

# Official Rules for the January Lottery Bonus Zone "January Zone" Scratch-Offs Second Chance Promotion

The New Jersey Lottery (the "Lottery" or "New Jersey Lottery") is conducting an online second chance promotion (the "Second Chance Promotion" or "Promotion") with the following New Jersey Lottery Scratch-Offs Ticket: Super Tic Tac Toe Bonus, game #01648 ( "Valid New Jersey Lottery Scratch-Offs Ticket"). Sales of the Valid New Jersey Lottery Scratch-Offs Ticket began on January 4, 2021. The Valid New Jersey Lottery Scratch-Offs Ticket may continue to be sold after the Promotion Period ends based on sales, distribution and prize claims.

# I. Promotion Period:

January 4, 2021 at 12:00 a.m. ET through January 17, 2021 at 11:59 p.m. ET.

### II. <u>Eligibility</u>:

Must be 18 years of age and a registered member of the New Jersey Lottery VIP Club to enter the Promotion and to claim a prize. Open only to residents of the United States of America and the District of Columbia. To become a registered member of the New Jersey Lottery VIP Club, a player must register at <a href="www.NJLottery.com">www.NJLottery.com</a> and in the upper right-hand corner, click on "Register." Follow the steps for entering the required registration information and check the box to certify that the player is at least 18 years of age (collectively "Registration Information"). The Second Chance Promotion can only be entered by accessing the Lottery Bonus Zone via the New Jersey Lottery VIP Club at <a href="www.NJLottery.com">www.NJLottery.com</a> or through the New Jersey Lottery mobile application. Entries sent via any other method, US mail/courier, drop-off etc., shall not be opened and/or reviewed and shall be disqualified.

The Promotion is void where otherwise restricted or prohibited by law. Winners of any Second Chance Drawing (as defined in Section IV of these Official Rules) conducted in connection with the Promotion will be subject to all applicable New Jersey State, federal and local laws and regulations. Winners are solely responsible for payment of all applicable federal, State and local taxes associated with any prize awarded in connection with the Promotion. The New Jersey Lottery or its designee reserves the right to replace a prize with another of equal value. Cash will not be awarded in lieu of a prize.

Employees and their immediate families living in the same household of the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, IGT Global Solutions Corporation, Scientific Games International, Inc., their direct vendors and their advertising agencies are not eligible to participate in the Promotion.

# III. Agreement to be Bound by Official Rules:

By participating in the Promotion, the player (as used throughout these Official Rules "player", "entrant", "you" or "your") agrees to be fully and unconditionally bound by these Official Rules, including the Image Authorization and Waiver and Release of Liability contained in these Official Rules, and he/she represents and warrants that he/she meets the eligibility requirements set forth in these Official Rules. In addition, the player agrees to accept the decisions of the New Jersey Lottery or its designee as final and binding as related to the Promotion.

# IV. <u>Time and Method of Entry</u>:

All entries must be received by the New Jersey Lottery or its designee within the timeframe set forth in the Promotion Period. One (1) random computerized Second Chance Drawing ("Second Chance Drawing") will be conducted in connection with the Promotion by the New Jersey Lottery or its designee, in accordance with the Drawing Schedule set forth in Section V of these Official Rules.

The deadline to enter for the one (1) Second Chance Drawing is 11:59 PM ET on the night of the entry submission deadline date set forth in Section V of these Official Rules. Any entry received after the final entry submission deadline shall not be eligible for the Second Chance Drawing. Winners will be selected by the New Jersey Lottery or its designee from those submitted entries complying with these Official Rules. The New Jersey Lottery recommends each entrant retain the Valid New Jersey Lottery Scratch-Offs Tickets for which the serial numbers are submitted as proof of eligibility to claim a prize, if needed, if selected as a winner.

To enter the Promotion, the player must enter or scan the serial number from the non-winning Valid New Jersey Lottery Scratch-Offs Ticket. One (1) entry into the Promotion consists of one (1) non-winning Super Tic Tac Toe Bonus ticket, game #01648. The serial number is the fourteen (14) digit number that is found under the latex covering in the play area of each Valid New Jersey Lottery Scratch-Offs Ticket. Neither the New Jersey Lottery nor Northstar New Jersey Lottery Group, LLC is responsible for data entry errors. No other tickets may be used for entry into the Promotion.

The serial number from a Valid New Jersey Lottery Scratch-Offs Ticket may be entered only one (1) time into the Promotion. Additionally, the serial number may also be entered one (1) time into the Million Dollar Replay program. A player may enter the Promotion an unlimited number of times during the Promotion Period using different Valid New Jersey Lottery Scratch-Offs Tickets;

however only one (1) prize per household will be awarded throughout the duration of the Promotion Period. Each entry may be submitted in the name of one (1) individual only.

All Second Chance Promotion entries are subject to validation by the New Jersey Lottery or its designee and may be disqualified if eligibility requirements are not met. Any Valid New Jersey Lottery Scratch-Offs Ticket determined to be in a stolen/missing inventory status or not part of a valid sold, activated or promotional New Jersey Lottery inventory shall be disqualified.

Any entry deemed by the New Jersey Lottery or its designee to be: (a) obscene, offensive, or otherwise inappropriate; (b) a violation of any law, regulation or rule, including these Official Rules; or (c) unfair, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity, may be disqualified without notice at the sole discretion of the New Jersey Lottery or its designee.

# V. <u>Drawing Schedule and Submission Deadlines</u>:

January Zone Scratch-Offs Games Second Chance Drawing Schedule				
Draw	Submission Open (00:00)	Submission Deadline (23:59)	Drawing Date	
1	01/04/2021 00:00	01/17/2021 23:59	01/19/2021	

## VI. Prizes:

The Promotion will have three (3) winners: one (1) Grand Prize winner, one (1) Second Prize winner, and one (1) Third Prize winner. The Promotion will also have thirty (30) alternate winners: ten (10) alternate Grand Prize winners, ten (10) alternate 2nd Prize winners, and ten (10) alternate 3rd Prize winners.

<u>Grand Prize</u>	<u>Second Prize</u>	<u>Third Prize</u>
\$150 Scratch-Offs Tickets*	\$100 Scratch-Offs Tickets*	\$50 Scratch-Offs Tickets*
\$75 Amazon Gift Card	\$50 Amazon Gift Card	\$25 Amazon Gift Card
New Jersey Lottery branded items (2-4)**	New Jersey Lottery branded items (3)**	New Jersey Lottery branded items (1-2)**

\*To activate Scratch-Offs Tickets, Grand Prize, 2<sup>nd</sup> Prize and 3<sup>rd</sup> Prize winners must confirm receipt of their prize. Instructions on how to confirm receipt of the prize will be included in the package. \*\*New Jersey Lottery branded items will be based on available items and may vary month to month.

#### VII. Winner Selection/Notification:

One (1) Grand Prize winner, one (1) Second Prize winner, and one (1) Third Prize winner and thirty (30) alternate winners (ten (10) Grand Prize winners, ten (10) alternate 2<sup>nd</sup> Prize winners and ten (10) 3<sup>rd</sup> Prize winners) will randomly be selected in connection with the Promotion by a computerized Second Chance Drawing under the supervision of the New Jersey Lottery or its designee, in accordance with the Drawing Schedule in Section V of these Official Rules. All potential winners will be notified by email within seven (7) to ten (10) business days of the completion of the Second Chance Drawing at the email address on file with the New Jersey Lottery VIP Club. At the discretion of the New Jersey Lottery or its designee, a potential winner may be required to submit Valid New Jersey Lottery Scratch-Offs Tickets entered into the Promotion within thirty (30) days of the Second Chance Drawing to claim a prize. If a potential winner is required to mail the two (2) Valid New Jersey Lottery Scratch-Offs Tickets he or she used to enter the Promotion, the potential winner will be notified to send his or her two (2) Valid New Jersey Lottery Scratch-Offs Tickets to the Lottery or its designee. In that case, the Lottery recommends (but does not require) that the two (2) Valid New Jersey Lottery Scratch-Offs Tickets be sent by certified or regular mail to ensure delivery. Neither the New Jersey Lottery nor Northstar New Jersey Lottery Group, LLC is responsible for lost or incorrectly addressed mail.

Each potential winner shall be sent up to three (3) emails with prize claim instructions at the email address on file with the New Jersey Lottery VIP Club. Because emails are sometimes not deliverable for reasons beyond the control of the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, and its/their administrators, each entrant should always check the WINNERS page on the New Jersey Lottery website after a Second Chance Drawing to determine whether an entry has been selected as a prize winner. It may take up to seven (7) days for the winners list to be posted on the website. Each Winner's name, and town and state of residence and prize shall be posted on the New Jersey Lottery website following the validation of the winners.

Disqualification, forfeiture and the selection of an alternate potential winner may result from any of the following: (a) the potential winner's failure to respond to any notification by the Lottery or its designee within the specified response period; (b) the return of an email notification as undeliverable after three (3) attempts by the Lottery or its designee; (c) the return of any other notice as undeliverable; (d) the potential winner's failure to provide satisfactory proof of age, identity and residency if requested by the Lottery or its designee; (e) the potential winner's failure to execute and return any document(s) required by the New Jersey Lottery or its designee within the specified return period; (f) the potential winner's failure to be available to receive the prize; (g) the potential winner's failure to validly claim the prize by the date specified in the prize award notification; (h) the potential winner or a member of the potential winner's household having already been selected to receive a prize in the Promotion as the result of a previously completed

Second Chance Drawing; or (i) the potential winner's non-compliance with any applicable law, regulation, or rule, including these Official Rules. In the event of a potential winner's disqualification or forfeiture of the prize, the Lottery or its designee may, in its sole discretion, award or not award the forfeited prize to an alternate winner. In the event the Lottery or its designee decides, in its sole discretion, to award a prize to an alternate winner, the alternate winner will be awarded a prize in the order of his or her selection. In the event of a dispute as to the identity of the winner based on an email address, the winning entry shall be the Authorized Account Holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Neither the New Jersey Lottery nor Northstar New Jersey Lottery Group, LLC shall have any liability for a potential winner's or potential alternate winner's failure to receive a prize award notification caused by, among other things, the potential winner's or potential alternate winner's spam, junk e-mail or other security settings or for a potential winner's or potential alternate winner's provision of incorrect, non-functioning or out of date contact information.

# VIII. <u>Image Authorization</u>:

By participating in the Second Chance Promotion, you hereby irrevocably consent to the use of your name, town and state of residence, prize, photograph(s), video(s), voice, and/or likeness (collectively "Image") by the New Jersey Lottery and its agents, representatives and designees in any and all of the New Jersey Lottery's online, printed and social media advertisements, promotions, publications, illustrations, and other Web content throughout the world in perpetuity, including but not limited to, on the World Wide Web, without payment or any other consideration to you. You hereby irrevocably authorize the New Jersey Lottery and its agents, representatives and designees to edit, alter, copy, exhibit, publish and/or distribute, without any inspection or approval of use by you, your Image for purposes of publicizing the New Jersey Lottery or for any other lawful purpose. In addition, you hereby irrevocably waive any right to royalties or other compensation arising from or related to the use of your Image. You hereby hold harmless and forever release, discharge and indemnify the New Jersey Lottery and Northstar New Jersey Lottery Group, LLC, and its/their respective agents, owners, operators, commissioners, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees, and each of their respective parent companies, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the New Jersey Lottery and/or Northstar New Jersey Lottery Group, LLC, from any and all liability, injury, damage, death, litigation, claim, cause of action, loss or demand, known or unknown, which you, your heirs, agents, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this Image Authorization, including without limitation, all claims

for invasion of privacy, right of publicity, defamation, false endorsement, and any other claims regarding personal and/or property rights. The New Jersey Lottery Law (N.J.S.A. 5:9-1 et seq. and N.J.A.C. 17:20-1 et seq.) allows the holders of winning New Jersey Lottery tickets or shares to choose to remain anonymous. You acknowledge and agree that this does not apply to the Second Chance Promotion.

#### IX. Waiver and Release:

By participating in the Second Chance Promotion, you agree to forever waive, discharge, indemnify and release the New Jersey Lottery and Northstar New Jersey Lottery Group, LLC and its/their respective agents, owners, operators, commissioners, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees and each of their respective parent companies, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the New Jersey Lottery and/or Northstar New Jersey Lottery Group, LLC, from any and all liability, injury, damage, death, litigation, claim, cause of action or loss that may occur, directly or indirectly, whether known or unknown, and whether caused by negligence or not, arising out of or associated with your participation in the Second Chance Promotion, your acceptance, possession, use or misuse of any prize awarded in connection with the Second Chance Promotion, any defect with the Second Chance Promotion, and/or any error in the administration or operation of the Second Chance Promotion. You, on behalf of yourself, your spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries and/or death, whether known or unknown, and whether caused by negligence or not, sustained to you or your property, that you may have against the New Jersey Lottery and/or Northstar New Jersey Lottery Group, LLC, and its/their respective agents, owners, operators, commissioners, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees and each of their respective parent companies, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, commissioners and any and all other companies associated with the New Jersey Lottery and/or Northstar New Jersey Lottery Group, LLC, arising out of or associated with your participation in the Promotion, your acceptance, possession, use or misuse of any prize awarded in connection with the Promotion, any defect with the Promotion, and/or any error in the administration or operation of the Promotion.

# X. Changes:

These Official Rules may be changed at any time and without prior notice if determined, in the sole discretion of the New Jersey Lottery or its designee, to be in the best interest of the New Jersey Lottery.

#### XI. <u>Disputes</u>:

The Second Chance Promotion is governed by the State Lottery Law, N.J.S.A. 5:9-1 through -25, and the Rules of the Lottery Commission, N.J.A.C. 17:20-1.1 through -12.23. The New Jersey Lottery Executive Director has the sole authority to resolve disputes. The New Jersey Lottery Executive Director's decision regarding any disputes shall be final.

# XII. <u>Promotion Integrity</u>:

The New Jersey Lottery or its designee, reserves the right to cancel, terminate, modify or suspend the Second Chance Promotion for any reason, including but not limited to if it determines, in its sole discretion, that a virus, bug, unauthorized human intervention, fraud or other cause beyond its control (the "Event") has or is corrupting or affecting the administration, security, fairness or proper conduct of the Second Chance Promotion. In such a case, the New Jersey Lottery or its designee, in its sole discretion, may select winners from all eligible entries received prior to or after resolution of (if appropriate) the Event. The New Jersey Lottery or its designee reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process for the Second Chance Promotion, the operation of the Second Chance Promotion or otherwise violates these Official Rules. The New Jersey Lottery or its designee has the right, in its sole discretion, to maintain the integrity of the Second Chance Promotion and to void an entry for any reason, including the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any system or program of the New Jersey Lottery or its designee, or to undermine the legitimate operation of the Second Chance Promotion in any way, may be a violation of criminal and civil laws. If such an attempt is made, the New Jersey Lottery or its designee reserves the right to seek compensation from any such person to the fullest extent permitted by law.

#### XIII. Second Chance Contest Sponsor:

New Jersey Division of Lottery, 1333 Brunswick Avenue, Lawrenceville New Jersey 08648.

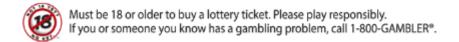
#### XIV. Privacy:

The Second Chance Promotion is subject to the Privacy Policy stated on the New Jersey Lottery website. To read the Privacy Policy visit NJLottery.com.

#### XV. Odds:

Odds of winning a prize depend on the number of entries received. All entries submitted in the Second Chance Drawing have an equal chance of winning a prize.

## XVI. Severability; Waiver; Headings:



The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision of these Official Rules. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, in whole or in part, the other provisions will remain in full force and effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. The headings used in these Official Rules are for convenience only and shall not affect the interpretation of any of the provisions of these Official Rules. The failure to enforce any provision of these Official Rules will not constitute a waiver of that or any other provision of these Official Rules.