

“NASCAR Powerball Playoff – Race to \$1 Million” Second Chance Drawing Promotion Rules and Regulations

Drawing Dates

One (1) second chance drawing will be conducted by the North Carolina Education Lottery (“NCEL”) for qualifying \$6 or higher “Powerball” draw game tickets entered in the NASCAR Powerball Playoff – Race to \$1 Million Second Chance Drawing Promotion (“Promotion”) during the applicable Promotion Entry Period. The tentative drawing schedule for the Promotion is as follows:

Drawing	Start Entry Period	End Entry Period	Tentative Drawing Date	Prizes Awarded
1	May 1, 2023 12:00 AM ET	June 15, 2023 11:59 PM ET	June 21, 2023	(42) – Charlotte Motor Speedway VIP Event Prize Packages and entry into the Powerball Race to \$1 Million drawing

Any changes will be announced by the NCEL at the earliest practical date via the NCEL’s official website (www.nclottery.com) and the information may also be obtained by calling the Customer Support Center at (866) 934-0289.

Winners

Forty-Two (42) Prize Winners will be selected in the second chance drawing during the promotion period. The NCEL reserves the right, in its sole discretion, to substitute any prize with an alternate prize of equal or greater value.

Prizes

Each prize winner will receive a VIP Experience for them and a guest to the Bank of America ROVAL 400 race at Charlotte Motor Speedway on Sunday October 8, 2023 day. Tickets are non-transferrable. This package includes;

- 2 tickets to the race
- Admission to the North Carolina Education Lottery hospitality area where race seating, food, and beverages will be provided
- 1 parking pass to Charlotte Motor Speedway for October 8, 2023
- State taxes paid for the value of this prize. Gross Prize value is \$1,565.47
- Total estimated value of the VIP Experience is \$1,491.11.

Prizewinners will also be entered into a drawing, along with winners from other state lotteries, which will be conducted by MUSL to select Semi-Finalists. A series of drawings will reduce the pool of semi-finalists down to 4 finalists, from which a Grand Prize winner will be selected. The drawings are to occur as follows:

Drawing 1 – August 12, 2023

MUSL will draw sixteen (16) semi-finalists.

Public announcement of sixteen (16) semi-finalists on Aug. 26, 2023, during Coke Zero Sugar 400 at Daytona International Speedway in Daytona Beach, FL.

Drawing 2 – September 9, 2023

MUSL will draw from sixteen (16) to twelve (12) semi-finalists.

The four (4) not selected will each receive a \$2,500 cash prize

Public announcement of twelve (12) semi-finalists on Sept. 16, 2023, during Bass Pro Shops Night Race at Bristol Motor Speedway in Bristol, TN.

Drawing 3 – October 1, 2023

MUSL will draw from twelve (12) to eight (8) semi-finalists.

The four (4) not selected will each receive a \$5,000 cash prize

Public announcement of eight (8) semi-finalists on Oct. 8, 2023, during Bank of America Roval 400 at Charlotte Motor Speedway in Concord, NC.

Drawing 4 – October 11, 2023

MUSL will draw from eight (8) semi-finalists to four (4) finalists.

The four (4) not selected will each receive a \$7,500 cash prize

The four (4) selected will each receive a VIP Trip to the NASCAR Cup Series Championship Race at Phoenix Raceway in Avondale, AZ

Public announcement of four (4) finalists on Oct. 29, 2023, during Xfinity 500 at Martinsville Speedway in Martinsville, VA.

Drawing 5 – November 5, 2023

Drawing will take place from four (4) finalists to one (1) winner. This final drawing will be broadcast live from the NASCAR Cup Series Championship Race at Phoenix Raceway in Avondale, AZ.

Three second prize winners will receive a \$10,000 cash prize

The grand prize winner will receive a \$1,000,000 cash prize

The four (4) VIP winners will receive:

- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Winner's city to PHX (if within 250 miles of PHX, rail or ground transportation to be substituted);
- Three (3) nights hotel accommodations (selected by Prize Provider in its sole discretion) in PHX (double occupancy, room and tax only);
- Two (2) Ally Curve Hospitality Club passes (includes food, beverages and FanShield Infield Experience access) at Phoenix Raceway for admission to
 - NASCAR Xfinity Series Championship™ Race at 4:00pm on Saturday, November 4, 2023
 - NASCAR Cup Series Championship Race™ at 1:00pm on Sunday, November 5, 2023
- Two (2) passes for VIP Experiences at Phoenix Raceway during NASCAR Championship Weekend™ for Saturday, November 4 and Sunday, November 5, 2023 including:
 - NASCAR Cup Series™ VIP access
 - NASCAR team hauler tour
 - MRN Radio booth tour
 - Pace car rides
 - Pre-Race attendance
 - Victory Lane access

- Two (2) Official NASCAR Championship Weekend™ Event Programs;
- Two (2) Racing Electronics Scanner Rentals for use while at Phoenix Raceway;
- Two (2) Souvenir Gift Bags, each with a retail value of at least two hundred fifty dollars (\$250);
- Two (2) tickets to a Welcome Dinner in Downtown Phoenix on Friday, November 3, 2023;
- All meals while in PHX, including the Welcome Dinner on Friday, November 3, 2023; and
- Ground transportation to and from airports, hotel, and activities in PHX.

Total estimate retail value of the Finalist's Trip Package is \$9,600.00. Gross prize value is \$11,473.63. Except as provided in these Rules, the Finalist's Trip Package is non-transferable and non-assignable.

The Grand Prize Winner will receive a Finalist's Trip Package in addition to the ability to participate in a drawing for a prize in the amount of One Million Dollars (\$1,000,000.00) to be conducted on Sunday November 5. Time to be announced. Winner is not required to travel to PHX to participate in the drawing for, and remain eligible to win, the \$1 Million Prize. Winner may appoint a proxy to take the trip instead, subject to the Trip Prize Terms and Conditions, and will still remain eligible to win the \$1 Million Prize.

Winner (or their proxy) may also have the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program, provided that Winner completes and signs all required releases and forms and consents to a background check. If Winner appoints a proxy, the proxy must complete and sign all required releases and clear the background check in order to take the trip. In the event that Winner's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to take the trip (subject to background clearance and Prize Provider deadlines); or (ii) allow proxy to travel and to appoint a second proxy (selected by Prize Provider) to participate in the Program.

Entry Eligibility Requirements

A valid entry shall follow the entry requirements herein and require a qualifying "Powerball" Draw Game ticket purchased at a lottery retailer or via the Lottery's Online Play platform meeting the purchase and validation requirements of the NCEL. A qualifying ticket is any \$6 or higher single Powerball ticket that is entered during the promotion entry period. Entrants will receive one entry per qualifying ticket.

1. Players may only enter the drawing by accessing the NCEL's Lucke-Rewards website at www.nclottery.com, entering the required player information and the twenty-five (25)-digit numeric entry number (Lucke-Rewards Entry Code) from eligible "Powerball" Draw Game tickets. Players may also enter the drawing by using the NCEL's NC Lottery Official Mobile App to scan the Lucke-Rewards barcode. Players will also earn an entry automatically when making eligible an "Powerball" Draw Game purchase in Online Play

during the Promotion Entry Period.

- The NCEL and its vendor(s) will not be responsible for data entry errors by entrants nor for connectivity issues involving the player's access to the NCEL's website or the Mobile App.
 - An attempt to electronically submit an entry that has already been submitted will generate an error message informing the player that the entry has already been submitted and may not be resubmitted.
2. Entrants must be at least eighteen (18) years old to participate in this Promotion.
 3. Entrants are subject to all NCEL Rules and Regulations, the North Carolina State Lottery Act, all other applicable laws, NCEL Terms of Service and Use, the drawing procedures for this Promotion, and the Trip Prize Terms and Conditions. This Drawing Promotion and/or any parts thereof, including the award of any prizes, is void where prohibited.
 4. Employees of the North Carolina Education Lottery, NeoPollard Interactive (NPI), Pollard Banknote Limited (PBL), Scientific Games Corporation ("SGI"), IGT Global Solutions Corporation ("IGT"), Spurrier Group, MDI Entertainment, LLC ("MDI"), Cactus Communications, Inc. ("Cactus"), and Thomas & Gibbs CPAs PLLC, and excluded members of their respective households, are prohibited from participating in this Second Chance Drawing Promotion. This prohibition shall also apply to any employees, and excluded members of their respective households, of companies that are associated with the game development and/or drawing process in any way. Excluded members of households are further described in NCEL Policy 9.03.

The Internet and Mobile App entry methods are the only methods of entry into this second chance drawing promotion. Entries sent via any other method, US mail/courier, drop-off, etc., will be disqualified.

5. Entries received after the drawing entry deadline shall be deemed ineligible for the NASCAR Powerball Playoff – Race to \$1 Million Second Chance Drawing Promotion and shall be destroyed per the NCEL's Records Retention Policy. Non-selected entries shall also be destroyed per the retention and destruction schedule.
6. Players may submit more than one (1) entry in each drawing. Players may win only one prize in this Second Chance Drawing Promotion.
7. Tickets determined to be in a stolen/missing inventory status or not part of a valid sold, activated or promotional NCEL inventory status will be disqualified.
8. Tickets for Powerball draw games will continue to be sold after the drawing.

Claiming Requirements

1. The prizes for this second chance drawing promotion are not transferable or assignable unless otherwise specified or required by law.
2. All drawing entries are subject to validation by the NCEL and may be disqualified if eligibility requirements are not met.
3. **Second Chance Drawing Prize Winners:** The Grand Prize Finalist Winner and Trip Package Winners of this second chance drawing promotion must complete a Winner Claim Form at any NCEL regional claims center within ten (10) days from the first notification date by the NCEL. At least 3 attempts will be made to contact the selected entrant by email, phone call, and/or other methods of contact at the discretion of the NCEL. If winners fail to claim their prize within the ten (10) calendar day period, the NCEL will select a replacement winner from the drawing alternates. The Second Chance Drawing Prize Winners are subject to minimum Federal and State taxes and other State withholdings, as required by law. The NCEL will issue the W-2G form to the Second Chance Drawing Prize Winners for prizes above \$599. Winner must accept the entire VIP Experience or Finalist's Trip Package or decline the entire VIP Experience or Finalist's Trip Package; no winner shall be entitled to receive only part of the VIP Experience or Finalist's Trip Package. Regardless of whether a winner uses all of the VIP Experience or Finalist's Trip Package, the entire value of the VIP Experience or Finalist's Trip Package will be reported for tax purposes, if applicable.
4. All VIP Experience and Finalist's Trip Package winners shall be required to have, or create, a Ticketmaster account to receive their tickets and shall be follow all Ticketmaster terms and conditions. Additionally, all winners shall follow all rules and policies of the applicable venue(s) which they attend. Failure to follow Ticketmaster terms and conditions or venue rules and policies shall not void the prize and winner bears all risk associated with their failure to follow appropriate terms, conditions, rules, and policies.
5. Except where prohibited by law, acceptance of a prize constitutes Prize Winner's permission for the NCEL to use Prize Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.
6. These Rules are subject to change at any time in the Lottery's sole discretion.
7. **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. Entrants agree that the Lottery (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.

8. **WINNER LIST:** A list of winners for this, and other promotions can be found on the NC Lottery app and website.
9. **VOID WHERE RESTRICTED OR PROHIBITED BY LAW. TERMS SUBJECT TO CHANGE IN SPONSOR'S SOLE DISCRETION.**
10. **MUSL Trip Prize Terms and Conditions (MUSL TAC), attached hereto and incorporated herein, also apply to this promotion. To the extent there is a conflict between these Rules and the MUSL TAC, the MUSL TAC shall control.**

NASCAR POWERBALL PLAYOFF™ PROMOTION (2023)

TRIP PRIZE TERMS AND CONDITIONS

Winner must travel on or about Friday November 3, 2023, and Monday, November 6, 2023, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times selected by the appropriate Participating Lottery, the selected Winner will forfeit the Trip Prize, and another Winner will be selected from among eligible entries received, time permitting. If Winner resides fewer than two hundred fifty (250) miles from Phoenix, AZ, Prize Provider, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation. Winner and their guest (“Guest”) must travel on the same itinerary. If Winner is under the age of twenty-one (21), Guest must be at least the age of majority in Guest’s state of residence. If Winner is twenty-one (21) or older, Guest may be under the age of eighteen (18) but must be at least thirteen (13) years old (as of the first date of travel), and if Guest is a minor in Winner’s state, Winner must be the parent or legal guardian of Guest.

All other costs and expenses involved with or related to acceptance and/or participation in the Trip Prize not specifically included in the description of the Trip Prize, including, without limitation, ground transportation, transfers, additional hotel amenities (i.e., spa services, internet access, phone calls, laundry services), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the sole responsibility of Winner and Guest. Winner will be required to submit a valid major credit card to the hotel to cover all expenses not specifically awarded as part of the Trip Prize. Travel and hotel accommodation are subject to availability.

The date and location of any of the events or activities included in the Trip Prize (individually/collectively, “Event or Events”) may be subject to change. The Released Parties are not responsible if any Event associated with this Promotion is delayed, postponed, or cancelled for any reason, in whole or in part, and if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, Prize Provider’s only obligation is to fulfill the other elements of the Trip Prize. No compensation will be paid in lieu of any cancelled Event or any other element of the Trip Prize.

In order to participate in the Trip Prize, Winner must execute all releases and forms that may be required by Prize Provider and/or the Participating Lottery including, without limitation, an Appearance and Liability Release, Background Investigation Consent Form, Emergency Medical Release, and Finalist Information Form, and agree to comply with all then-current Prize Provider and/or Participating Lottery federal, state, and/or local government and/or agency, network, laws, regulations, restrictions, guidelines, and/or protocols (collectively, “Production Requirements”). Winner may appoint a proxy (or have a proxy appointed) to participate in the Trip Prize and/or appear in the broadcast of the Program, subject to the proxy’s satisfying the Production Requirements. Winner must execute and return all required documentation to Participating Lottery within five (5) days of Winner’s receipt (or such shorter period as 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 Trip Prize. If Winner elects to appoint a proxy, they must do so on or before **Friday, October 20, 2023**.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to participate in the Trip Prize and/or 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 participate in the Trip Prize and/or 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) appoint another proxy (selected by Prize Provider) to appear in the Program in Winner’s (or proxy’s) place.
- If Winner appoints a proxy (or has a proxy appointed), Winner will still remain eligible to win the \$1 Million Prize. Winner may only transfer the Trip Prize (excluding eligibility for the \$1 Million Grand 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 broadcast of 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 Grand Prize or receipt of the Trip Prize.

Guest must also execute all releases and forms required by the Participating Lottery, and 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.

Winner and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Winner acknowledges that if Winner and/or Guest behaves in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at any Event, Winner and/or Guest may be removed from the venue or denied entry (as determined by Prize Provider or its designee(s) in its sole and absolute discretion). By accepting any ticketed portion of the Trip Prize, Winner agrees to abide by any terms, conditions, and restrictions provided by the ticket. Lost, mutilated, or stolen tickets, vouchers, certificates, or pre-paid gift cards will not be replaced.

No prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted. Any unused elements of the Trip Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. Notwithstanding the foregoing:

- If Winner misses their flight for any reason, reasonable efforts will be used to reschedule the flight at Winner's expense. If the flight is not able to be rescheduled in a reasonable time for Winner's participation in the Events, (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Winner will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Prize drawing.
- If Winner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked/purchased, (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Winner will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Grand Prize drawing
- If Winner fails to attend the Event at which the \$1 Million Grand Prize drawing occurs, Winner will remain eligible for the \$1 Million Grand Prize drawing.

In any of the foregoing events, a proxy may be appointed to accept the \$1 Million Grand Prize on Winner's behalf at the time of the drawing; however, in such event, Winner will still receive the \$1 Million Grand Prize (less any tax withholdings and outstanding debt setoff, if applicable).

Winners who do not elect to take a guest, or whose Guest, for any reason, does not actually take the trip, are still subject to the full amount of any taxes due on the total value of the Trip Prize.

Failure to respond and/or execute and return required releases, forms, and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment of any element of the Trip Prize, in a manner required by Prize Provider, may result in forfeiture of the Trip 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 Trip Prize to an alternate recipient as it may determine in its sole discretion. If the Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Prize Provider restrictions, regulations, guidelines, or risk assessments, Prize Provider reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Prize Provider in its sole discretion.

Notwithstanding anything to the contrary herein, officers, directors, members, managers, agents, assigns, successors, employees, and contractors of Multi-State Lottery Association, Participating Lotteries, National Association for Stock Car Auto Racing, LLC, Phoenix Speedway, LLC d/b/a Phoenix, and NASCAR Enterprises, LLC and each of their respective parent, subsidiary, shareholders, and/or affiliated entities ("Released Parties") and members of the immediate family (e.g., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings and their respective spouses, regardless of where they reside) of any of the foregoing individuals are ineligible to participate in the POWERBALL's NASCAR Playoff™ promotion and/or win a Trip Prize and/or the \$1 Million Grand Prize.

RELEASED PARTIES ARE 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, LOSS, USE, OR MISUSE OF THE TRIP PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1 MILLION PRIZE, EXCEPT THAT THE \$1 MILLION GRAND PRIZE WILL BE

PROVIDED BY THE PARTICIPATING LOTTERY OF THE WINNER SELECTED IN THE DRAWING SCHEDULED TO BE HELD ON NOVEMBER 5, 2023 AT THE PHOENIX RACEWAY . RELEASED PARTIES MAKE NO, AND ARE 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 TRIP PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE TRIP PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

National Association of Stock Car Auto Racing, LLC, Phoenix Speedway, LLC d/b/a Phoenix Raceway, and NASCAR Enterprises, LLC are not sponsors of this promotion. NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, LLC. All trademarks are used with permission by their respective owners.