

Minnesota State Lottery
“Naughty Nice” Second Chance
November 28, 2018

1.1. Definitions

- A. **“Naughty Nice” or “Scratch Ticket” or “Ticket”** means the Minnesota Lottery Scratch Game #733.
- B. **“Naughty Nice Second Chance”** means an additional opportunity to win through a drawing conducted by the Minnesota Lottery in conjunction with the purchase of a Naughty Nice Scratch Ticket.
- C. **“The Lottery”** means the Minnesota State Lottery.
- D. **“Naughty Nice” Second Chance Promotion” or “Second Chance Promotion” or “Second Chance”** means the drawings conducted by the Lottery in conjunction with the Naughty Nice Second Chance Promotion.
- E. **“Account”** means a player has registered at mnlottery.com with all required personal contact information.

2.1. Duration

The Naughty Nice Second Chance will begin at 5:00:00 a.m. Central Time (“CT”) on December 4, 2018, and conclude at 11:59:59 p.m. CT on January 8, 2019.

3.1. Eligibility

- A. A player may enter the Naughty Nice Second Chance by creating or having an Account at mnlottery.com, supplying all required registration information completely and in its entirety, and entering the 10-digit validation number found under the scratch-off latex coating of a non-winning Naughty Nice Scratch Ticket. Incomplete registration information may result in entry disqualification.
- B. Each non-winning Ticket entered will receive one (1) entry in the Naughty Nice Second Chance.
- C. Only one (1) winner per household per drawing is allowed.
- D. The submission of a winning Ticket invalidates that entry.
- E. Employees (including immediate family residing in the same household) of the Lottery, employees (including immediate family residing in the same household) of any company that is not eligible to receive a prize from the Lottery pursuant to law or a contract with the Lottery, and all other persons prohibited by law are ineligible to participate or receive a prize from this Naughty Nice Second Chance.
- F. A player who submits an entry must be 18 years of age or older.

- G. The Lottery is not responsible for delayed, lost, or misdirected electronic submissions made through the Internet.
- H. A player may enter more than once; however, a player may use only one (1) unique Ticket number per entry. Multiple entries using the same non-winning Ticket number and entries made via automated computer scripts or other programming techniques will be disqualified.
- I. A player who uses a non-winning Ticket as an entry in this Naughty Nice Second Chance that has previously been used in any other Minnesota Lottery Second Chance, sweepstakes, or contest will be considered ineligible.
- J. By participating, players agree to these official rules and to the decisions of the Lottery which will be final and binding in all respects.
- K. An entry will be considered invalid if it does not meet all requirements for eligibility stated in this section.

4.1. Naughty Nice Second Chance Drawings

- A. To enter the Naughty Nice Second Chance, a player must enter a non-winning Ticket via the process described above. The Lottery will conduct one (1) Naughty Nice Second Chance drawing. The eligibility and schedule for the drawing are listed in the table below.

Drawing	Receipt of drawing entries start date	To be eligible, entry must be received by	Drawing date on or about	Total number of winners	Number of winners/prizes
Drawing #1	5:00:00 a.m. CT December 4, 2018	11:59:59 p.m. CT January 8, 2019	January 10, 2019	10	10 - Holiday prize pack and \$100 Visa gift card

- B. The Lottery will, by use of mechanical or other devices, randomly determine which of the entries submitted are selected.
- C. The Lottery will conduct one (1) drawing at Lottery Headquarters. A Lottery representative will draw ten (10) total winners for the following prizes:
 - Ten (10) prizes of a \$100 Visa gift card and a holiday prize pack (\$125 taxable value)

The Lottery reserves the right to substitute prizes for any reason, including based on availability. The Lottery offers no express or implied warranty or guarantee of merchandise prizes.

- D. Each entry drawn in Drawing #1 will receive a \$100 Visa gift card and a holiday prize pack.
- E. A player may win only once in each Naughty Nice Second Chance drawing, but may win a prize in more than one drawing.
- F. A list of all prizewinners will be posted on the Contest Winners page of mnlottery.com following the drawing and after prizewinners have been verified. The list will remain on the Contest Winners page for the duration of the Claim Period (as defined below).
- G. By entering the Naughty Nice Second Chance, prizewinners consent to full use of any and all information they provide on the entry form for publicity, public relations, and content creation purposes, including on Lottery social media channels and mnlottery.com, by the Lottery. Prizewinners may be required to execute an Affidavit of Eligibility form and appropriate releases and authorizations. Refusal to do so may result in forfeiture of any prize won.
- H. Questions may be referred to the Lottery at (651) 635-8273, option 2, or cs.support@mnlottery.com.

4.2. **Claiming Prizes**

- A. A prize won in a Second Chance may not be assigned or transferred to another person. A merchandise or experiential prize may not be shared with another person under a prize-sharing agreement. A cash prize of \$600 or more may be split with another person under a prize-sharing agreement. Federal, state, or local taxes on any prize are the sole responsibility of the prizewinner. All applicable federal, state, or local laws apply.
- B. Prizes with a value of \$599 or less will be shipped to the address listed in the prizewinner's Account after the drawing in which they are awarded. The Lottery is not responsible for lost or misdirected delivery. Prizes returned to the Lottery may be claimed by the prizewinner during the Claim Period (as defined below). The prizewinner is responsible for providing their correct contact information and U.S. Postal Service mailing address, and for checking mnlottery.com to determine if a prize was returned to the Lottery.

4.3. **Claim Period**

- A. Prizes with a value of \$599 or less will be shipped to the address listed in the prizewinner's Account after the drawing in which they are awarded. The Lottery is not responsible for lost or misdirected delivery. Prizes returned to the Lottery may be claimed by the prizewinner during the Claim Period (as defined in B. below). The prizewinner is responsible for

providing their correct contact information and U.S. Postal Service mailing address, and for checking mnlottery.com to determine if a prize was returned to the Lottery.

- B. All prizes in the Naughty Nice Second Chance must be claimed within one (1) year of the date of the drawing at which the prize was awarded. If, however, the one (1) year deadline is a Saturday, Sunday, or a day that Minnesota State Lottery offices are closed due to a legal holiday, a claim must be submitted by the close of business the following business day. The Lottery reserves the right to substitute prizes based on when the prize is claimed during the claim period. The Lottery will post the end of the claim period on mnlottery.com. Questions may be referred to the Lottery at (651) 635-8273, option 2, or cs.support@mnlottery.com. Prizewinners must contact the Lottery within one year of the drawing date regarding a lost, stolen, or misdirected prize. Failure to report a prize not received within one year will result in forfeiture of any prize won.

4.4. **Allowance for Delay of Payment**

The Lottery may delay payment pending a final determination by the Lottery under any of the following circumstances.

- A. if a dispute occurs or it appears likely that a dispute may occur regarding the prize;
- B. if a dispute occurs or it appears likely that a dispute may occur regarding the ownership of the entry;
- C. if there is any question regarding the identity of the claimant;
- D. if there is any question regarding the validity of the entry or the claim presented for payment; or
- E. if the claim is subject to any reduction for delinquent debts owed by the claimant under Minn. Stat. § 349A.08, subd. 8. No liability for interest for any delay shall accrue to the benefit of the claimant pending payment of the claim.

4.5. **Emergency Termination**

If, for any reason, it is not possible to run all or any part of the Naughty Nice Second Chance as planned due to, without limitation, errors in these official rules or advertising for this promotion, tampering, unauthorized intervention, fraud, technical failures, human error, or any other cause beyond the control of the Lottery that, in the sole judgment of the Lottery, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Second Chance, the Lottery reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the promotion.

5.1. **Governing Law**

By submitting an entry to a Second Chance, a player agrees to comply with and abide by these game procedures: Minn. Stat. § 349A (State Lottery); Minn. R. 7857 (Lottery Prize Payments); and all final decisions of the Director of the Lottery. All applicable federal, state, or local laws apply. Second Chance offer void where prohibited by law.