

Powerball First Millionaire of the YearSM Promotion
Official Rules
8-18-20

The North Dakota Lottery is participating in the multi-state Powerball First Millionaire of the Year promotion from August 18 through October 12, 2020. The lottery, in conjunction with Dick Clark Productions, will award each of the five (5) North Dakota Lottery \$1,000 Cash Prize/Semi-Finalist Entry Points for Drawings™ winners one (1) entry into the Powerball First Millionaire of the Year finalist drawing.

Five (5) finalists will be selected by MUSL from approximately 700-800 semi-finalists generated by the participating lotteries to appear on the live broadcast of Dick Clark Production's New Year's Rockin' Eve program. These five finalists will win one of the following prize packages of their choosing: (Option 1) Trip Prize to New York City to watch the ball drop or (Option 2) Party @ Home Prize. They will also be entered into one final drawing, in which one of the five finalists will win \$1 MILLION and become the Powerball First Millionaire of the Year. See prize option details.

POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2020-21)

PRIZE DESCRIPTION

Five (5) finalists of the Powerball First Millionaire of the Year Promotion will have the option to select one (1) of the following two (2) prizes:

Option One – NYC Trip Prize: An all-expenses-paid VIP trip for two (2) people to New York City to celebrate New Year's Eve, plus an entry in the second annual Powerball First Millionaire of the Year \$1 Million drawing taking place shortly after midnight during the live television broadcast of *Dick Clark's New Year's Rockin' Eve* on ABC ("Trip Prize");

OR

Option Two – Party@Home Prize: A Party@Home New Year's Eve party package including a \$12,500 cash prize, deluxe dinner for eight (8) from Omaha Steaks, 70-inch LED TV and home theater sound system, a top-tier Karaoke system, \$500 gift certificate to Party City, and more, plus an entry in the second annual Powerball First Millionaire of the Year \$1 Million drawing taking place shortly after midnight during the live television broadcast of *Dick Clark's New Year's Rockin' Eve* on ABC ("Party Prize").

The Trip Prize and the Party Prize may be individually and collectively referred to herein as the "Prize(s)." A total of five (5) Prizes will be awarded. Each Prize as an approximate retail value of Twenty Thousand Dollars (\$20,000). Prizes are subject to the applicable Prize Terms and Conditions. Finalists must select and notify the designated provider of the Prizes ("Prize Provider") of the selected Prize no later than **November 20, 2020**. If a Finalist fails to notify the Prize Provider of his/her Prize election by such date, the Party Prize will be awarded.

Prize Provider reserves the right, in its sole and complete discretion, to substitute the Party Prize 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.

OPTION ONE – TRIP PRIZE DETAILS:

The Trip Prize consists of a four-day, three-night VIP trip for a Finalist (“Trip Winner(s)”) and a guest to New York City, NY (“NYC”) from December 29, 2020, to January 1, 2021, 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, 2021, 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, first-class airline transportation for two (2) people from major airport nearest Trip Winner’s city to NYC (if within 250 miles of NYC, rail or ground transportation to be substituted);
- Three (3) nights’ hotel accommodations at the Crowne Plaza Times Square Manhattan hotel (or such other similar hotel as Prize Provider may determine in its sole discretion) in NYC (double occupancy, room and tax only);
- Exclusive daytime entertainment experience on December 30, 2020;
- 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 while in NYC, including a Welcome Dinner on December 29, 2020, and a special holiday dinner on December 30, 2020;
- Spending money in the amount of One Thousand Dollars (\$1,000); and
- Ground transportation to and from airports, hotel, and activities in NYC.

Trip Winners shall not be required to travel to NYC to participate in the drawing for, and to remain eligible to win, the \$1 Million Prize. Trip Winners may appoint a proxy to take the trip instead, subject to the Trip Prize Terms and Conditions, but Trip Winners will still remain eligible to win the \$1 Million Prize.

- Trip Winners (or their proxies) 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 Trip Winners sign an appearance release and consent to a background check. If a Trip Winner appoints a proxy, the proxy must sign an appearance release and clear the background check in order to take the trip. In the event that a Trip Winner’s designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow the Trip 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, Trip Winners’ eligibility to participate in the trip and/or the drawing for the \$1 Million Prize is not affected by Trip Winners’ failure to sign an appearance release 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 Trip 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 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 a Trip

Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Trip Winners' eligibility for the \$1 Million Prize.

OPTION TWO - PARTY PRIZE DETAILS:

The Party Prize consists of a New Year's Eve Party@Home package for a Finalist ("Party Winner(s)") to throw an epic New Year's Eve party for up to eight (8) family and/or friends (including Party Winner) at home and to participate remotely in the drawing for the \$1 Million Prize to be conducted shortly after midnight on January 1, 2021, during the live television broadcast of the Program. The Party Prize shall include the following elements:

- Cash Prize in the amount of Twelve Thousand Five Hundred Dollars (\$12,500);
- Deluxe surf and turf dinner for eight (8) people from Omaha Steaks;
- 70" LED television (to watch the live broadcast of the Program), including a home theater sound system and installation;
- Gift certificate to Party City in the amount of Five Hundred Dollars (\$500);
- Premium beverage package from a retailer local to Party Winner, with a retail value of Five Hundred Dollars (\$500);
- Top-tier Karaoke system;
- Three (3) Time-Life CD/DVD Collections and a compatible CD/DVD player;
- Two (2) gift bags, each with a retail value of at least Two Hundred Fifty Dollars (\$250); and
- Six (6) party gift bags for guests, each with a retail value of at least Fifty Dollars (\$50).

Party Winners shall not be obligated to host or have a New Year's Eve party at their residence to participate in the drawing for, and to remain eligible to win, the \$1 Million Prize. However, Party Winners must agree to (i) participate and appear in the Program via remote video transmission from their residence or another local location to be determined by Prize Provider in its sole discretion, subject to a background check and execution of an appearance release; OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in place of Party Winner, subject to the proxy's executing an appearance release and clearing a background check. In such event, Party Winners will still receive all elements of the Party Prize (unless the Party Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize.

- If a Party Winner appoints a proxy, the proxy must sign an appearance release and clear the background check in order to participate in the broadcast of the Program. In the event that a Party Winner's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow the Party Winner to appoint another proxy to appear in the Program in Party Winner's place (subject to background clearance and Prize Provider deadlines); or (ii) to appoint another proxy (selected by Prize Provider) to appear in the Program in Party Winner's place.

- For the avoidance of doubt, Party Winners' eligibility to participate in the Program and/or the drawing for the \$1 Million Prize is not affected by Party Winners' failure to sign an appearance release 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 Party Winner's eligibility to participate in the drawing for the \$1 Million Prize is an element of the Party Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is not an element of the Party 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 a Party Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Party Winners' eligibility for the \$1 Million Prize.

PRIZE TERMS AND CONDITIONS

TRIP PRIZE TERMS

Trip Winner must notify Prize Provider of his or her election to receive the Trip Prize no later than **November 20, 2020**, in accordance with the instructions provided by Prize Provider following notification of becoming a Finalist. If a Trip Winner fails to notify the Prize Provider by such date, the Party Prize will be awarded. Prize Provider reserves the right, in its sole and complete discretion, to substitute the Party Prize 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.

Trip Winner must travel on or about **December 29, 2020**, and **January 1, 2021**, to participate in the Trip Prize.

If Trip Winner chooses not to travel or becomes unavailable for any reason, Trip Winner may appoint a proxy no later than **November 23, 2020**. If Trip Winner appoints a proxy, the proxy must sign an appearance release and clear the background check in order to take the trip. In the event that a Trip Winner's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow the Trip Winner to appoint another proxy to take the trip (subject to background clearance and Prize Provider's deadlines); or (ii) allow the proxy to take the trip and to appoint a second proxy (selected by Prize Provider) to participate in the Program in Trip Winner's place. If the Trip Winner or appointed proxy fails to book the trip prior to **December 10, 2020**, the Trip Prize is forfeited, and Prize Provider may elect, in its sole discretion, to substitute some or all of the Party Prize. If, after travel is booked, the proxy is unable to travel for any reason, neither Trip Winner nor the proxy may appoint another proxy, and the Trip Prize is forfeited. Trip Prize forfeiture includes forfeiture of attendance at any of the events or activities included in the Trip Prize (individually/collectively, "Events"). Trip Winner will still receive the spending money portion of the Trip Prize (\$1,000), less any tax withholdings and any outstanding debt setoff, if applicable, and the two (2) gift bags, and Trip Winner will remain eligible for the \$1 Million Prize drawing. In the event of a forfeiture, Prize Provider reserves the right, in its sole discretion, to appoint a proxy to appear and participate in the Program in Trip Winner's place, to substitute some or all of the Party Prize, and/or to make other arrangements for Trip Winner's participation in the drawing for the \$1 Million Prize and/or appearance in the Program. The appointment of any proxy shall not affect Trip Winner's eligibility to win the \$1 Million Prize.

If Trip Winner resides fewer than two hundred (200) miles from New York City, NY, Prize Provider, in its sole discretion, reserves the right to provide rail or ground transportation in lieu of airline transportation. Trip Winner and his or her guest ("Guest") must travel on same itinerary. If Trip 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 Trip 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 Guest's state, Trip Winner must be the parent or legal guardian of Guest.

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 (i.e., spa services, internet access, phone calls, laundry services, room service), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), travel insurance and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the responsibility of Trip Winner and Guest. Trip 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.

The date and location of any of the Events may be 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.

Trip Winner and Guest must comply with all of the rules and regulations of the venues where the Events are held and all applicable federal, state, and local government and/or agency laws, rules, orders, and regulations as well as Prize Provider's rules, regulations, and safety guidelines. Trip Winner acknowledges that if Trip 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, Trip 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, Trip 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.

Except as set forth above, 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 Trip Winner misses his or her flight, reasonable efforts will be used to reschedule the flight at Trip Winner's expense. If the flight is not able to be rescheduled in a reasonable time for Trip Winner's participation in the Events, (i) Trip Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Trip Winner will still receive the spending money portion of the Trip Prize (\$1,000), less any tax withholdings and any outstanding debt setoff, if applicable, and the two (2) gift bags; and (iii) Trip Winner will remain eligible for the \$1 Million Prize drawing.
- If Trip Winner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked, (i) Trip Winner shall forfeit and not participate in the travel portion of the Trip Prize, including the Events; (ii) Trip Winner will still receive the spending money portion of the Trip Prize (\$1,000), less any tax withholdings and any outstanding debt setoff, if applicable, and the two (2) gift bags; and (iii) Trip Winner will remain eligible for the \$1 Million Prize drawing.
- If Trip Winner fails to attend the Event at which the \$1 Million Prize drawing occurs, Trip 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 Trip Winner's behalf at the time of the drawing; however, in such event, Trip Winner will still receive the \$1 Million Prize (less any tax withholdings and outstanding debt setoff, if applicable).

Notwithstanding the foregoing, Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for a Trip Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Trip Winners' eligibility for the \$1 Million Prize.

Trip 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.

PARTY PRIZE TERMS

Party Winner must notify Prize Provider of his or her election to receive the Party Prize no later than **November 20, 2020**, in accordance with the instructions provided by Prize Provider following notification of becoming a Finalist.

Party Winners must agree to (i) participate and appear in the Program via remote video transmission from their residence or another local location to be determined by Prize Provider in its sole discretion, subject to a background check and execution of an appearance release; OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in Party Winner's place, subject to the proxy's executing an appearance release and clearing a background check. Party Winner must appoint his or her proxy no later than **November 23, 2020**.

- If a Party Winner appoints a proxy, the proxy must sign an appearance release and clear the background check in order to participate in the broadcast of the Program. In the event that a Party Winner's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow the Party Winner to appoint another proxy to appear in the Program in Party Winner's place (subject to background clearance and Prize Provider deadlines); or (ii) to appoint another proxy (selected by Prize Provider) to appear in the Program in Party Winner's place.
- If Party Winner appoints a proxy (or has a proxy appointed), Party Winner will still receive all elements of the Party Prize (unless the Party Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize. Party Winners may only transfer the Party Prize (excluding eligibility for the \$1 Million Prize drawing) in its entirety one (1) time to a proxy.
- The Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for a Party Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Party Winners' eligibility for the \$1 Million Prize or receipt of the Party Prize.

While Party Winners are not obligated to host or have a New Year's Eve party ("NYE Party") at their residence using the elements of the Party Prize, Party Winners (or their proxies) shall cooperate and/or participate in the production and live broadcast of the Program on December 31, 2020, if and as determined by Prize Provider. Party Winners (or proxies) agree to provide Prize Provider (or its designees) with reasonable access to their residence (or a designated friend or family member's residence, subject to Prize Provider's approval) for the production and broadcast of the Program, both prior to and on December 31, 2020, to participate in rehearsal(s) on December 30, 2020, 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 Party Winner's residence where Party Winner (or his/her proxy) and with up to seven (7) guests (subject to all then-current federal, state, and/or local government and/or agency, network, or Prize Provider restrictions, regulations, guidelines, or risk assessments) 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 Party Prize, the

elements of which will remain available for the Party Winner's use in his/her discretion at another time. Guests celebrating with Party Winners on December 31, 2020, whether at a Party Winner's residence or other location, will be required to sign appearance releases and may need to consent to background checks. In connection with any NYE Party, whether at a Party Winner's residence or other location, Party Winners 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 Party Prize and reserves the right to substitute (i) any portion or elements of the Party 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 Party Prize are subject to availability, may vary based on Party 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 Party Prize or any elements thereof is permitted. Any rejected, unused, and/or undeliverable elements of the Party Prize will be forfeited, will not be redeemable for cash, and may not reduce the value of the Party 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 party of the Party 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 collect, properly claim, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment (including any installation) of any element of the Party Prize may result in forfeiture of the Party Prize or the applicable element thereof. If forfeited for any reason, Party Winner will not receive any other prize substitution or compensation of any kind.

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, ACCEPTANCE, USE, OR MISUSE OF THE PARTY 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 PARTY PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE PARTY 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 Party Prize not specified herein as being provided are the sole responsibility of Party Winner(s), 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.