

**Minnesota State Lottery**  
**Second Chance Promotion**  
**“Powerball NYRE”**  
**September 15, 2020–October 13, 2020**

**1.1. Name of Promotion**

The name of this promotion is “Powerball NYRE,” or “Powerball New Year’s Rockin’ Eve.”

**2.1. Definitions**

- A. **“Powerball NYRE”** or **“Powerball New Year’s Rockin’ Eve”** means this Second Chance promotion for which the Powerball Lotto game provides eligible entries. This Second Chance promotion is administered by the Minnesota State Lottery and the Multi-State Lottery Association (“MUSL”).
- B. **“Producer”** means dick clark productions, inc. and its affiliated entities, including DCP Rights, LLC.
- C. **“The Lottery”** means the Minnesota State Lottery.
- D. **“Minnesota Second Chance Promotion”** or **“Second Chance Promotion”** means the drawings conducted by the Lottery in conjunction with the Powerball NYRE Second Chance Promotion.
- E. **“Account Holders”** means the registered database of players located on mnlottery.com.

**3.1. Duration**

The Powerball NYRE Second Chance Promotion will begin at 5:00:00 a.m. Central Time (“CT”) on September 15, 2020 and conclude at 11:59:59 p.m. CT on October 10, 2020. Entries must be received by 11:59:59 p.m. CT on October 13, 2020.

**4.1. Eligibility**

- A. A person may enter the Powerball NYRE Second Chance Promotion by registering for an account on mnlottery.com, supplying all of the required registration information, and entering the 13-digit entry code that appears on the front of a Powerball lotto game ticket under the words “Enter the code below for a chance to be the first Powerball Millionaire of the year! Enter at mnlottery.com by 10/13/20.” on tickets printed from September 15, 2020, through

October 10, 2020 (“Eligible Powerball Tickets”). Entries must be received by October 13, 2020.

- B. Each dollar spent on Eligible Powerball Tickets will receive one (1) entry in the Powerball NYRE Second Chance Promotion. (For example: 1 Powerball play (\$2) = 2 entries, 1 Powerball play (\$2) + 1 Powerplay (\$1) = 3 entries.)
- C. Only one (1) prizewinner per household per drawing is allowed.
- D. Employees (including immediate family residing in the same household) of the Minnesota State Lottery (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 Powerball NYRE Second Chance Promotion.
- E. A person who submits an entry must be 18 years of age or older.
- F. The Lottery is not responsible for delayed, lost, or misdirected electronic submissions made through the Internet.
- G. A person may enter more than once; however, the player may use only one (1) unique entry code per entry. Multiple entries using the same entry code and entries made via automated computer scripts or other programming techniques will be disqualified.
- H. A player who uses an entry code as an entry in this Powerball NYRE Second Chance Promotion that has previously been used in any other Minnesota Lottery Second Chance Promotion or contest will be considered ineligible.
- I. By participating, players agree to these official rules and to the decisions of the Lottery, MUSL, and the Producer which will be final and binding in all respects.
- J. An entry will be considered invalid if it does not meet all requirements for eligibility stated in this section.

#### 5.1. **The Second Chance Promotion Drawings**

- A. To enter the Powerball NYRE Second Chance Promotion, a player must enter an entry code found on an Eligible Powerball Ticket via the process described above. The Lottery will conduct one (1)

Powerball NYRE Second Chance Promotion drawing. The eligibility and schedule are listed in the table below.

Drawing	Powerball ticket purchase start and end dates	To be eligible, entry must be received by	Drawing date on or about	Total number of prize-winners	Number of prizewinners/prizes
Drawing #1	900:00 a.m. CT September 15, 2020 through 11:59:59 p.m. CT October 10, 2020	11:59:59 p.m. CT October 13, 2020	October 15, 2020	21	\$700 Powerball Prize Pack and, if eligible, one (1) entry to the Powerball 1 <sup>st</sup> Millionaire of the Year Drawing

- 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 twenty-one (21) winners to each receive a Powerball Prize Pack (\$700 estimated total value each) and, if eligible, one (1) entry to the “Powerball First Millionaire of the Year Drawing” described in 5.2 below.
- D. Powerball Prize Packs will include: one (1) Lottery-logo duffle bag, one (1) Lottery-logo blanket, four (4) acrylic Lottery-logo tumblers, one (1) Lottery-logo corkscrew gift set, and \$600 cash.
- E. The Lottery reserves the right to substitute and/or modify prizes for any reason, including based on availability and when the prize is claimed during the claim period.
- F. **Prizes claimed after 5:00 pm on October 27, 2020 will not receive an entry to the Powerball First Millionaire of the Year drawing. A prizewinner that is delinquent in the payment of Minnesota state taxes or owes a debt as defined in Minn. Stat. § 270A.03, subd. 5, will not receive entry to the Powerball First Millionaire of the Year drawing.**
- G. A person may win only once in this Powerball NYRE Second Chance Promotion drawing.
- H. A list of all prizewinners will be posted on the Winners page of mnlottery.com following the drawing and after prizewinners have been verified. The list will remain on the Winners page for the duration of the Claim Period (as defined below).

- I. By entering this sweepstakes, 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 and Producer social media channels and mnlottery.com, by the Lottery or Producer. 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. Failure to sign waivers or other documents required by the Lottery or Producer may result in forfeiture of the prize, conversion of the prize to cash, or modifications in the Trip Prize (as determined by the Lottery or the Producer).
- J. A prize won in a Second Chance Promotion may not be assigned or transferred to another person. An immediate family member, however, can be appointed and travel as a proxy pursuant to Section 5.4A of these rules. All applicable federal, state, or local laws apply.
- K. Promotion questions may be referred to the Lottery at (651) 635-8273, option 1, or cs.support@mnlottery.com.

## 5.2 **Powerball First Millionaire of the Year Drawings**

- A. Each eligible winner in the Powerball NYRE Second Chance Promotion will receive one (1) entry to the Powerball First Millionaire of the Year drawing. Eligibility is determined by Section 5.1(F), above. The Powerball First Millionaire of the Year drawing will be held by MUSL from winners selected by each participating state lottery for the Powerball First Millionaire of the Year drawing. All final decisions regarding the Powerball First Millionaire of the Year Drawing will be made by MUSL and will be final and binding in all respects.
- B. The value of the entry to the Powerball First Millionaire of the Year drawing is \$0. The value being named a finalist in the Powerball First Millionaire of the Year drawing is estimated at twenty-nine thousand ninety dollars and ninety-one cents (\$29,090.91). The value of winning the Powerball First Millionaire of the Year drawing is estimated at one million dollars (\$1,000,000).
- C. MUSL will name five (5) finalists from all entries to the Powerball NYRE Second Chance Promotion from all participating lotteries. The odds of being named a finalist are based on the total number

of entries. Each of the five (5) finalists may receive a New York City Trip or a Party @Home Prize Pack.

1. The New York City Trip will consist of approximately the following:
  - Four (4) day, three (3) night trip for two (2) people to New York City (“NYC”);
  - Round-trip, coach-class airline transportation for two (2) people from the major airport nearest the prizewinner’s city to NYC (if within two hundred fifty [250] miles of NYC, ground transportation to be substituted);
  - Three (3) nights’ hotel accommodations at the Crowne Plaza Times Square Manhattan hotel (or another similar comparable hotel as the Producer may determine in its sole discretion) in NYC (double occupancy room and tax only);
  - Welcome dinner on 12/29/20;
  - Exclusive daytime entertainment experience on 12/30/20;
  - Special holiday dinner on 12/30/20;
  - Exclusive New Year’s Eve dinner and entertainment with other Trip winners and their guests;
  - Two (2) gift bags, each with a retail value of at least two hundred fifty dollars (\$250);
  - All meals (breakfast, lunch, dinner) while in NYC; spending money in the amount of two hundred fifty dollars (\$250) (in the form of a pre-loaded credit card); and
  - Ground transportation to and from airports, hotel, and activities while in NYC;
  - A chance to win one million dollars (\$1,000,000); and
  - Applicable state and federal tax.

The total prize value of the New York City Trip is estimated at twenty-nine thousand ninety dollars and ninety-one cents (\$29,090.91), including state and federal withholdings.

The New York City Trip Prize is subject to the Producer’s travel prize terms and conditions, including the right to substitute Party @Home prize, in the Producer’s sole discretion, if Travel Prize

cannot be fulfilled due to any governmental, network, or Producer restrictions, regulations, or risk assessments. Party @Home winners must agree to participate and appear on the broadcast via a remote video link from a location to be determined by the Producer in its sole discretion (whether at the actual home of the winner or a friend or family member or at another venue or location local to the prizewinner's residence to be selected by the Producer) subject to background clearance, or to appoint a proxy (or have a proxy appointed) to appear on the broadcast in their place. In such event, Party @Home prizewinners will remain eligible to win \$1 million prize. Additional prize terms and conditions for both options to be provided.

2. A Party @Home Prize Pack will consist of approximately the following:
  - Twelve thousand five-hundred-dollar (\$12,500) cash prize;
  - Deluxe surf and turf dinner for eight (8) from Omaha Steaks
  - Five-hundred-dollar (\$500) gift certificate to Party City;
  - Seventy-inch (70") LED TV to watch NYRE + home theater surround sound system + installation;
  - Time-Life DVD or CD collection and DVD Player;
  - Top-tier karaoke system;
  - Two (2) gift bags, each with a retail value of at least two hundred fifty dollars (\$250)
  - Premium beverage package with a retail value of five hundred dollars (\$500);
  - Six (6) party gift bags for guests, each with a retail value of at least fifty dollars (\$50);
  - A chance to win one million dollars (\$1,000,000); and
  - Applicable state and federal tax.

The total prize value of the Party @Home Prize Pack is estimated at twenty-nine thousand ninety dollars and ninety-one cents (\$29,090.91), including state and federal withholdings.

### 5.3 Prize Package Fulfillment and \$1,000,000 Prize

- A. The Producer will be responsible for coordinating all travel directly with the prizewinners. The trip package will be subject to terms and conditions of the Producer. The Producer will be responsible for coordinating delivery of Party @Home prizes to the prizewinners.
- B. In addition to the New York City Trip or Party @Home Prize Pack, prizewinners will also be eligible to participate, at no additional cost, in a drawing for a prize in the amount of one million dollars (\$1,000,000) (“\$1M Prize”), which will be conducted by MUSL shortly after midnight during the live broadcast of *Dick Clark’s New Year’s Rockin’ Eve 2020-2021* television special scheduled for live television broadcast on the ABC television network on December 31, 2020-January 1, 2021.
  - 1. MUSL (or its authorized designee) will be responsible for administering, conducting, and managing the drawing for the \$1M Prize and for awarding the \$1M Prize to the selected prizewinner (“First Millionaire”).
  - 2. The specific procedures and terms of the drawing for the \$1M Prize will be determined by MUSL in its sole discretion and may include one (1) or more drawing rounds before the final drawing for the \$1M Prize on the program date.
  - 3. MUSL, the Lottery, or its authorized designee will be responsible for any tax reporting and/or withholding required in connection with awarding the \$1M Prize to the First Millionaire.
- C. Prizewinners who travel to NYC may also have the opportunity to participate in the recording and production of segments of the First Powerball Millionaire Story, provided that they sign an appearance release.

### 5.4. Travel Prize Terms and Conditions

- A. Prizewinner of New York City Trip must travel on or about December 29, 2020, and January 1, 2021, to participate in the trip prize. If prizewinner resides fewer than two hundred fifty (250) miles from New York City, NY, Producer, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation. Prizewinner and his or her guest (“Guest”)

must travel on same itinerary. If prizewinner is under the age of twenty-one (21), Guest must be at least the age of majority in Guest's state of residence. If prizewinner 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 the prizewinner's state, prizewinner must be the parent or legal guardian of Guest. Prizewinner may elect to appoint an immediate family member (i.e., a parent, child, legal guardian, or spouse) to travel on prizewinner's behalf (a "Proxy"). Any cash or prizes won by that Proxy will be paid to prizewinner who (not the Proxy) will be responsible for taxes on the value of the trip and any cash or prizes won, regardless of whether the Proxy actually takes the trip.

- i. All expenses involved with or related to the Trip Prize not specifically included in the description of the Trip Prize, including, without limitation, ground transportation, transfers, additional hotel amenities (e.g., 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 responsibility of prizewinner and Guest. Prizewinner 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.
- ii. The date and location of any of the events or activities included in the Trip Prize (individually/collectively, "Event[s]") may be subject to change. Producer is not responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, and in such event, Producer'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.
- iii. Prizewinner and Guest must comply with all of the rules and regulations of the venues where the Events are held. Prizewinner acknowledges that if prizewinner 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, prizewinner 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, prizewinner agrees to abide by any terms, conditions, and restrictions provided by the ticket vendor. Lost, mutilated, or stolen tickets, vouchers, certificates, or pre-paid gift cards will not be replaced.

- iv. Unless in the sole discretion of the Lottery or Producer, 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:
  1. If prizewinner misses their flight, reasonable efforts will be used to reschedule the flight at prizewinner's expense. If the flight cannot be rescheduled in a reasonable time for prizewinner's participation in the Events, (i) prizewinner will forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) prizewinner will still receive the two hundred fifty dollars (\$250) of spending money portion of the Trip Prize (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) prizewinner will remain eligible for the \$1M Prize drawing.
  2. If prizewinner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked, (i) prizewinner will forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) prizewinner will still receive the two hundred fifty dollars (\$250) of spending money portion of the Trip Prize (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) prizewinner will remain eligible for the \$1M Prize drawing.

3. If prizewinner fails to attend the Event at which the \$1M Prize drawing occurs, prizewinner will remain eligible for the \$1M Prize drawing.
4. In any of the foregoing events, a proxy may be appointed to accept the \$1M Prize on prizewinner's behalf at the time of the drawing; however, in such event, prizewinner will still receive the \$1M Prize (less any tax withholdings and outstanding debt setoff, if applicable).
5. Prizewinner who does 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.

#### 5.5. **Claiming Prizes**

A winner selected in the Powerball NYRE Second Chance Promotion must submit a claim form to the Lottery by 5:00 pm October 27, 2020, to receive entry to Powerball First Millionaire of the Year Drawing. If the prizewinner is delinquent in the payment of Minnesota state taxes or owes a debt as defined in Minn. Stat. § 270A.03, subd. 5, the winner will not be eligible for the Powerball First Millionaire of the Year Drawing.

If the prize is claimed and/or debts satisfied after 5:00 pm October 27, 2020, but within one (1) year of the date of the drawing, the winner will only receive the Powerball Prize Pack. The Lottery reserves the right to substitute or modify the prize. If, however, the one (1) year deadline is a Saturday, Sunday, or a day that Minnesota State Lottery offices are closed, a claim must be submitted by the close of business the following business day. The Lottery will post the end of the claim period on [mnlottery.com](http://mnlottery.com).

A prizewinner selected by MUSL as one of the five (5) finalists in the First Powerball Millionaire of the Year to win a prize with an estimated value of twenty-nine thousand ninety dollars and ninety-one cents (\$29,090.91) will be notified by the Lottery by November 6, 2020. The prizewinner must submit a claim form to the Lottery by 5:00 pm on November 10, 2020. If the prizewinner owes a debt as described above, they will be given seven (7) calendar days from the date the Lottery informed them of the existence of a debt in which to fully satisfy the debt, as determined by the Minnesota Department of Revenue. If such a prizewinner fails to

completely satisfy the debt within seven (7) days, the Lottery will liquidate the non-cash prize and forward any proceeds received to the Department of Revenue to satisfy or partially satisfy the debt on prizewinner's behalf and the finalist may not be eligible for the \$1M Prize. If any cash remains after the Lottery has forwarded the proceeds of a non-cash prize to the Minnesota Department of Revenue, prizewinner will be awarded the remaining cash. A prizewinner selected by MUSL to win the \$1M Prize will also be required to submit a claim form to the Lottery and satisfy any debts.

#### **5.6. 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 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 will accrue to the benefit of the claimant pending payment of the claim.

#### **6.1 Emergency Termination**

If, for any reason, it is not possible to run all or any part of the Powerball NYRE Second Chance Promotion 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 promotion, the Lottery reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the promotion.

#### **7.1 Governing Law**

By submitting an entry to the Powerball NYRE Second Chance Promotion, a person 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 Promotion entry offer void where prohibited by law.