



North Dakota Lottery
Points for Drawings™ Promotion
Powerball First Millionaire of the Year®
Official Rules
5-31-2022

1. A player may use some or all of his or her points for entry into Points for Drawings™ promotion. The North Dakota Lottery (NDL) website and NDL Players Club website will include a description of the item or product to be awarded in the Points for Drawings™ promotion, anticipated entry and draw dates, and point cost for each Points for Drawings™ entry. Draw dates are subject to change as determined necessary by the NDL. The NDL will attempt to post all changes to scheduled Points for Drawings™ drawing dates on the NDL website.
2. Points redeemed for a Points for Drawings™ promotion earn entry into the drawing. The odds of a player being selected to win the prize in each drawing depend upon the number of entries purchased through the redemption of points by all players.
3. The point cost of an entry into a Points for Drawings™ promotion will be displayed on the website for each drawing.
4. To use Points for Prizes® points to redeem entries into a Points for Drawings™ promotion, a player must select the drawing on the North Dakota Lottery Players Club® website that he or she wishes to enter, designate the quantity of entries, and submit the order.
5. It is the player's responsibility to ensure that the appropriate drawing and quantity are selected.
6. Once the entry order has been submitted, points will be deducted from the player's Points for Prizes® account and cannot be canceled or returned for the point value of the entries.
7. Points for Drawings™ promotion entries are eligible only for the drawing for which they were redeemed. Unless specified otherwise on the drawing description, Points for Drawings™ entries are eligible for one (1) drawing only.
8. Unless otherwise specified on the North Dakota Lottery Players Club website, a player may win no more than one (1) prize in a Points for Drawings™ drawing.
9. NDL shall attempt to contact each Points for Drawings™ promotion winner by telephone and/or email, by using the winner's registered telephone and/or email address.
10. The winner's name and hometown will be published on both the NDL website and the NDL Players Club website.
11. A Points for Drawings™ promotion winner assumes the risk of loss and is subject to disqualification if:
 - (a) Winner does not have a valid North Dakota mailing address registered with the NDL Players Club;
 - (b) NDL or MDI is unable to contact the winner within 7 days of the end of the drawing;
 - (c) Contact or attempted contact is not acknowledged in a timely manner as determined in the sole discretion of the NDL;
 - (d) Any other deadline or requirement in these rules or other applicable rules or procedures is not met by the player; or
 - (e) A deadline or requirement that may become necessary is not met by the player, whether or not that requirement or deadline is contained in these rules.

12. There is one (1) Trip Prize and ten (10) \$500 cash 1st prizes that will be awarded. One (1) individual Trip Prize winner and ten (10) individual \$500 cash prize winners will be selected.
 - (a) Spending money in the amount of One Thousand Dollars (\$1,000) is part of the Trip Prize. This amount is subject to set off of certain debts. See Section 18 for details.
13. Players are eligible to win only one (1) \$500 cash prize. Duplicate winners of the cash prize are not allowed.
14. The drawing for the one (1) Trip Prize and ten (10) \$500 cash prizes will be held September 7, 2022.
15. **Prizes valued at \$600, or more, are subject to federal and state taxes. The Trip Prize winner is responsible for any applicable taxes and will receive a North Dakota Lottery Players Club Prize Claim form from the North Dakota Lottery. Winner is to fill out the appropriate Players Club prize form and send back to the North Dakota Lottery. Once the Players Club prize form is received by the North Dakota Lottery, the winner will receive the appropriate tax form and a Prize Certification form from Scientific Games/MDI. Winners are to fill out these appropriate forms and send back to Scientific Games/MDI.**
 - (a) **One (1) Trip Prize consisting of a VIP trip for two (2) to New York City, NY.**
 - (b) **Total Prize Value: \$20,000 (MSRP) + \$6,566.35 Federal Withholding Tax + \$793.43 State Withholding Tax = \$27,359.78**
16. The Trip Prize Winner will be responsible for reporting required prizes for state or federal taxes and will receive a W-2G form from Scientific Games/MDI.
17. Per NDCC 10-16-10-04. Additional conditions. Subsection 11: The North Dakota Lottery reserves the right, in its sole discretion, to modify, suspend, postpone, or cancel, with or without notice, any portion of this promotion at any time and for any reason, including the award of any prize with the approval of the North Dakota Lottery's director or the director's designee.
18. The Trip Prize Winner is subject to set off of certain debts. If a drawing winner fails to satisfy an outstanding debt within the time frame specified by the NDL, then the NDL may, at its sole discretion disqualify the winner and the next alternate may become the winner. This rule pertains to cash prizes only and excludes any merchandise prize won.
19. A decision to replace a winner with an alternate is within the sole discretion and judgment of the NDL. Once the decision to proceed with an alternate is made, the person who previously was selected as the prize winner is no longer entitled to a prize.
20. Points for Drawings™ prizes are non-transferable.
21. The NDL will not exchange a Points for Drawings™ prize for cash.
22. For information and details regarding the Powerball First Millionaire of the Year promotion and finalist drawings, see the Powerball First Millionaire of the Year Official Rules [here](#).
23. See Below for POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2022-23) PRIZE TERMS AND CONDITIONS.

EXHIBIT A

PRIZE TERMS AND CONDITIONS

NOTE: TERMS OF ART USED BUT NOT SPECIFICALLY DEFINED IN THIS EXHIBIT A [E.G., LOTTERY, WINNER, TRIP PRIZE, PRIZE PROVIDER, ETC.] MAY BE CHANGED TO BE CONSISTENT WITH PARTNER'S CUSTOMARY LANGUAGE IN ITS RULES/DISCLOSURES.

Winner must travel on or about December 29, 2022, and January 1, 2023, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times selected by Lottery, the selected Winner will forfeit the Trip Prize and another Winner will be selected from among eligible entries received, time permitting. If Winner resides fewer than two hundred fifty (250) miles from New York City, NY, Prize Provider, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation. Winner and his or her guest ("Guest") must travel on same itinerary. If 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 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 Winner's state, Winner must be the parent or legal guardian of Guest.

All other costs and expenses involved with or related to acceptance and/or participation in 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), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the sole responsibility of Winner and Guest. 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 or activities included in the Trip Prize (individually/collectively, "Event(s)") 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.

In order to participate in the Trip Prize, Winner must execute all releases and forms required by Prize Provider, including, without limitation, an Appearance and Liability Release, Background Investigation Consent Form, Emergency Medical Release, and Finalist Information Form, and agree to comply 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"). Winner may appoint a proxy (or have a proxy appointed) to participate in the Trip Prize and/or appear in the broadcast of the Program, 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 Trip Prize. If Winner elects to appoint a proxy, he/she must do so on or before **November 18, 2022**.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to participate in the Trip Prize and/or 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 participate in the Trip Prize and/or appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's (or proxy's) place.
- If Winner appoints a proxy (or has a proxy appointed), Winner will still remain eligible to win the \$1 Million Prize. Winner may only transfer the Trip 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 broadcast of 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 Trip Prize.

Guest must also execute all releases and forms required by Prize Provider and 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.

Winner and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Winner acknowledges that if 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, 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, 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.

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

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.

Failure to respond and/or execute and return required releases, forms, and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment of any element of the Trip Prize may result in forfeiture of the Trip 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 Trip Prize to an alternate recipient as it may determine in its sole discretion. 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, Prize Provider reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Prize Provider in its sole discretion.

Notwithstanding anything to the contrary herein, officers, directors, members, managers, employees, and contractors of DCP Rights, LLC, Multi-State Lottery Association, and American Broadcasting Companies, Inc. and each of their respective parent, subsidiary, and/or affiliated entities ("Promotion Parties") and members of the immediate family (e.g., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings and their respective spouses, regardless of where they reside) of any of the foregoing individuals are ineligible to participate in the Powerball First Millionaire of the Year promotion and/or win a Trip Prize and/or the \$1 Million Prize.

PROMOTION PARTIES MAKE NO, AND ARE 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 TRIP PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE TRIP PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

[End of Standard Terms and Conditions]