

The purpose of this Administrative Bulletin is to outline the rules and regulations for the SUMMER QUIC PIC SWEEPSTAKES. The manner in which the contest 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 June 24, 2016.

MASSACHUSETTS STATE LOTTERY COMMISSION,

By: \_\_\_\_\_



MICHAEL R. SWEENEY  
EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

6-23-2016

# Massachusetts State Lottery

## Summer Quic Pic Sweepstakes

### Official Rules

**1. GENERAL: NO PURCHASE NECESSARY TO PARTICIPATE.** The Summer Quic Pic Sweepstakes (“the Sweepstakes”) are sponsored by the Massachusetts State Lottery Commission (“the Lottery”), located at 60 Columbian Street, Braintree, MA 02184. The Sweepstakes will take place for ten (10) consecutive Fridays, starting on Friday, June 24, 2016 and ending on Friday, August 26, 2016 (collectively, the “Sweepstakes Dates”), in the following locations (collectively, the “Sweepstakes Locations”):

- June 24<sup>th</sup> in Arlington
- July 1<sup>st</sup> in Hyannis
- July 8<sup>th</sup> in Brockton
- July 15<sup>th</sup> in Millbury
- July 22<sup>nd</sup> in Swampscott
- July 29<sup>th</sup> in Scituate
- August 5<sup>th</sup> in Norwood
- August 12<sup>th</sup> in Westford
- August 19<sup>th</sup> in the North End of Boston
- August 26<sup>th</sup> in Burlington

All times in the Sweepstakes refer to Eastern Time. By participating in the Sweepstakes, entrants acknowledge and agree to be bound by the Official Rules and by all decisions of the Executive Director of the Lottery, whose decisions are in his sole discretion and are binding and final. Failure to comply with the Official Rules will result in disqualification from the Sweepstakes.

**2. ELIGIBILITY:** The Sweepstakes are open only to legal United States residents who are 18 years of age or older as of the Sweepstakes Dates in which the entrant participates into the Sweepstakes. 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, are not eligible to be entrants into the Sweepstakes or to win a prize.

**3. HOW TO ENTER:** There is one (1) method of entry for the Sweepstakes, as follows: To participate in the Sweepstakes, entrants must be physical present at one of the Sweepstakes Locations, fully complete an Entry Form (“Entry Form”), and give a designated representative from the Lottery’s Marketing Department the Entry Form for placement into the Lottery’s drum (the “Drum”). Any personally identifiable information that is submitted by entrants as part of the Sweepstakes shall not be shared, except to and by Lottery employees, solely for the purposes of winner notification, Lottery promotional purposes and for invitation to join the Lottery’s Red Carpet VIP Club.

There is a limit of one (1) entry per person at each of the Sweepstakes locations.

**4. SELECTION OF WINNER:** Between 9:00 and 10:00 a.m. on each of the Sweepstakes Dates at the Sweepstakes locations, a designated representative from the Lottery’s Marketing Department shall close the door to the Drum, spin it at least five (5) times, unlatch the door, and select a randomly chosen member of the public, who is 18 years of age or older, to select one Entry Form. The selected Entry Form will be given to the designated representative of the Lottery’s Marketing Department who will review the Entry Form for eligibility. If the Entry Form meets all eligibility requirements, it will be chosen as the

winning entry. If the selected Entry Form does not meet all of the eligibility requirements, the process shall be repeated until an Entry Form is selected that meets all of the eligibility requirements. The winner's name and town or city of residence will be announced by the designated representative from the Lottery's Marketing Department. The winner does not have to be present at the Sweepstakes Location when the winning Entry Form is chosen.

**5. WINNER NOTIFICATION/REQUIREMENTS OF POTENTIAL WINNERS:** Winning a prize is subject to eligibility verification and compliance with the Official Rules. The winner shall be notified by the Lottery by the email address provided on the Entry Form. The winner must respond to the Lottery's communication within thirty (30) days to be eligible to collect the prize. If any prize notification is undeliverable and/or the winner fails to respond within thirty (30) days or in the event of non-compliance with any of the Sweepstakes requirements, the prize shall be forfeited. No alternate winners will be selected. The Lottery shall not be responsible for false, incorrect, changed, incomplete or illegible information on the Entry Form.

**6. PRIZES:** On each Sweepstakes Date, one prize winner shall receive a Quick Pic Season Ticket to the Massachusetts State Lottery's Megabucks Doubler game. The prize cannot be exchanged for cash and there are no substitutions for the prize. The actual retail value of the prize is \$100. The prize is not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Lottery. The Executive Director of the Lottery reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Executive Director in his sole discretion.

**7. PRIVACY AND PUBLICITY:** All information submitted by entrants on the Entry Form will be treated according to the Massachusetts State Lottery Commission's Privacy Policy, available at <http://www.masslottery.com/privacy.html>. Except where prohibited, participation in the Sweepstakes constitutes the winner's permission to use his/her name, likeness, voice, opinions, biographical information, city and state of residence for promotional purposes in any media without further payment or consideration.

**8. GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, the Lottery may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Lottery reserves the right in its sole discretion to disqualify any individual it finds there to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Lottery reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Lottery to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**9. RELEASE AND LIMITATIONS OF LIABILITY:** By entering the Sweepstakes, each entrant agrees on behalf of itself and each of entrant's heirs, executors, and administrators (a) to release and hold harmless the Lottery, its respective constitutional office, subsidiaries, affiliates, officers, directors, agents and employees (collectively the "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of prize or any portion thereof (including any travel related thereto); (b) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or

implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; and (c) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of the Lottery, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at the Lottery's sole discretion.

**10. 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 this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts 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.

**11. WINNER ANNOUNCEMENT; OFFICIAL RULES.** For the names of the winners, available after the conclusion of the Sweepstakes, send a self-addressed, stamped envelope to: Massachusetts State Lottery, "Summer Quic Pic Sweepstakes", 60 Columbian Street, Braintree, MA 02184. For a copy of the Official Rules, please go to the Lottery's website or send a self-addressed, stamped envelope to: Massachusetts State Lottery, "Summer Quic Pic Sweepstakes", 60 Columbian Street, Braintree, MA 02184. Please indicate that you are requesting a copy of the Official Rules.

**12. ODDS OF WINNING:** Odds of becoming a winner of the Sweepstakes are dependent on the total number of eligible entries received. There shall be one (1) winner on each Sweepstakes Date.