

ADMINISTRATIVE BULLETIN NO. 479FFF
HOLIDAY PROMOTION

The purpose of this Administrative Bulletin is to outline the rules and regulations for the "Holiday 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 October 23, 2018.

MASSACHUSETTS STATE LOTTERY COMMISSION

By: _____



MICHAEL R. SWEENEY
EXECUTIVE DIRECTOR

Date: _____

9.25.2018

Massachusetts State Lottery Commission's "Holiday Promotion"

Official Rules

1. GENERAL: By participating in the "Holiday Promotion" ("the Promotion"), sponsored by the Massachusetts State Lottery Commission ("the Lottery"), located at 60 Columbian Street, Braintree, MA 02184, the entrant acknowledges and agrees to all of these Official Rules ("the Official Rules"). The Promotion Period begins Tuesday, October 23, 2018 at 9 a.m. and ends on Tuesday, January 8, 2019 at 3:00 p.m. ("the Promotion Period"). All times in the Promotion refer to Eastern Time. There is one Promotion Period. 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 United States residents who are members of the Lottery's Red Carpet VIP Club ("VIP Club"). All members of the VIP Club must be 18 years of age or older. An individual who turns 18 years of age during the Promotion Period shall only be eligible for the Promotion Period on and after the date that the member turns 18 years of age. Individuals who are not currently VIP Club members may become eligible by registering for a VIP Club account at www.masslotteryplayersclub.com. 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 Scientific Games International, Inc. and its affiliated companies (collectively, SGI) and family members of employees of SGI, 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 SGI are not eligible to enter the Promotion or to win a prize as a result of the Promotion.

3. HOW TO ENTER: There are two (2) methods of entry ("Entry") for the Promotion, as follows:

(1) to enter the Promotion, VIP Club members may access the "Holiday Promotion" promotional page ("the promotional page") by clicking on the link posted on the Lottery's website or Facebook or Twitter pages. Access to the promotional page will also be available on the VIP Club homepage. VIP Club members will be directed to the VIP Club login page (if not logged in previously). VIP Club members will log in using their VIP Club login email address and password. Once logged in, VIP Club members will be brought directly to the promotional page, where they will be asked to manually enter the required entry numbers from any non-winning \$1 Holiday Cheer, \$2 Holiday Cheer, or \$5 Holiday Cheer tickets (collectively "the Holiday Cheer Family"), or any Holiday Cash Blowout tickets into the promotion entry site during the Promotion Period; or

(2) to enter the Promotion, VIP Club members may access the promotional page by downloading the MA Lottery 2nd Chance application and scanning the PDF Barcode from any non-winning Holiday Cheer Family or Holiday Cash Blowout tickets into the promotion entry site during the Promotion Period.

For every non-winning \$1 Holiday Cheer ticket entered, players earn one (1) drawing entry. For every non-winning \$2 Holiday Cheer ticket entered, players earn two (2) drawing entries. For every non-winning \$5 Holiday Cheer ticket entered, players earn five (5) drawing entries. For every non-winning \$10 Holiday Cash Blowout ticket entered, players earn ten (10) drawing entries. Only valid entries posted through the promotional site during the Promotion Period shall be eligible to win.

The Lottery reserves the right to disqualify entries that violate the terms of any of the agreements by which the entrant has agreed to abide as an entrant of the Promotion.

4. PRIZES: Up to twenty-eight (28) prizes shall be available to be awarded as a result of the Promotion. The Lottery shall select one (1) \$10,000 winner, two (2) \$2,500 winners and twenty-five (25) \$1,000 winners. There shall be no substitutions. Transfer of the prize is prohibited. Prize checks will be mailed to the address on the winners' VIP Club Account within two weeks of notification. All prizes are subject to applicable taxes and withholdings.

5. SELECTION OF WINNERS: Twenty-eight (28) winners shall be randomly selected by the Lottery from all eligible entries posted during the Promotion Period. The winners shall be selected using a computer generated algorithm to randomly select twenty-eight (28) identification numbers from all eligible entries. The entry ranked 1 shall be eligible to receive the \$10,000 cash prize, entries 2 and 3 shall be eligible to receive the \$2,500 cash prize and entries 4 through 28 shall be eligible to receive the \$1,000 cash prize. All remaining entries in the file ranked 29 through 100 shall be alternates, and if necessary, chosen in sequential order. Winners shall be selected within three (3) business days following the end of the Promotion Period. Winners shall be notified via mail that they won a prize within two (2) business days of the drawing date. Winners' names shall be announced on the Lottery's website at www.masslottery.com. The winners will be notified by the Lottery that they must complete a claim form and provide proof of his/her Social Security number. 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 shall select an alternate winner for any prize that is forfeited. 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. There is no limit on the number of entries that a player can submit. There is no limit to the number of prizes one person may win.

6. PRIVACY AND PUBLICITY: 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 Lottery's privacy policy, available at <http://www.masslottery.com/privacy.html>. Except where prohibited, participation in the Promotion 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.

7. GENERAL CONDITIONS: 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, without any consequence whatsoever to the Lottery or to any VIP Club member. The Commonwealth of Massachusetts, the Treasurer and Receiver General, the Lottery, and their Commissioners, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, incorrect information, printing and production errors, 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 VIP Club, 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.

8. RELEASE AND LIMITATIONS OF LIABILITY: By entering the Promotion, each entrant agrees on behalf of herself/himself and each of her/his 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 Promotion 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 Promotion 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 Promotion at the Lottery's sole discretion.

9. 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.

10. 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, "Holiday 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, "Holiday Promotion", 60 Columbian Street, Braintree, MA 02184. Please indicate that you are requesting a copy of the Official Rules.

11. ODDS OF WINNING: Odds of becoming a winner of the Promotion are wholly dependent on the total number of eligible entries received. There shall be up to twenty-eight (28) winners.

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. 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 the Lottery's sole and absolute discretion.