

# RULES AND PROCEDURES GOVERNING THE EVERLASTING MILLION 2<sup>ND</sup> CHANCE PROMOTION

The State Lottery Commission of Indiana ("Hoosier Lottery" or "Lottery"), by its Executive Director, hereby promulgates these rules and procedures ("Official Rules") governing the EVERLASTING MILLION 2<sup>nd</sup> Chance Promotion ("Promotion"), authorized pursuant to 65 IAC 1-7-1. This Promotion is open to players who become eligible for participation by complying with these rules and procedures.

#### A. PURPOSE

This Promotion will be conducted to support the Hoosier Lottery \$5 GOLDEN TICKET Scratch-off (game #2410). The Hoosier Lottery is partnering with MDI who will be responsible for prize fulfillment and general coordination of this Promotion. Scientific Games International, Inc. (SGI) is responsible for the EVERLASTING MILLION CHALLENGE™ related to this Promotion. Drawings will award winners an opportunity to participate in a four-day, three-night trip for the prizewinners (each, a "Prizewinner") and one (1) guest to Las Vegas, Nevada to occur on or about the summer of 2022 for a chance to participate in the EVERLASTING MILLION CHALLENGE™ Event ("Trip Prize").

#### **B. PROMOTION PERIOD**

The Promotion Period begins at 4:30 am (ET) on Tuesday, May 4, 2021 and ends at 11:59 pm (ET) on Monday, April 4, 2022.

#### C. DRAWINGS AND PRIZE DESCRIPTIONS

- 1. The drawing for this Promotion will be conducted by the Hoosier Lottery in accordance with all applicable statutes, rules and drawing procedures.
- 2. Promotion drawings will occur on or about the following days for the listed prizes:

EVERLASTING MILLION 2nd Chance Drawing			
Entry Deadline:	Drawing Date (on or about):	Number of Winners:	Prize Description:
Monday, April 4, 2022 at 11:59 pm (ET)	Wednesday, April 6, 2022	Five (5)	EVERLASTING MILLION CHALLENGE <sup>TM</sup> Trip Prize. Retail Value: Seven thousand five hundred dollars
			(\$7,500)

3. The EVERLASTING MILLION CHALLENGE™ ("CHALLENGE") Trip Prize includes (for each winner):

- (a) Roundtrip coach airfare for up to two (2) people from any U.S. International airport to McCarran International Airport in Las Vegas (inclusive of all associated security fees, taxes and surcharges);
- (b) Ground transfers between McCarran International Airport and the destination hotel and between MDI hosted events;
- (c) One (1) double occupancy room accommodation in a 3-star or better hotel in Las Vegas, Nevada for three (3) nights (room and room tax only);
- (d) One thousand dollars (\$1,000) spending money to be provided two (2) weeks prior to the scheduled trip departure date;
- (e) Admission to the CHALLENGE event venue for the Prizewinner and guest. The Prizewinner shall have one (1) chance to participate in the CHALLENGE to win a cash prize from one thousand dollars (\$1,000) up to one million dollars (\$1,000,000) per year for life. The Prizewinner's guest may attend the event but may not be a participant unless the Prizewinner has designated the guest as his or her proxy.

## D. ELIGIBILITY

- 1. This Promotion is open to players eighteen (18) years of age or older who have a myLOTTERY account.
- 2. Guests must be eighteen (18) years of age or older.
- 3. A player may enter the Promotion more than once as long as each entry is with a unique non-winning GOLDEN TICKET Scratch-off ticket. However, only one (1) prize per household will be allowed.
- 4. State Lottery Commission of Indiana, or any other participating lottery, members, officers, and employees and any relative(s) residing in the same household of such lottery member, officer, or employee are not eligible to participate in the CHALLENGE.
- 5. Members, directors, officers, or employees of a major procurement vendor of the Hoosier Lottery, including IGT Indiana, LLC, and any relative(s) residing in the same household of such persons are not eligible to participate in this Promotion, or for any jurisdiction participating in the CHALLENGE.
- 6. Owners, officers, directors, or employees of licensed Hoosier Lottery retailers may not enter tickets sold at any retail location where they are employed or have management responsibilities.
- 7. Employees of MDI, and any relative(s) residing in the same household of such persons are not eligible to participate in this Promotion.
- 8. Participants must be twenty-one (21) years of age or older to participate in the CHALLENGE. Prizewinners who are under twenty-one (21) years of age will be required to designate a proxy to participate in the contest event.
- 9. Void where prohibited by law.

## E. HOW TO ENTER

- 1. To enter, a player must go to hoosierlottery.com and sign into the player's myLOTTERY account. If a player does not have a myLOTTERY account, the player must select "CREATE AN ACCOUNT" to register and complete the myLOTTERY account sign up, which is free.
- 2. Entries may be captured in two (2) ways:
  - a. Via the Hoosier Lottery app by scanning the barcode of a unique qualified non-winning Scratch-off ticket, or

- b. Manually by entering the barcode number of a unique qualified non-winning Scratch-off ticket via www.hoosierlottery.com.
- 3. The player must follow the instructions for entering non-winning \$5 GOLDEN TICKET Scratch-off ticket(s). For the purposes of this Promotion, a "non-winning ticket" is defined as a ticket, validly purchased from a Hoosier Lottery retailer location or purchased or received directly from the Hoosier Lottery, which does not have a winning prize combination. If entering via the website interface, the player must enter from the front of the ticket the 6-character alphanumeric entry code found under the scratch-off material covering the game play data area.
- 4. An automated "Thank You" page will notify the player of a completed entry into the Promotion. The "Thank You" notification is only evidence that an entry has been received and does not indicate that the entry is valid.
- 5. All non-winning tickets whose numbers are submitted as a Promotion Entry **must be retained**. In order to claim a prize, the entrant will be required to submit the eligible ticket to the Hoosier Lottery. The ticket must be intact and must not be mutilated, defaced, damaged, altered, reconstituted or tampered with in any manner.
- 6. Each entry must contain current and valid information. The Hoosier Lottery will not change or update entry information for an entry that has already been submitted.
- 7. All entries that are submitted in the manner as described in these Official Rules will be eligible for entry in this Promotion. Hand delivered or mailed in entries will not be accepted for this Promotion and will be deemed invalid and destroyed.

#### F. ODDS OF WINNING

The odds of winning a prize are dependent upon the total number of valid entries entered at the time of the drawing.

# G. WINNER ANNOUNCEMENT AND CLAIMING OF PRIZE

- 1. Winning entries drawn for this Promotion will be notified in writing via email and/or via phone if phone number is provided. Winners who fail to complete and return all requested forms within ten (10) business days will automatically forfeit their prize and the next alternate will be selected.
- 2. Upon timely presentation of winner information, the entry will be validated and eligibility will be verified as described in Section D ("Eligibility").
- 3. If any entry is disqualified during the initial drawing or in the winner notification process, the next alternate will be contacted by Hoosier Lottery. In the event that all alternate entries are exhausted as described above, the corresponding prize will be forfeited and will not be awarded. Alternates have ten (10) business days to respond.
- 4. Once Winner Verification and Winner Authorization are complete, winner information will be posted on <a href="https://hospital.org/hospital.org/">hospital.org/hospital.org/hospital.org/hospital.org/</a>
- 5. Prizes may be claimed by mail or at a Hoosier Lottery office.
- 6. Prizes awarded during this Promotion are not transferable or assignable.
- 7. For winners of this Promotion, the Lottery is required to determine if a prize winner has an outstanding debt to the state, owes delinquent taxes, or is past due on child support pursuant to IC 4-30-11-11. If a debt is discovered, the winner will be required to pay the balance prior the claim deadline. If the player does not pay the outstanding debt, they will forfeit the prize and an alternate will be contacted.
- 8. Each Promotion winner may be required to participate in publicity and marketing efforts. Examples include, but are not limited to, an interview with Hoosier Lottery individuals, television, radio and/or newspaper reporters and/or

photographers/videographers. This information may be used in future media, the Hoosier Lottery's website, in store Point of Purchase materials or other marketing efforts without additional consent or compensation to the Promotion winner.

# H. EVERLASTING MILLION CHALLENGETM PRIZE CONDITIONS

- 1. The Hoosier Lottery Prizewinners (or assigned proxies) shall participate in MDI's CHALLENGE together with participants from other participating lottery jurisdictions. There are three (3) rounds (each a "ROUND").
  - a. ROUND #1 GOLDEN EGG: All Prizewinners (each a "GOLDEN EGG Finalist") will participate in ROUND 1. Round 1 reduces GOLDEN EGG Finalists down to five (5). The five (5) remaining GOLDEN EGG Finalists become "EVERLASTING GOBSTOPPER™ Finalists" and advance to ROUND #2. The eliminated GOLDEN EGG Finalists may win a cash prize between one thousand dollars (\$1,000) and twenty-five thousand dollars (\$25,000);
  - b. ROUND #2 EVERLASTING GOBSTOPPER™: ROUND #2 reduces the five (5) EVERLASTING GOBSTOPPER™ Finalists down to one (1) "GOLDEN TICKET Finalist". The four (4) eliminated EVERLASTING GOBSTOPPER™ Finalists may win a cash prize between thirty thousand dollars (\$30,000) and one million dollars (\$1,000,000); and
  - ROUND #3 GOLDEN TICKET: The GOLDEN TICKET Finalist plays for the chance to win a prize between one million dollars (\$1,000,000) and a lifetime annuity prize of \$1,00,000 per year. If the one million dollars (\$1,000,000) a year prize is revealed, it will be paid as a lifetime annuity, specifically in the form of an upfront payment of one million dollars (\$1,000,000) with annual one million dollars (\$1,000,000) payments made thereafter on the anniversary of the initial upfront installment payment date for the life of the GOLDEN TICKET Finalist winner. The lifetime annuity prize payments will terminate upon the death of the GOLDEN TICKET Finalist winner, provided, however, that if the GOLDEN TICKET Finalist winner dies before receiving at least twenty million dollars (\$20,000,000) in total payments then the remaining balance (i.e. \$20,000,000 less the total amount already paid) will be paid to the GOLDEN TICKET Finalist winner's estate or heir(s) in one lump-sum upon presentation of proof of death by the executor of the estate or heir(s). As an example, if the GOLDEN TICKET Finalist winner wins the one million dollars (\$1,000,000) a year prize but dies after receiving only a total of five million dollars (\$5,000,000), then the remaining balance of fifteen million dollars (\$15,000,000) (i.e., \$20,000,000 less the \$5,000,000 already paid) will be paid to such GOLDEN TICKET Finalist winner's estate or heir(s) in one lump-sum upon presentation of proof of death by the executor of the estate or heir(s). The GOLDEN TICKET Finalist winner may elect to receive a lump-sum, one-time payment of forty million dollars (\$40,000,000) in lieu of the lifetime annuity prize stream.
- Prizewinners' guests may sit with the Prizewinners but will not be eligible to be a participant in the CHALLENGE unless they have been designated as a Prizewinner's proxy.
- 3. Prizewinners will be mailed the official event details ("Contest Details") concerning the CHALLENGE prior to their trip departure.
- 4. All CHALLENGE rounds will be audited by an independent auditor.

- 5. All cash prizes in the CHALLENGE are underwritten either by SGI or third parties and cash prizes of one million dollars (\$1,000,000) and above are annuitized prizes with lump sum options available to the applicable Prizewinners.
- 6. All prize awards during the CHALLENGE are the sole responsibility of SGI and are underwritten by SGI and/or third parties. Prize awards are not considered won by a Finalist, and are not payable unless and until the third party underwriter ("Risk Counterparty Representative") of such prize payouts, SGI's Drawing Manager and the independent auditor certify that the CHALLENGE has been conducted appropriately and in accordance with the official CHALLENGE event and security procedures, that all Prizewinners have validly won the prize award pursuant to the CHALLENGE event and security procedures and is entitled to receive the prize award, and the Risk Counterparty Representative has accepted the obligation to pay the prize award to the winning Prizewinner. The Hoosier Lottery shall have no liability for any cash prize amounts awarded in the CHALLENGE.
- 7. A check for the one thousand dollars (\$1,000) cash portion of the Trip Prize will be mailed to the Prizewinner from MDI two (2) weeks prior to the commencement of his or her trip in the Prizewinner's final travel packet via signature required method.
- 8. For tax withholding valuation purposes, the Trip Prize is valued at seven thousand five hundred dollars (\$7,500.00), including tax withholdings. MDI will deposit required Federal withholding and state tax on behalf of the Prizewinners at the time of claim and provide each with an IRS Tax Form W-2G. The Trip Prize does not include: mileage, insurance, gratuities, meals, parking fees, baggage fees, alcoholic beverages (other than those served without charge at any reception and/or party), personal expenses such as telephone calls, valet service, laundry, incidentals and the like, revision or cancellation fees which may be charged by the hotel or other suppliers, or any other items not expressly specified in these Official Rules.
- 9. If the Prizewinner is traveling via air and fails to appear at the designated time and place of departure (excluding flight delays) MDI will use reasonable efforts to reschedule the flight at the expense of the Prizewinner. If MDI is not able to reschedule the flight, then the Prizewinner will not participate in the trip portion of the Trip Prize (air travel, lodging and ground transfers) with the exception of the one thousand dollars (\$1,000) cash portion of the Trip Prize; however, the Lottery or MDI will appoint a proxy to play the CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy; (less applicable tax withholdings and debt set-offs).
- 10. If the Prizewinner fails to check in to the hotel when he or she arrives in Las Vegas, MDI will use reasonable efforts to reschedule the reservation. If MDI is unable to reschedule the reservation, the balance of the trip portion of the Trip Prize shall be forfeited with the exception of the return air travel and one thousand dollars (\$1,000) cash portion of the Trip Prize, less any tax withholdings; however, the Lottery or MDI will appoint a proxy to play the CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy; (less applicable tax withholdings and debt set-offs).
- 11. If the Prizewinner fails to arrive for his or her scheduled participation in the CHALLENGE, the Prizewinner forfeits the right to personally participate in the CHALLENGE; however, the Lottery or MDI will appoint a proxy to play the CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy; (less applicable tax withholdings and debt set-offs).
- 12. In the event that a Prizewinner is determined to be unable to attend the trip after the trip has been booked, the balance of the Trip Prize shall be forfeited with the exception of the one thousand dollars (\$1,000) spending money portion of the Trip Prize, less any

- tax withholdings; however, the Lottery or MDI will appoint a proxy to play the CHALLENGE for the Prizewinner, and the Prizewinner shall receive any prizes won by the proxy (less applicable tax withholdings and debt set-offs).
- 13. Notwithstanding the fact that Prizewinner may end his or her participation in the Trip Prize, such Prizewinner shall be deemed to have taken ownership of the entire Trip Prize, and the full claimed value of the entire Trip Prize (including the value of the travel portion) shall be reported to the IRS. Accordingly, the Prizewinner may be responsible for any additional state or federal taxes resulting from the claimed Trip Prize, above and beyond those taxes withheld, reported and paid on the Prizewinner's behalf by MDI to the appropriate agencies.
- 14. The minimum age requirement to play the CHALLENGE is twenty-one (21) years per Nevada State Law. The Prizewinner or designated proxy must be twenty-one (21) years of age to be eligible to play the CHALLENGE.
- 15. If the Prizewinner is under the age of twenty-one (21) years old, he or she may predesignate a proxy, or one will be chosen by the Lottery or MDI, to play the CHALLENGE on his or her behalf. The Prizewinner shall receive any cash prize(s) won by the proxy on the CHALLENGE (less applicable tax withholdings and debt set-offs).
- 16. The Prizewinner, designee, or guest must have a valid credit card or shall be required to post cash deposit for incidentals to check into the hotel.
- 17. The total amount of cash won by the Prizewinner during the CHALLENGE, less tax withholdings, will be mailed to the Prizewinner by MDI within twenty-one (21) business days after the Prizewinner's departure from Las Vegas. MDI shall withhold from such cash prizes the minimum required federal tax withholdings and any applicable state tax withholdings and shall deposit said withholdings on behalf of the Prizewinner to the appropriate agencies. The Prizewinner shall receive an IRS Tax Form W-2G from MDI and a copy shall be provided to the Lottery, upon request. The Prizewinner may be responsible for any additional state or federal taxes resulting from such cash prize(s), above and beyond those taxes withheld, reported and paid on the Prizewinner's behalf by MDI to the appropriate agencies.
- 18. The Prizewinner may not choose to receive the cash equivalent of the trip portion of the Trip Prize. Upon the Prizewinner being validated by the Lottery, title to the Trip Prize shall immediately pass to the Prizewinner. The Trip Prize is not transferable or assignable by the Prizewinner, but the Lottery may assign it as provided in these Official Rules.
- 19. If a Trip Prize is refused by the Prizewinner or is not claimed within the timeframe determined by the Lottery, the Lottery will assign the Trip Prize to an alternate Prizewinner, and MDI shall fulfill that Trip Prize under the same terms and conditions as specified in these Official Rules, provided that the Trip Prize is still available and time requirements have not elapsed.
- 20. MDI may substitute a prize of equal value or better quality upon the written approval of the Lottery.
- 21. The Prizewinner acknowledges and agrees that Prizewinner and guest are subject to a background investigation prior to MDI's fulfillment of the Trip Prize.
- 22. The Prizewinner is solely responsible for the actions of the guest who accompanies the Prizewinner on the Trip Prize trip. Prizewinner and guest must be at least eighteen (18) years old.

## I. GENERAL RULES AND PROVISIONS

- 1. The rules and procedures set forth in these Official Rules shall govern this Promotion. These rules may be amended at any time by the Executive Director or her designee of the Hoosier Lottery without advance notice.
- 2. The Executive Director or her designee may, at any time, announce a suspension or termination of this Promotion, without advance notice and in the Executive Director's sole discretion, at which point no further entries will be accepted and no additional Prizes shall be awarded. The Hoosier Lottery, the Executive Director, nor any employee of the Hoosier Lottery, IGT Indiana or member of the State Lottery Commission of Indiana shall have any liability whatsoever for any such termination.
- 3. By participating in the Promotion each person agrees to comply with and abide by Indiana law, rules, and regulations as well as the terms and conditions of the Lottery website and all final decisions, policies, or procedures of the Hoosier Lottery in relation to the conduct of this Promotion. Any dispute arising which relates to any aspect of this Promotion shall be governed by the laws of Indiana.
- 4. The Hoosier Lottery and its agents are not responsible for error, omission, interruption, deletion, defect, delay in operations, theft or destruction, unauthorized access to or alterations of entry materials, failure to receive entry, winner information, or other contest information for any reason whatsoever.
- 5. The Hoosier Lottery is not responsible for issues with account accessibility or Promotion entries due to technical problems associated to software, hardware compatibility or internet access.
- 6. The liability of the Hoosier Lottery for failure to enter any person into this Promotion, for any improper operation or conduct of this Promotion, or for the failure of any person to win a prize in this Promotion is limited to entry of the aggrieved person in another promotional drawing with prizes of similar value. Each participant in this Promotion agrees by the act of participating in this Promotion to this limitation of liability.
- 7. By entering this Promotion, all Promotion participants agree to indemnify, hold harmless, and waive any claims against the Hoosier Lottery and any of the affiliates, associates, directors, officers, agents, representatives and assigns of the Hoosier Lottery, SGI or Warner Bros. Consumer Products, Inc. arising directly or indirectly, out of, or in any way connected with, this Promotion or the prizes awarded in connection therewith.

All of which is EXECUTED and ORDERED this 14h day of March, 2021.

Carrie B. Stroud, CPA

Chief of Staff, State Lottery Commission of Indiana