

North Dakota Lottery
Points for Drawings™ Promotion
\$1,000 CASH and Entry into the NASCAR Powerball Playoff Promotion

Official Rules

2/20/2024

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. In order to be eligible to win, players ***must have a North Dakota mailing address*** registered with the NDL Players Club. If a winner is deemed to not have a valid North Dakota mailing address registered, the winner will be disqualified and an alternate winner will be selected. Points *will not* be refunded to disqualified winners.
3. 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.
4. The point cost of an entry into a Points for Drawings™ promotion will be displayed on the website for each drawing.
5. 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.
6. It is the player's responsibility to ensure that the appropriate drawing and quantity are selected.
7. 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.
8. 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.
9. 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.
10. 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.
11. The winner's name and hometown will be published on both the NDL website and the NDL Players Club website.
12. A Points for Drawings™ promotion winner assumes the risk of loss and is subject to disqualification if:
 - (a) NDL or MDI is unable to contact the winner within 7 days of the end of the drawing;
 - (b) Contact or attempted contact is not acknowledged in a timely manner as determined in the sole discretion of the NDL;
 - (c) Any other deadline or requirement in these rules or other applicable rules or procedures is not met by the player; or
 - (d) 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.
13. There are ten (10) \$1,000 Cash Prizes/NASCAR Powerball Playoff Entries that will be awarded. Ten (10) individual winners will be selected. Winners are subject to set off of certain debts. See Section 17 for details.
14. The drawing for the ten (10) \$1,000 Cash Prizes/NASCAR Powerball Playoff Entries will be held July 10, 2024.
15. **Prizes valued at \$600, or more, are subject to federal and state taxes. Prize winners are responsible for any applicable taxes and will receive a North Dakota Lottery Players Club Prize Claim form from the North Dakota Lottery. Winners are to fill out the appropriate form and send back to the North Dakota Lottery. Once the prize form is received by North Dakota Lottery, prize delivery can take from seven (7) to ten (10) business days.**

- (a) **One (1) One Thousand Dollars (\$1,000.00 USD) Cash Prize;**
- (b) **One (1) Entry into the NASCAR Powerball Playoff™ Promotion.**
- (c) **Total Prize Value: One Thousand Dollars (\$1,000.00 USD)**

16. 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.
17. Winners are 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.
18. 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.
19. Points for Drawings™ prizes are non-transferable.
20. The NDL will not exchange a Points for Drawings™ prize for cash.
21. See Below for NASCAR POWERBALL PLAYOFF PROMOTION (2024) OVERVIEW AND GUIDELINES AND NASCAR POWERBALL PLAYOFF PROMOTION (2024) TRIP PRIZE TERMS AND CONDITIONS.

NASCAR POWERBALL PLAYOFF™ PROMOTION (2024) OVERVIEW AND GUIDELINES

1. Entry into the NASCAR Powerball Playoff Promotion and HOW IT WORKS:

- (a) Entrants from all participating lottery jurisdictions will be entered into an initial drawing, in which sixteen (16) semi-finalists will be drawn, with no more than one semi-finalist per lottery advancing.
- (b) Sixteen (16) semi-finalists will go head-to-head in a series of drawings that coincide with elimination rounds during the NASCAR Playoffs to determine four (4) finalists who will win a VIP trip to the NASCAR Cup Series Championship Weekend™ at Phoenix Raceway. One (1) of the four (4) finalists will win \$1 million in a drawing broadcast live from the NASCAR Cup Series Championship Race.
- (c) The Multi-State Lottery Association (MUSL) will perform a total of five (5) drawings. The first four (4) drawings will be performed by on a Digital Draw System (DDS), and the final drawing will be performed using a mechanical draw machine on November 10, 2024, at the NASCAR Cup Series Championship Race live at Phoenix Raceway.
- (d) Drawings will follow the 2024 NASCAR Cup Series Playoffs Schedule as outlined below:
 - i. **Drawing 1 – August 13, 2024 – MUSL DDS**
 1. MUSL will draw sixteen (16) semi-finalists from the national pool of entrants.
 2. No more than one player per lottery jurisdiction will advance as a national semi-finalist.
 3. Public announcement of sixteen (16) semi-finalists on **Sept. 1, 2024**, during Cook Out Southern 500 at Darlington Raceway in Darlington, SC.
 - ii. **Drawing 2 – September 12, 2024 – MUSL DDS**
 1. MUSL will draw from sixteen (16) to twelve (12) semi-finalists.
 2. Four eliminated players win \$2,500.
 3. Public announcement of twelve (12) semi-finalists on **Sept. 21, 2024**, during Bass Pro Shops Night Race at Bristol Motor Speedway in Bristol, TN.
 - iii. **Drawing 3 – October 3, 2024 – MUSL DDS**
 1. MUSL will draw from twelve (12) to eight (8) semi-finalists.
 2. Four eliminated players win \$5,000.
 3. Public announcement of eight (8) semi-finalists on **Oct. 13, 2024**, during Bank of America ROVAL 400 at Charlotte Motor Speedway in Concord, NC.

iv. **Drawing 4 – October 17, 2024 – MUSL DDS**

1. MUSL will draw from eight (8) semi-finalists to four (4) finalists.
2. Four eliminated players win \$7,500.
3. Public announcement of four (4) finalists on **Nov. 3, 2024**, during Xfinity 500 at Martinsville Speedway in Martinsville, VA.

v. **Drawing 5 – November 10, 2024 – Mechanical Ball Machine**

1. Drawing will take place from four (4) finalists to one (1) winner.
2. One (1) \$1 million grand prize winner and three (3) \$10,000 winners
3. Final drawing will be broadcast live from the NASCAR Cup Series Championship Race on **Nov. 10, 2024**, at Phoenix Raceway in Avondale, AZ.

2. **VIP TRIP EXPERIENCE**

Four (4) finalists may each bring one (1) guest for a full VIP experience in Phoenix, Arizona, November 8-11, 2024. Finalists will be treated to hotel accommodations, track hospitality, and exclusive track experiences which include:

NASCAR Championship Weekend Prize Pack (Approximate Value of \$10,000)

- Roundtrip coach airfare for finalist + one (1) guest to Phoenix, Arizona
- Hotel accommodations for finalist + one (1) guest – double occupancy
- Two (2) Ally Curve Hospitality Club passes (includes food, beverages and FanShield Infield Experience access) at Phoenix Raceway for admission to:
 - NASCAR Xfinity Series Championship Race at 4:00 pm on Saturday, November 9, 2024
 - NASCAR Cup Series Championship Race at 1:00 pm on Sunday, November 10, 2024
- Two (2) passes for VIP Experiences at Phoenix Raceway during NASCAR Championship Weekend for Saturday, November 9, 2024 and Sunday, November 10, 2024 including:
 - NASCAR Cup Series garage pass
 - NASCAR team hauler tour
 - MRN Radio booth tour
 - Pace car rides
 - Pre-Race attendance
 - Victory Lane access
- Two (2) Official NASCAR Championship Weekend Event Programs
- Two (2) Souvenir Gift Bags, each with a retail value of at least Two Hundred Fifty Dollars (\$250)
- Two (2) Racing Electronics Scanner Rentals for use while at Phoenix Raceway
- Two (2) tickets to a Welcome Dinner at a venue to be selected by Producer on Friday, November 8, 2024
- Concierge Service
- All meals while in PHX, including the Welcome Dinner on Friday, November 8, 2024.
- Ground transportation to and from airports, hotel, and activities in PHX.

NASCAR POWERBALL PLAYOFF™ PROMOTION (2024)

TRIP PRIZE TERMS AND CONDITIONS

NOTE: TERMS USED BUT NOT SPECIFICALLY DEFINED IN THESE TRIP PRIZE TERMS AND CONDITIONS [E.G., “FINALIST”, “TRIP PRIZE”, ETC.] MAY BE CHANGED TO BE CONSISTENT WITH THE PARTICIPATING LOTTERIES’ CUSTOMARY LANGUAGE USED IN ITS RULES/DISCLOSURES FOR THIS PROMOTION.

THE TERM “PARTICIPATING LOTTERY” OR “PARTICIPATING LOTTERIES” MEANS THOSE LOTTERIES THAT HAVE OFFERED THE NASCAR POWERBALL PLAYOFF PROMOTION.

THE TERM “PRIZE PROVIDER” IS THE MULTI-STATE LOTTERY ASSOCIATION (MUSL), OR, A THIRD-PARTY UNDER CONTRACT WITH MUSL TO FULFILL ALL ELEMENTS OF THE TRIP PRIZE EXCEPT THE SECOND PLACE CASH PRIZE OF \$10,000, AND THE \$1 MILLION PRIZE.

EACH FINALIST IS ALLOWED (BUT NOT REQUIRED) TO SELECT ONE (1) GUEST TO PARTICIPATE IN THE TRIP PRIZE ONLY (NOT THE \$1 MILLION PRIZE).

DUE TO THE NATURE OF THE PROMOTION, FINALISTS’ NAMES WILL BE MADE PUBLIC.

The Trip Prize is valued at Ten Thousand Dollars (\$10,000.00).

Finalist and their guest (“Guest”) must travel on the same dates and times selected (on or about Friday November 8, 2024, and Monday, November 11, 2024), to participate in the Trip Prize. If Finalist and Guest are unable to or will not travel on the dates and times selected by the prize provider, the selected Finalist may choose a proxy on or before October 24, 2024. If no proxy is chosen by Finalist, Finalist will forfeit the Trip Prize (including attendance by Guest) but will still be entered into the drawing for and eligible to win the \$1 Million Prize and will be represented by a proxy provided by the appropriate Participating Lottery.

If Finalist resides fewer than two hundred fifty (250) miles from Phoenix, AZ, Prize Provider, in its sole discretion, reserves the right to provide ground transportation for Finalist and Guest in lieu of airline transportation. If Finalist is under the age of twenty-one (21), Guest must be at least the age of majority in Guest’s state of residence. If Finalist 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 Finalist’s state, Finalist 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, , and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the sole responsibility of Finalist and Guest. Finalist 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 accommodation are subject to availability.

The date and location of any of the events or activities included in the Trip Prize (individually/collectively, “Event or Events”) may be subject to change. The Released Parties are not responsible if any Event associated with this Promotion is delayed, postponed, or cancelled for any reason, in whole or in part, and if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, Prize Provider’s only obligation is to fulfill 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.

Finalist must execute all releases and forms that may be required by Prize Provider and/or the Participating Lottery 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 Prize Provider and/or

Participating Lottery federal, state, and/or local government and/or agency, network, laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"). Finalist 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. Finalist must execute and return all required documentation to Participating Lottery within five (5) days of Finalist's receipt (or such shorter period as production exigencies may require). If Finalist elects to appoint a proxy, they must do on or before **Tuesday, October 24, 2024**.

- If Finalist chooses 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 Finalist's designated proxy does not satisfy the Production Requirements, Prize Provider reserves the right, in its sole discretion, either to (i) allow Finalist to appoint another proxy to participate in the Trip Prize and/or to appear in the Program in Finalist's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) a proxy will be selected by Prize Provider to appear in the Program in Finalist's (or proxy's) place.
- If Finalist appoints a proxy (or has a proxy appointed), Finalist will still remain eligible to win the \$1 Million Prize. Finalist may only transfer the Trip Prize (excluding eligibility for the \$1 Million Grand 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 Finalist for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Finalist's eligibility for the \$1 Million Grand Prize or receipt of the Trip Prize.

Guest must also execute all releases and forms required by the Participating Lottery, 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.

Finalist and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Finalist acknowledges that if Finalist 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, Finalist and/or Guest may be removed from the venue or denied entry (as determined by Prize Provider or its designee(s) in its sole and absolute discretion). By accepting any ticketed portion of the Trip Prize, Finalist 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 Finalist misses their flight for any reason, reasonable efforts will be used to reschedule the flight at Finalist's expense. If the flight is not able to be rescheduled in a reasonable time for Finalist's participation in the Events, (i) Finalist shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Finalist will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Finalist will remain eligible for the \$1 Million Prize drawing.
- If Finalist is unable to travel in connection with the Trip Prize for any reason after tickets have been booked/purchased, (i) Finalist shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Finalist will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Finalist will remain eligible for the \$1 Million Grand Prize drawing
- If Finalist fails to attend the Event at which the \$1 Million Grand Prize drawing occurs, Finalist will remain eligible for the \$1 Million Grand Prize drawing.

In any of the foregoing events, a proxy may be appointed to accept the \$1 Million Grand Prize on Finalist's behalf at the time of the drawing; however, in such event, Finalist will still receive the \$1 Million Grand Prize (less any tax withholdings

and outstanding debt setoff, if applicable).

Finalists 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. The appropriate Participating Lotteries will determine, and collect taxes due on the Trip Prize, and other tiers of cash prizes, as well as the \$1 Million 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, in a manner required by Prize Provider, 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, Finalist 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, agents, assigns, successors, employees, and contractors of Multi-State Lottery Association, Participating Lotteries, National Association for Stock Car Auto Racing, LLC, Phoenix Speedway, LLC d/b/a Phoenix, and NASCAR Enterprises, LLC and each of their respective parent, subsidiary, shareholders, and/or affiliated entities ("Released 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 NASCAR Powerball Playoff™ promotion and/or win a Trip Prize and/or the \$1 Million Grand Prize.

RELEASED PARTIES ARE 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, LOSS, USE, OR MISUSE OF THE TRIP PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1 MILLION PRIZE, EXCEPT THAT THE \$1 MILLION GRAND PRIZE WILL BE PROVIDED BY THE PARTICIPATING LOTTERY OF THE FINALIST SELECTED IN THE DRAWING SCHEDULED TO BE HELD ON NOVEMBER 10, 2024 AT THE PHOENIX RACEWAY . RELEASED 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.

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