

Minnesota State Lottery
“Powerball First Millionaire of the Year
2021 Minnesota State Fair Event Giveaway”
August 26, 2021–September 6, 2021
Rules revised August 30, 2021

1.1. Name of Promotion

The name of this promotion is “Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway.”

2.1. Definitions

- A. “**The Lottery**” means the Minnesota State Lottery.
- B. “**MUSL**” means the Multi-State Lottery Association.
- C. The “**Producer**” refers to Dick Clark Productions (dcp).
- D. “**Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway**” means the drawings conducted by the Lottery in conjunction with this Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway.

3.1. Duration

- A. The Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway begins at approximately 9:00 a.m. Central Time (CT) on August 26, 2021, and ends at approximately 8:30 p.m. CT on September 6, 2021.

4.1. Eligibility

To enter the drawing in the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway and be eligible to win, a player must: a) complete an official entry form in its entirety, including full name and email address (or phone number if no email address) and check the box to indicate they are at least 18 years of age on the day they are at the Lottery booth at the Minnesota State Fair, b) deposit the completed entry form into the official Minnesota State Lottery entry drawing box. Each player may enter only once. The official entry form is the only acceptable form of entry. Incomplete registration information may result in disqualification. A facsimile or photocopy of the entry form is not an eligible entry. Entries are void if mutilated or illegible. Specific event dates, drawing dates, and prizes are in the table in 5.1 below.

- A. 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 Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway.

- B. Officers, directors, members, managers, employees, contractors, of MUSL, dcp, and American Broadcasting Companies, Inc., and each of their respective parent, subsidiary, and/or affiliated entities, and the immediate family and/or household members of any of the foregoing are not eligible to participate in this Promotion.
- C. The player who submits an entry must be 18 years of age or older.
- D. By participating, players agree to these official rules and to the decisions of the Minnesota Lottery which will be final and binding in all respects.
- E. An entry will be considered invalid if it does not meet all requirements for eligibility stated in this section.

5.1. The Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway Drawings

- A. To enter the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway, a player must enter an official entry form as described above. The Lottery will conduct three (3) Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway drawings. The eligibility and schedule for each drawing are listed in the table below.

Drawing	Receipt of drawing entries start date (approx.)	To be eligible, entry must be received by (approx.)	Drawing date (on or about)	Total number of winners	Prize
Drawing #1	9:00:00 a.m. CT August 26, 2021	8:30:00 p.m. CT August 30, 2021	August 31, 2021	10	\$300 & a Lottery Prize Package + one (1) entry to the Powerball First Millionaire of the Year drawing
Drawing #2	9:00:00 a.m. CT August 31, 2021	8:30:00 p.m. CT September 3, 2021	September 7, 2021	10	\$300 & a Lottery Prize Package + one (1) entry to the Powerball First Millionaire of the Year drawing
Drawing #3	9:00:00 a.m. CT September 4, 2021	8:30:00 p.m. CT September 6, 2021	September 9, 2021	10	\$300 & a Lottery Prize Package + one (1) entry to the Powerball First 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 Minnesota Lottery will conduct three (3) drawings at Lottery Headquarters. A Lottery representative will draw ten (10) prizewinners

for each drawing. Each winning entry will win \$300 cash and a Lottery Prize Package including one (1) Lottery-logo cooler, one (1) Lottery-logo T-shirt, two (2) Lottery-logo coozies and one (1) Lottery-logo bamboo bottle opener. Each prizewinner will also receive one (1) entry for the Powerball First Millionaire of the Year drawing as described in Section 6.1, below. The taxable prize value is estimated at \$300. The taxable prize value of the entry for the Powerball First Millionaire of the Year drawing is described in Section 6.1, below. The Lottery reserves the right to substitute prizes based on availability. The Lottery offers no express or implied warranty or guarantee of merchandise prizes.

- D. The odds of being selected are dependent on the number of entries received.
- E. A person may win only once in the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway drawing. One prizewinner per household per drawing.
- F. A list of all prizewinners will be posted on the Winners page on 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).
- G. By entering the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway, 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. The prizewinners will be notified via email ([or phone, if no email is available](#)). Each player whose entry is selected in the Event Giveaway must fill out and submit a Winner Affidavit form to the Lottery.
- I. Questions may be referred to the Lottery at (651) 635-8273, option 1, or cs.support@mnlottery.com.

5.2. Claim Period

All prizes in the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway must be claimed within 90 days of the date of the drawing at which the prize was awarded. **Prizes claimed after 5:00 pm on October 11, 2021 will not receive an entry to the Powerball First Millionaire of the Year drawing.**

For prizes of \$600 or more or inquiries regarding lost, stolen, or misdirected prizes, the claim period ends at the close of business on the last day of the

claim period that Lottery offices are open. Lottery offices are closed for the holidays and events listed on mnlottery.com, and one or more Lottery offices may close unexpectedly due to weather or other unforeseen circumstances. 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 1, 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.

Prizes with a value of \$599 or less will be shipped to the address listed on the prizewinner's Winner Affidavit form 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. 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.

A prize won in the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway 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 \$500 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.

6.1 Powerball First Millionaire of the Year Drawing

Each eligible winner in the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway will receive one (1) entry to the Powerball First Millionaire of the Year drawing. Eligibility is determined by Sections 5.1 and 5.2, 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.

The value of the entry to the Powerball First Millionaire of the Year drawing is \$0. The value of 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).

MUSL will name five (5) finalists from all entries to the Powerball First Millionaire of the Year 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 will receive an At-Home New Year's Eve Party Prize Pack.

An At-Home New Year's Eve Party Prize Pack will consist of approximately the following:

- Ten thousand dollar (\$10,000) cash prize
- Deluxe surf and turf dinner for eight from Omaha Steaks
- 70" LED TV
- Top-tier karaoke system
- Premium 15.5" laptop computer with 20 mega-pixel digital camera, on-camera microphone, 19" ring light and other accessories including home set-up
- Party City gift card valued at five hundred dollars (\$500)
- Premium beverage package from a local retailer with a retail value of five hundred dollars (\$500)
- Two (2) gift bags each with a retail value of at least two hundred fifty dollars (\$250)
- Entry for the Powerball First Millionaire of the Year drawing for the chance to win one million dollars (\$1,000,000)
- Applicable state and federal taxes

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

6.2 Prize Package Fulfillment and \$1,000,000 Prize

The Producer will be responsible for coordinating delivery of the At-Home New Year's Eve Party Prize Pack to the prizewinners.

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 2021-2022* television special scheduled for live television broadcast on the ABC television network on December 31, 2021-January 1, 2022.

MUSL (or its authorized designee) will be responsible for administering, conducting, and managing the drawing for the \$1M Prize. The Minnesota Lottery will award the \$1M Prize to the selected prizewinner ("First Millionaire") if the winner is from Minnesota.

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.

The Minnesota Lottery will be responsible for any tax reporting and/or withholding required in connection with awarding the \$1M Prize to the First Millionaire, if from Minnesota. Prizewinners 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.

6.3 Claiming Powerball First Millionaire of the Year Prizes

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 5, 2021. **The prizewinner must submit a Winner Affidavit to the Lottery by 5:00 pm on November 10, 2021.** If the prizewinner owes a debt, 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 Winner Affidavit to the Lottery and satisfy any debts.

6.4 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.

7.1 Allowance for Delay of Payment

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

- if a dispute occurs or it appears likely that a dispute may occur regarding the prize;
- if a dispute occurs or it appears likely that a dispute may occur regarding the ownership of the entry;
- if there is any question regarding the identity of the claimant;
- if there is any question regarding the validity of the entry or the claim presented for payment;
- 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.

8.1 Emergency Termination

If, for any reason, it is not possible to run all or any part of the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway 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.

9.1 Governing Law

By submitting an entry to the Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway, a player agrees to comply with and abide by these giveaway 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. Powerball First Millionaire of the Year 2021 Minnesota State Fair Event Giveaway entry offer void where prohibited by law.