

“Powerball First Millionaire of the Year” Social Media Promotion

OFFICIAL RULES:

1. **PROMOTION PERIOD:** The North Carolina Education Lottery (“Sponsor”) Powerball First Millionaire of the Year Social Media Promotion (“Promotion”) begins on Monday, August 2, 2021 at 12:00 a.m. Eastern Time (“ET”) and will end on Sunday, August 15, 2021 at 11:59 p.m. ET (“Promotion Period”). The Promotion will include one (1) Promotion Entry Period. During the Promotion Period, Sponsor will publish one (1) post to its official Facebook page (<https://facebook.com/nclottery>), which will announce the start of the Promotion Period. At the conclusion of the Promotion Period, the Sponsor will conduct one (1) drawing with twenty-five (25) winners to win the prizes as set forth below. (“Prize”).

Drawing #	Winners	Platforms	Promotion Period Begins	Promotion Period Ends	Draw Date	Prize
1	25	Facebook	8/02/21 12:00 AM	8/15/21 11:59 PM	On or around 8/17/21	<ul style="list-style-type: none"> •Entry to participate in the Final Drawing with Semi-Finalists from other participating Lotteries for one of five “Celebrate@Home” New Year’s Eve party packages* and the chance to be the grand prize winner who wins \$1 Million live on DICK CLARK’S NEW YEAR’S ROCKIN EVE. •\$100 Debit Gift Card (Total ERV = \$100)

All comments on the Promotion Post will be saved at the end of the Promotion Period and will become the exclusive property of the Sponsor. The results will be compiled and winners determined and notified within one (1) week of the end of the Promotion Period.

2. **ELIGIBILITY:** Promotions are open to all North Carolina residents who are at least eighteen (18) years old or older. Selected entrants for prizes must provide their full name, North Carolina mailing address, birthdate, phone number and email address. By submitting an entry, Entrant agrees to comply with the [NCEL social media policy](#). Entrants DO NOT have to be a Lucke-Rewards member to win. No purchase is necessary to enter or win. Entrants are subject to all Sponsor Rules and Regulations, the North Carolina State Lottery Act, the drawing procedures and Facebook rules and regulations. This Promotion and/or any parts thereof, including the award of any prizes, is void where prohibited by law. Employees, directors, officers, commissioners, and agents of Sponsor, Scientific Games Corporation, Pollard Banknote Limited/NeoPollard, GTECH Corporation and/or IGT, OKRP, Spurrier Group and MDI Entertainment, LLC, and members of their respective households, are prohibited from participating in this Promotion.

3. HOW TO ENTER: There is a limit of one (1) eligible comment entry per social persona on the Promotion Post during the Promotion. All entries must be submitted within the Promotion Entry Period for the drawing. Winners will be randomly selected from the following methods of entry:

FACEBOOK: Users enter with a comment in response to the statement, "Let us know how many Powerballs you can find for a chance to be a finalist in the drawing for the Powerball First Millionaire of the Year and win a \$100 gift card." A valid entry shall be defined as the first comment meeting the eligibility requirements made by a user on the official Facebook Promotion Post during the Promotion Period. Responses made on other Facebook posts will not be eligible.

An eligible winning entry must be deemed responsive to the instructions as posted by the Sponsor via Facebook as determined by the Sponsor and adhering to the NCEL social media policy.

Entries sent via any other method, including through any other website submission, social media, U.S. mail/courier, drop-off, etc. will be disqualified.

WINNERS & PRIZE: Odds of winning a drawing depend on the number of valid entries received for this Promotion. Valid entries will be collected via qualified comments on the Promotion's Facebook post at the conclusion of the Promotion Period. Twenty-five (25) entrants will be randomly selected in the drawing to win a Prize. Total Estimated Retail Value ("ERV") of each Prize is \$100. Total ERV of all Prizes awarded is \$2,500. Prizes are not transferable, assignable or redeemable for cash unless otherwise specified or required by law. Sponsor may, in its sole discretion, substitute a prize of equal or greater value. After a drawing is conducted and verified, eligible winners will be announced in a Facebook post and notified by direct message via Facebook. If selected entrants do not respond to the notification directing them to contact the Sponsor within forty-eight (48) hours of notification, they will forfeit the prize and the prize will be awarded to an alternate. All drawing entries are subject to verification by the Sponsor or its designee and may be disqualified if eligibility requirements are not met. If an entrant responded to the Sponsor's notification within the specified deadline but fails to provide their full name, North Carolina mailing address, birthdate, phone number and email address to the Sponsor's notification via Facebook, they may be disqualified and the prize will be awarded to an alternate.

Entrants may only win one (1) Semi-Finalist slot in this Promotion. The Sponsor will be running other promotions to select additional participants in the Final Drawing to win the "Celebrate@Home" New Year's Eve party packages. Semi-Finalists selected in this Promotion shall be ineligible to participate in or win any

prizes in such other promotions associated with the “Celebrate@Home” New Year’s Eve party packages.

The \$100 Debit Gift Card Prize will be mailed by certified mail to the address of the winning entrant. If an entrant responded to the Sponsor’s notification within the specified deadline but fails to provide an address to receive the Prize within seven (7) days of the Sponsor’s notification via Facebook, they may be disqualified and the prize will be awarded to an alternate.

The winners of this Promotion will also be entered into a separate drawing to win the “Celebrate@Home” New Year’s Eve party package and will be subject to the Powerball First Millionaire of the Year Promotion (2021-2022) Prize Terms and Conditions which are attached hereto and incorporated as if set forth fully herein.

The “Celebrate@Home” New Year’s Eve party package is subject to mandatory taxes and other State withholdings, as required by law. NC Education Lottery winner(s) from the Final Drawing must complete a Winner Claim Form at the Sponsor Headquarters located at 2728 Capital Boulevard, Suite 144, Raleigh, N.C. 27604 within thirty (30) days from the first notification date by the Sponsor. The Sponsor will remit the minimum required tax withholdings to the appropriate agency and issue the W-2G form to the winner. The NCEL is not responsible for any additional State tax and/or any applicable Federal and local taxes.

4. **LIMITATIONS OF LIABILITY:** The Sponsor is not responsible for vendor error, interruption, deletion, or delay in operations, technical interruptions, including network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry. All entries received will become property of the Sponsor and may be maintained as part of the Sponsor’s Promotion records. The Sponsor reserves the right to cancel or modify the Promotion if it becomes technically or otherwise corrupted. The Sponsor reserves the right to disqualify any individual found to be tampering or attempting to tamper with the operation of the Promotion; to be acting in violation of these Official Rules; to be acting with the intent to disrupt the normal operation of this Promotion; or to be otherwise acting in an unsportsmanlike manner. The Promotion is not sponsored, endorsed, administered by, or associated with Facebook or General Motors. Entrants agree that the Sponsor (A) shall not be responsible or liable for, and is hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion and/or any Promotion-related activity, or from entrants’ acceptance, receipt, possession, claiming and/or use or misuse of any prize, and (B) has not made 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.

5. **RELEASE:** By submitting an entry, Entrant agrees that the Sponsor reserves the right to use entrant's name, picture, voice, likeness and any other publicly accessible personal or biographical information collected from entrant for publicity purposes without further consent from or compensation to such entrant.
6. **SPONSOR:** North Carolina Education Lottery, 2728 Capital Boulevard, Suite 144, Raleigh, N.C. 27604.
7. **WINNER LIST:** For the names of the Prize Winners, send a self-addressed, stamped envelope to: Powerball First Millionaire of the Year Social Media Promotion Winner List, North Carolina Education Lottery, 2728 Capital Boulevard, Suite 144, Raleigh, N.C. 27604.
8. **NO PURCHASE NECESSARY TO ENTER. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.**

POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2021-22)

PRIZE TERMS AND CONDITIONS

Winner must agree to (i) participate and appear in the Program via remote video transmission from his/her residence or another local location to be determined by Prize Provider in its sole discretion, subject to executing an appearance release, clearing a background check, and complying 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"); OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in Winner's place, subject to the proxy's 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 Prize. If Winner elects to appoint a proxy, he/she must do so no later than **November 19, 2021**.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to 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 appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) to appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's place.
- If Winner appoints a proxy (or has a proxy appointed), Winner will still receive all elements of the Prize (unless Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize. Winner may only transfer the 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 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 Prize.

While Winner is not obligated to host or have a New Year's Eve party ("NYE Party") at his/her residence using the elements of the Prize, Winner (or his/her proxy) shall cooperate and/or participate in the production and live broadcast of the Program on December 31, 2021, if and as determined by Prize Provider. Winner (or his/her proxy) agrees to provide Prize Provider (or its designees) with reasonable access to his/her residence (or a designated friend or family member's residence, subject to Prize Provider's approval and Production Requirements) for the production and broadcast of the Program, both prior to and on December 31, 2021, to participate in rehearsal(s) on or about December 30, 2021, if required, and to execute (or facilitate the execution of) a customary location agreement, if and as required by Prize Provider. Prize Provider reserves the right to arrange (at its sole cost and expense) a NYE Party at another location within one hundred (100) miles of Winner's residence where Winner (or his/her proxy), household members, and subject to the Production Requirements, a designated number of guests may participate and appear in the production and broadcast of the Program. In such event, Prize Provider will provide the location, transportation, food, beverage, and other production elements for the NYE Party separately and in addition to the Prize, the elements of which will remain available for Winner's use in his/her discretion at another time. Household members and if applicable, guests celebrating with Winner on December 31, 2021, whether at Winner's residence or other location, will be required to satisfy

Provider's Production Requirements. In connection with any NYE Party, whether at Winner's residence or other location, Winner, household members, and guests must 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 and if applicable, the rules and regulations of the venue where the NYE Party may be held.

Prize Provider shall determine, in its sole discretion, the specific merchandise models, items, vendors, and/or retailers for all elements of the Prize and reserves the right to substitute (i) any portion or elements of the Prize for a prize of comparable or greater value; and/or (ii) any specified brand, vendor, or retailer for one of comparable quality. Elements of the Prize are subject to availability, may vary based on Winner's location, and may be fulfilled by third-party companies and/or vendors.

Except as set forth above or otherwise in Prize Provider's sole discretion, no exchanges, substitution, cash redemption, assignment, or transfer of the Prize or any elements thereof is permitted. Any rejected, unused, and/or undeliverable elements of the Prize will be forfeited, will not be redeemable for cash, and may not reduce the value of the Prize for tax purposes.

All gift cards, stored-value cards or certificates, store cards, merchant cards, vouchers for services or goods, and gift certificates or similar instruments that are included in and provided as part of the Prize ("Gift Cards") and the redemption thereof are subject to terms, conditions, and restrictions, including any expiration dates, set by the merchant or issuer of the applicable Gift Cards. See each Gift Card for applicable terms, conditions, and restrictions. Gift Cards are not redeemable for cash or exchangeable for any other prize. Except as required by law, the Gift Cards cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. Prize Provider is not responsible for any Gift Cards that are lost, stolen, destroyed, or used without permission, and any Gift Cards that are lost, stolen, destroyed, or used without permission will not be replaced.

Failure to respond and/or execute and return required releases and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment (including any installation) of any element of the Prize may result in forfeiture of the 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 Prize to an alternate recipient as it may determine in its sole discretion.

PRIZE PROVIDER IS 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 (INCLUDING SHIPPING AND HANDLING), INSTALLATION, OPERATION, LOSS, USE, OR MISUSE OF THE PRIZE AND/OR ANY ELEMENT THEREOF. PRIZE PROVIDER DOES NOT MAKE, AND IS 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 PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. All other costs and expenses related to acceptance and use of any element of the Prize not specified herein as being provided are the sole responsibility of Winner, including, without limitation, any fees, costs, and/or taxes for broadcast, cable, and/or satellite television, broadband, internet, and/or wireless services and/or access.