

ADMINISTRATIVE BULLETIN NO. 479NNN  
MASSACHUSETTS STATE LOTTERY 12 DAYS OF HOLIDAY CHEER PROMOTION

The purpose of this Administrative Bulletin is to outline the rules and regulations for the MASSACHUSETTS STATE LOTTERY "12 DAYS OF HOLIDAY CHEER" 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 December 13, 2018.

MASSACHUSETTS STATE LOTTERY COMMISSION

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

MICHAEL R. SWEENEY  
EXECUTIVE DIRECTOR

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

# Massachusetts State Lottery “12 Days of Holiday Cheer” Promotion

## *Official Rules*

**1. General.** By participating in the Massachusetts State Lottery “12 Days of Holiday Cheer” Promotion (“the Promotion”), sponsored by the Massachusetts State Lottery Commission (“the Lottery”), the entrant acknowledges and agrees to all Official Rules. The Promotion Period begins Thursday, December 13, 2018 at approximately 9 a.m. and ends on Monday, December 24, 2018 at 11:59 p.m. (“the Promotion Period”). There are a total of twelve (12) Entry Periods (individually referred to as an “Entry Period”) within the Promotion Period, one on each of the twelve (12) dates of the Promotion Period. Each Entry Period will begin at approximately 9 a.m. and conclude at 11:59 p.m. All times in the Promotion refer to Eastern Time. By participating in the Promotion, entrants 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 Promotion.

**2. Eligibility.** The Promotion is open only to legal residents of Massachusetts who are 18 years of age or older. Legal residents of Massachusetts who become 18 years of age during the Promotion Period shall only be eligible for the Entry Periods on and after the date that they become 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 or win.

**3. How to Enter.** There are three (3) methods of entry (“Entry”) for the Promotion, as follows: For each Entry Period of the Promotion Period, at approximately 9 a.m., the Lottery shall create a post on its Facebook page, a post on Instagram and a Tweet on Twitter about the Promotion with a call to action to enter the Promotion. To enter the Promotion on Facebook, entrants must comment on the Facebook post, as instructed within the post. To enter the Promotion on Instagram, entrants must post a photo, as instructed, and include a Lottery-designated hashtag in their post. To enter the Promotion on Twitter, entrants must Tweet @MAStateLottery a photo, as instructed, and include a Lottery-designated hashtag in their post. For Instagram and Twitter, each of the twelve (12) Entry Periods will have a unique Lottery-designated hashtag, which will be included in the daily entry instructions. Entries for each Entry Period shall be an eligible entry only if posted within the corresponding Entry Period. **LIMIT ONE ENTRY PER PERSON PER SOCIAL MEDIA CHANNEL PER ENTRY PERIOD** (entrants can enter once on all three social media channels each day).

The Lottery reserves the right to disqualify entries that, to a reasonable person: (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 Lottery wishes to associate (which may be determined by the Lottery, at its sole and absolute discretion); and/or (e) otherwise violate the terms of any of the agreements by which the entrant has agreed to abide as an entrant of the Promotion.

**4. Selection of Winners.** For each Entry Period of the Promotion, a total of three (3) winners shall be randomly selected by the Lottery as follows: one (1) winner shall be randomly selected from all eligible Facebook entries received during the Entry Period, one (1) winner shall be randomly selected from all eligible Instagram entries received during the Entry Period, and one (1) winner shall be randomly selected

from all eligible Twitter 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, the posts made using the Promotion hashtag on Instagram and the Tweets made using the Promotion hashtag on Twitter, and has a tool for randomly selecting winners from those comments, posts and Tweets. Winners shall be selected the first business day following the Entry Period of the Promotion Period. Winners' names shall be announced on the Lottery's Facebook page, Instagram account and Twitter account and shall also be posted on [www.masslottery.com](http://www.masslottery.com). Winners shall be notified via the social media channel through which they won their prize within 48 hours of each winner selection. If any prize notification is undeliverable, or in the event of non-compliance with any of the Promotion rules, the prize shall be forfeited. The Lottery reserves the right to select or not select an alternative winner. It shall be the sole responsibility of each entrant to notify the Lottery if his or her contact information changes. The Lottery shall not be responsible for false, incorrect, changed, incomplete or illegible contact information. Each entrant may win only one prize during the Promotion Period.

**5. Prizes.** The total number of prizes available to be awarded for the Massachusetts State Lottery's "12 Days of Holiday Cheer" Promotion shall be thirty-six (36). Each prize shall be a monetary prize of \$100. There shall be no substitutions. Transfer of the prize is prohibited. To claim their prizes, winners must go to the Lottery headquarters in Braintree or to a regional office (Boston, New Bedford, Springfield, Woburn and Worcester). Winners shall be required to complete a claim form as well as provide a valid electronic mail address. All prizes must be claimed within thirty (30) days from the date won or the prize shall be forfeited. Prize checks shall be mailed to each winner after the claim form has been submitted. All applicable federal, state and local taxes, and expenses, costs or fees associated with the acceptance and/or use of the prize shall be the sole responsibility of the winner. The Lottery reserves the right to substitute a similar prize of equal or greater value at its sole discretion.

The Lottery 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, to a reasonable person: (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 Lottery wishes to associate (which may be determined by the Lottery, at its 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 this 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, and hereby indemnifies, holds harmless and releases the Lottery, its respective constitutional office, subsidiaries, affiliates, officers, directors, agents, and employees from any and all such liability. The Commonwealth of Massachusetts, the Treasurer and Receiver General, the Lottery, its Commissioners, directors, agents and employees of any of the foregoing are not 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 the Promotion. Participation constitutes permission to the Lottery (except where prohibited by law) to use winner's name, city, state, likeness and/or voice, and Promotion photo submissions for purposes of advertising, promotion and publicity, including social media, without compensation of any kind.

**7. Internet/Facebook/Instagram/Twitter.** If 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 Lottery which corrupt or affect the

administration, security, fairness, integrity of the game or Promotion, the Lottery reserves the right in its sole discretion to disqualify any individual it believes has tampered with the Promotion process, and/or cancel, terminate, modify or suspend the Promotion. The Commonwealth of Massachusetts, the Treasurer and Receiver General, the Lottery, its Commissioners, 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 Facebook, Instagram, Twitter, 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 Lottery 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, Instagram or Twitter.

**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 the Commonwealth of 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, available after the conclusion of the Promotion, send a self-addressed, stamped envelope to: Massachusetts State Lottery, "12 Days of Holiday Cheer" Promotion, 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, "12 Days of Holiday Cheer" Promotion, 60 Columbian Street, Braintree, MA 02184. Please indicate that you are requesting 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 on each social media channel. There shall be up to thirty-six (36) winners.

**11. Sponsor.** The Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184.

**12. Privacy.** Any 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 policy accessible at:  
<http://www.masslottery.com/privacy.html>.

**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.