**Pennsylvania Lottery’s Powerball First Millionaire of the Year**

**Terminal-Based Lottery Game**

**Second-Chance Drawing Rules**

**August 10, 2023**

**[FINAL]**[Addendum 1: Trip Prize Description](#Addendum1)

[Addendum 2: Trip Prize Terms and Conditions](#Addendum2)

 1. Second-Chance Drawing: Pennsylvania Lottery’s Powerball First Millionaire of the Year Second-Chance Drawing for qualifying terminal-based lottery game tickets (hereafter, the “Drawing”).

 (a) Qualifying Tickets: PICK 2; PICK 3; PICK 4; PICK 5; Treasure Hunt; Cash 5 with Quick Cash; Match 6 Lotto; Cash4Life®; Keno; Powerball and Mega Millions® terminal-based lottery tickets purchased from a licensed Lottery retailer from August 22, 2023 through September 14, 2023 and imprinted with a Second Chance Prize Zone™ Official Entry Code (“Qualifying Tickets”) are eligible for entry in the Drawing. Terminal-based Lottery game tickets purchased via https://www.PAiLottery.com are not eligible for entry in the Drawing.

 (b) Participation and entry:

 (1) Entrants must have a registered lottery account in order to participate in the Drawing. To create a lottery account, visit https://www.pailottery.com. Creating a lottery account is free.

 (2) A registered lottery account holder is subject to the iLottery regulations and specifically agrees to be bound by the iLottery terms and conditions located at https://www.pailottery.com/signup/terms-and-conditions/, as well as any related policies.

 (3) To establish a lottery account, players must provide the following information:

 (i) The player’s name as it appears on a valid government-issued identification or tax documents;

 (ii) The player’s date of birth;

 (iii) The entire or last four digits of the player’s Social Security Number, or comparable equivalent;

 (iv) The player’s address;

 (v) The player’s telephone number;

 (vi) The player’s email address;

 (vii) Any other information established by the Lottery to be necessary to verify the age and identity of the player.

 (4) An individual may be required to provide additional information or documentation, as set forth in the iLottery terms and conditions, to establish a lottery account or register for iLottery. The information may be used for iLottery registration or to confirm information provided by that individual during the registration process.

 (5) To enter the Drawing, entrants must submit the identifying information from at least one Qualifying Ticket via the Drawing’s promotional web site, available at https://www.palottery.com, or the Lottery’s official mobile application, during the entry period. The identifying information from a Qualifying Ticket may be submitted only once in the Drawing. Entries will automatically be awarded at the time of successful submission of a Qualifying Ticket. No other method of submission will be accepted. Entries submitted using any other method, including entries mailed or hand-delivered to the Lottery, are not valid and will be disqualified.

 (6) Each entry must be complete and the information supplied by the entrant must be accurate. Incomplete entries cannot be submitted.

 (7) Only one claimant per entry allowed.

 (8) Entrants must be 18 years of age or older.

 (9) Players may submit the identifying information from an unlimited number of Qualifying Tickets in the Drawing.

 (10) Once an entry has been submitted it cannot be withdrawn or changed.

 2. Drawing description:

 (a) The Lottery will conduct one Powerball First Millionaire of the Year Second-Chance Drawing for qualifying terminal-based lottery game tickets. All time references are Eastern Prevailing Time.

 (b) All entries received after 4:59:59 a.m. August 22, 2023 through 11:59:59 p.m. September 14, 2023, will be entered into the Drawing tentatively scheduled to be held between September 18, 2023 and September 29, 2023.

 (c) The entry period for the Drawing will be posted to the Pennsylvania Lottery’s publicly accessible website.

 (d) An entrant will receive one entry for each $0.50 in purchase price of the Qualifying Ticket submitted. For example, an entrant who submits the Official Entry Code from a Qualifying Ticket with a purchase price of $0.50 will receive one entry into the Drawing. Similarly, an entrant who submits the Official Entry Code from a Qualifying Ticket with a purchase price of $2.00 will receive four entries into the Drawing.

 (e) Players may review their entries for the Drawing via the Drawing’s promotional website.

 3. Prizes available to be won, determination of winners, and odds of winning:

 (a) The prize entitlements described below are subject to all restrictions and limitations described in sections 5, 6 and 7, or mentioned anywhere else in these rules.

 (b) The Lottery will conduct one Drawing from among all the entries received during the entry period as described in section 2(b).

 (c) The first through the thirtieth entries selected in the Drawing will be winning entries and the entrants who submitted those winning entries shall each be entitled to a prize of $2,024 and each entrant who submitted a winning entry shall also be entered into the Powerball First Millionaire of the Year Finalist Drawing, conducted by the Multi-State Lottery Association (“MUSL”), as described in section 4.

 (d) The Lottery has elected to increase the value of the prize in section 3(c) to account for federal and state income tax withholding. The winner of a prize under section 3(c) shall be awarded a total prize amount of $2,775.26.

 (e) The number of winning entries to be selected for the Drawing will be posted to the Pennsylvania Lottery’s publicly accessible website.

 (f) The odds of winning in the Drawing depend upon the number of entries received for the Drawing.

 (g) A computer-generated randomizer will be used to select the Drawing winners.

 4. Description of the Powerball First Millionaire of the Year Finalist Drawing:

 (a) MUSL will conduct one Drawing from among all participating Lotteries’ Powerball First Millionaire of the Year semi-finalists to determine the five finalists in the Powerball First Millionaire of the Year Drawing. The selected finalists will each win the chance to participate in the Powerball First Millionaire of the Year Drawing in New York City, as described in Addendum 1, Prize Description, to these rules.

 (b) Powerball First Millionaire of the Year VIP EXPERIENCE Trip Prize Package (“Prize Package) description: Each Prize Package shall consist of a four-day, three-night VIP trip for the winner and up to one guest to New York City, NY, from approximately December 29, 2023 to January 1, 2024. The specific elements of the Prize Package, including transportation, lodging, gifts and events, are described in Addendum 1, Prize Description, to these rules.

 5. Prize Package restrictions:

 (a) There is no cash option for the Prize Package.

 (b) A Prize Package winner’s appearance on the Program is subject to background clearance. A Prize Package winner may appoint a Proxy (or have a Proxy appointed) to appear on the broadcast in their place if required by dick clark productions, llc (“dcp”). In such event, Prize Package winners will remain eligible to win the one-million-dollar prize.

 (c) In the event that a Prize Package winner’s designated Proxy does not clear a background check, dcp reserves the right, in its sole discretion, to

allow the Trip Prize Package winner to select another Proxy.

 (d) dcp reserves the right to appoint a Proxy to appear and participate in the program in the place of a Trip Prize Package winner for any reason as it may determine in its sole discretion.

 (e) The appointment of a Proxy shall not affect the Trip Prize Package winner’s eligibility for the one-million-dollar prize.

 (f) The Lottery is not responsible for injury, loss or damage to person or property in connection with the Prize Package.

 (g) Lottery is not responsible for Prize Package fulfillment. Lottery disclaims any responsibility for any and every occurrence with respect to fulfillment or enjoyment of the Prize Package.

 (h) The appointment of a Proxy shall not prohibit a Prize Package winner from receiving all elements of the Trip Prize Package or electing to give those elements to that winner’s Proxy, and the Finalist shall remain eligible to win the one-million-dollar prize.

 (i) All other Trip Prize Package Restrictions are described in Addendum 2, Prize Terms & Conditions, to these rules.

 6. Second-Chance Drawing Prize claim procedure:

 (a) Each winner in the Drawing described in section 3 will be contacted by email by the Lottery to initiate the prize claim procedure.

 (b) Winners will have ten (10) business days from the date they are notified by the Lottery, pursuant to section 6(a), to claim their prizes. In order to claim their prizes, winners must respond to the Lottery’s email regarding prize claim procedure and must submit a properly completed prize claim form within ten (10) business days from the date they are notified by the Lottery, pursuant to section 6(a). Failure to comply with the prize claim requirements as set forth herein, for any reason, shall result in the winner forfeiting his/her right to receive the prize. The Lottery will select one alternate winner to be awarded the Prize Package, according to Lottery procedure.

 (c) By entering a ticket into the Drawing, the entrant agrees to be bound by these rules, the prize claim requirements set forth herein, and expressly waives any claim against the Lottery for a prize not awarded in conformance with these rules.

 (d) Delinquent support offset:

 (1) If the Department of Human Services, pursuant to 23 Pa.C.S.A. § 4308, the Department of Revenue or the Administrative Office of Pennsylvania Courts, pursuant to 72 P.S. § 215, determines that a winner of the Prize Package is a delinquent support obligor as provided in 23 Pa.C.S.A. § 4308 or 72 P.S. § 215, and if the amount of any arrearages shall be $2,024, or less, the amount of any arrearages shall be deducted from the Second-Chance Drawing prize. After the delinquent support obligation is met, the Prize Package winner will receive the remaining portion of the prize and the spending money, if any, which shall be fulfilled according to Lottery procedure.

 (2) If the Department of Human Services, pursuant to 23 Pa.C.S.A. § 4308, the Department of Revenue or the Administrative Office of Pennsylvania Courts, pursuant to 72 P.S. § 215, determines that a winner of the Prize Package is a delinquent support obligor, as provided in 23 Pa.C.S.A. § 4308 or 72 P.S. § 215, and if the amount of any arrearages shall be greater than $2,024, the prize winner shall forfeit the prize and the opportunity to be entered into the Powerball First Millionaire of the Year Finalist Drawing. In this event, the Lottery will select one entry to replace the forfeited entry in accordance with these rules and Lottery procedure.

 7. Drawing restrictions:

 (a) To be eligible to participate in the Drawing, entrants must have complied with the requirements of these rules.

 (b) The Lottery is not responsible for late, lost or misdirected entries not entered into the Drawing. The Lottery is not responsible for entries that are not entered into the Drawing because of incompatible internet browsers, mobile lottery application failure or other technical issues. If an entry is selected as a winner and rejected or otherwise disqualified during or following the Drawing, the Lottery will select another entry to replace the rejected or otherwise disqualified entry in accordance with these rules and Lottery procedure.

 (c) If any discrepancy exists between these rules and any material describing the Drawing, these rules shall govern.

 (d) Employees of the Pennsylvania Lottery, 9Rooftops Marketing, LLC (formerly known as MARC USA, LLC), MUSL, Scientific Games LLC and MDI Entertainment, LLC (collectively “SG”), and their subcontractors, or a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of any such person are not eligible to participate in the Drawing. Offer void where prohibited or restricted.

 (e) Officers, directors, members, managers, employees and contractors of dick clark productions, llc, Multi-State Lottery Association, and American Broadcasting Companies, Inc. and each of their respective parent, subsidiary, and/or affiliated entities (“Promotion 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 First Millionaire of the Year promotion and/or win a Prize Package and/or the $1 Million Prize.

 (f) The Lottery reserves the right, in its sole discretion, to cancel or suspend the Drawing and change these rules if the Drawing cannot be conducted as planned due to errors in these rules or advertising, unauthorized intervention, tampering, fraud, technical errors, viruses, worms, bugs or any other cause that, in the Lottery’s sole judgment, could corrupt or impair the administration, security, fairness, integrity or proper conduct of the Drawing.

 (g) All entries shall be subject to verification by the Pennsylvania Lottery.

 (h) The Lottery reserves the right, in its sole discretion, to disqualify an entrant found to be tampering with the operation of the Drawing or to be acting in violation of these rules or applicable law.

 (i) The Drawing is governed by the laws of the Commonwealth of Pennsylvania. Applicable laws and regulations apply.

 (j) Final determination of winners will be made by the Secretary, whose judgment will be final and binding.

 (k) A prize awarded in the Drawing to a person who dies before receiving the prize shall be paid according to 61 Pa. Code § 811.16 (relating to prizes payable after death of a prize winner).

 (l) A winner is responsible for all taxes arising from or in connection with any prize won.

 (m) A player may only win the prize for which the player is first selected in the Drawing. Subsequent entries, from the same individual, selected in the Drawing will be disqualified and a replacement entry will be selected.

 (n) Prizes are not transferrable.

 (o) Winners and/or guest(s) must abide by all venue policies. Any promotional partner reserves the right to revoke full or partial prize from any winner or winner’s guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring the promotional partner into disrepute.

 (p) Other restrictions may apply.

**Addendum 1

POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2023-24)**

**TRIP PRIZE DESCRIPTION**

The Trip Prize consists of a four-day, three-night VIP trip for the winner (“Winner”) and one (1) guest to New York City, NY (“NYC”), from approximately December 29, 2023, to January 1, 2024, to participate in a drawing for a prize in the amount of One Million Dollars ($1,000,000) (“$1 Million Prize”) to be conducted shortly after midnight on January 1, 2024, during the live television broadcast of Dick Clark’s New Year’s Rockin’ Eve on ABC (“Program”). The Trip Prize shall include the following elements:

* Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Winner’s city to NYC (if within 250 miles of NYC, rail or ground transportation to be substituted);
* Three (3) nights’ hotel accommodations at a Times Square hotel (selected by Prize Provider in its sole discretion) in NYC (double occupancy, room and tax only);
* Two (2) tickets to a welcome event and group dinner at a venue to be selected by Producer on December 29, 2023;
* Two (2) tickets for a private NYC excursion and entertainment experiences to be determined by Producer (e.g., Broadway show, holiday dinner cruise on the Hudson River, etc.) on December 30, 2023;

Two (2) tickets for a VIP New Year’s Eve dinner and entertainment with other Trip Prize winners and their guests and a private New Year’s Rockin’ Eve experience;

* Two (2) gift bags, each with a retail value of at least Two Hundred Dollars ($200);
* All meals while in NYC, including the Welcome Dinner on December 29, 2023, and the NYE dinner on December 31, 2023;
* Spending money in the amount of One Thousand Dollars ($1,000); and
* Ground transportation to and from airports, hotel, and activities in NYC.

The approximate retail value of the Trip Prize is Twenty Thousand Dollars ($20,000).

Winner shall not be required to travel to NYC to participate in the drawing for, and to 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, but Winner 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.

For the avoidance of doubt, Winner’s eligibility to participate in the trip and/or the drawing for the $1 Million Prize is not affected by Winner’s failure to complete and sign all required release and forms and/or to consent to a background check and/or by any information obtained pursuant to a background check, but those failures may affect the nature of their appearance and/or degree of participation in the Program. While Winner’s eligibility to participate in the drawing for the $1 Million Prize is an element of the Trip Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is expressly NOT an element of the Trip Prize and is determined by Prize Provider in its sole discretion. 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.

**Addendum 2**

**TRIP PRIZE TERMS AND CONDITIONS**

**NOTE: TERMS OF ART USED BUT NOT SPECIFICALLY DEFINED IN THESE TERMS AND CONDITIONS [E.G., LOTTERY, WINNER, TRIP PRIZE, PRIZE PROVIDER, ETC.] MAY BE CHANGED TO BE CONSISTENT WITH EACH PARTICIPATING LOTTERY’S CUSTOMARY LANGUAGE IN ITS RULES/DISCLOSURES.**

**WINNER SELECTION AND TRIP PRIZE PARTICIPATION REQUIREMENTS.** Participating Lotteries will determine their promotions, including eligibility of potential Winners of the Trip Prize.

**GUESTS.** Each Winner will be allowed (but is not required) to bring one (1) guest (“Guest”) to experience all elements of the Trip Prize. Guest is not eligible to participate in the drawing for a prize in the amount of One Million Dollars ($1,000,000) to be conducted shortly after midnight on January 1, 2024 as part of the Promotion (“$1 Million Prize”). Winner and Guest must travel on the same itinerary.

**AGE REQUIREMENTS**. 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.

**TRAVEL AND EVENT PARTICIPATION.** Winner must travel on or about December 29, 2023, and January 1, 2024, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times selected by Prize Provider, the selected Winner may select a proxy by November 27, 2023. The proxy will participate on Winner’s behalf, and the proxy will be provided with all elements of the Trip Prize. Failure to select a proxy by November 27, 2023 or failure of the Winner’s selected proxy to satisfy all production requirements as set forth below will result in selection of a proxy by Prize Provider. In either circumstance, Winner will remain eligible for the $1 Million Prize.

If Winner resides fewer than two hundred fifty (250) miles from New York City, NY, Prize Provider, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation.

No prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted, except those portions of the Trip Prize that may be used by a proxy designated by Winner. 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 any of the events or activities included in the Trip Prize (individually/collectively, “Event(s)”), (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Winner will still receive the One Thousand Dollars ($1,000) of spending money portion of the Trip Prize and the two (2) 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, (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Winner will still receive the One Thousand Dollars ($1,000) of spending money portion of the Trip Prize and the two (2) 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 fails to attend the Event at which the $1 Million Prize drawing occurs, Winner will remain eligible for the $1 Million Prize drawing.

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

Winners are responsible for payment of the full amount of any taxes due on the total value of the Trip Prize. Participating Lotteries may, but are not required to, increase the value of the cash prize in order to offset taxes due from Winner. 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 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.

**ADDITIONAL COSTS AND EXPENSES.** 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 accommodations are subject to availability.

**EVENT AND ACTIVITY SCHEDULE.** The date and location of any of the Events are subject to change. Prize Provider is not responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, and in such event, Prize Provider’s only obligation is to award 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.

**TELEVISED PRODUCTION REQUIREMENTS.** In order to participate in the Trip Prize, Winner must execute all releases and forms required by Prize Provider, 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 federal, state, and/or local government and/or agency, network, or Prize Provider 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 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 Trip Prize. If Winner elects to appoint a proxy, they must do on or before **November 27, 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 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 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 Prize or receipt of the Trip Prize.

Guest must also execute all releases and forms required by Prize Provider 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 their 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.

**INELIGIBLE PARTICIPANTS.** Notwithstanding anything to the contrary herein, officers, directors, members, managers, employees, and contractors of dick clark productions, llc, Multi-State Lottery Association, and American Broadcasting Companies, Inc. and each of their respective parent, subsidiary, and/or affiliated entities (“Promotion 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 First Millionaire of the Year promotion and/or win a Trip Prize and/or the $1 Million Prize.

PROMOTION 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. PROMOTION 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.