



Maryland Lottery®
Powerball® First Millionaire of 2023 / New Year's Rockin' Eve
My Lottery Rewards™ Second-Chance Promotion
Drawing Rules

OVERVIEW:

Beginning any time on September 5, 2022, until 11:59:59 PM on October 1, 2022 ("Promotion Period"), players can enter the Maryland Lottery® Powerball® First Millionaire of 2023/New Year's Rockin' Eve My Lottery Rewards™ Second-Chance Promotion ("Promotion") offered by the Maryland State Lottery and Gaming Control Agency ("Lottery" or "Maryland Lottery") for a chance to win a 4 day/3 night New Year's Rockin' Eve VIP Experience for two (winner and guest) to New York City ("Trip" or "Trip Prize"). One of the Trip Prize Winners will also be eligible to participate in a drawing conducted by the Multi-State Lottery Association ("MUSL") for a prize in the amount of \$1,000,000, the Powerball® First Millionaire of 2023 Drawing ("MUSL Drawing"). The Lottery will conduct one (1) Second-Chance Drawing ("Drawing") to select a total of three (3) Winners to each win a Trip Prize. One (1) of the selected Trip Prize winners will also be selected to participate in the MUSL Drawing. Trip winner's ("Winner", plural "Winners") guest must be eighteen (18) years of age or older. Estimated Trip Prize value is Twenty Thousand Dollars (\$20,000).

The Trip will take place from 12/29/22 through 1/1/23. Winner must travel on or about December 29, 2022 and January 1, 2023, as determined by DCP Rights, LLC ("DCP"), to participate in the Trip Prize. If, before claiming, Winner is unable to or will not travel on the dates and times selected by DCP, the selected Winner will forfeit the Trip Prize and possible inclusion in the MUSL Drawing, and an alternate Winner ("Alternate") may be selected.

ENTRY DATES: Monday, September 5, 2022 at 00:00:00 AM Eastern Time ("ET") – Saturday, October 1, 2022 11:59:59 PM Eastern Time

DRAWING DATE: Tuesday, October 4, 2022

CLAIMING DEADLINE 4:30 PM ET: October 18, 2022; Alternate October 28, 2022

WINNERS: 3

PRIZE:

A New Year's Rockin' Eve VIP Experience: A total of three (3) winners will be selected to win the Trip Prize. Estimated prize value of \$20,000. One (1) of the selected winners will also be selected to participate in the Powerball First Millionaire of 2023 Drawing ("MUSL Drawing") conducted by MUSL on January 1, 2023.

HOW TO ENTER:

To participate in the Promotion, enter at mdlottery.com/powerball-nye, mdlottery.com/rewards or through the MLR App any winning or non-winning Maryland Lottery® Powerball® Double Play ticket, purchased and entered during the Promotion (collectively, "Tickets"; singular "Ticket"). At the time a Ticket is entered into My Lottery Rewards® ("MLR"), entrants will be prompted to "opt-in" to participate in the Promotion. If you do not "opt-in", you will not be entered into the Promotion. A qualifying entry into the Promotion is any winning or non-winning Ticket purchased and entered during the Promotion Period. You do not need to keep your original Ticket in order to claim the Trip Prize if you win. A Ticket may only be used to enter one time.

Entries received after 11:59:59 PM on the Drawing entry deadline, October 1, 2022, will be ineligible and void. Internet access and a valid email address are required for you to enter this Promotion and its Drawing. (Players and Winners are sometimes referred to as "you" and "your".) Mailed entries will not be accepted. You may enter as often as you like;

however, you may only win once. To enter, you must be 18 years of age or older. A drawing may include any random selection event. This is a bonus drawing and the \$1,000 cash portion of the Trip Prize in the form of a check is a bonus prize.

PRIZE DESCRIPTION:

Trip Prize

Each of the three (3) Winners will receive:

- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest the Trip Winner's city to NYC (if within 250 miles of NYC, ground transportation may be substituted in the sole discretion of the prize provider);
- Three (3) nights' hotel accommodations at a Times Square four star or higher hotel (selected by DCP in its sole discretion) in NYC (double occupancy, room and tax only);
- Two (2) tickets to a welcome dinner on December 29, 2022 at a venue to be selected by DCP;
- Two (2) tickets for an exclusive entertainment experience to be determined by DCP on December 30, 2022;
- Two (2) tickets for an exclusive New Year's Eve dinner and party that includes a view of the ball drop on December 31, 2022;
- Two (2) gift bags, each with a retail value of at least Three Hundred Fifty Dollars (\$350);
- All meals (breakfast, lunch, dinner) while in NYC;
- Spending money in the amount of One Thousand Dollars (\$1,000) (in the form of a pre-loaded card);
- Ground transportation to and from airports (or train station, if substituted), hotel, and activities while in NYC; and
- Additional \$1,000 cash prize from the Maryland Lottery in the form of a check.

Powerball First Millionaire of 2023 Drawing ("MUSL Drawing")

One (1) of the Trip Winners will be the Maryland Lottery's Finalist ("Finalist") and eligible to participate in the MUSL Drawing. This opportunity is separate from the Trip Prize. The MUSL Drawing, which is scheduled to take place shortly after midnight on January 1, 2023, during the live broadcast of *Dick Clark's New Year's Rockin' Eve (2022-23)* television special ("Program") on the ABC television network. The winner of the MUSL Drawing will receive a cash prize in the total amount of \$1 Million Dollars ("\$1 Million Prize"). The MUSL Drawing and the \$1 Million Prize are conducted, managed, and provided to the \$1 Million Prize winner's participating lottery jurisdiction by MUSL. DCP is not responsible for any portion of the \$1 Million Prize. MUSL shall determine the rules, procedures, and terms of the MUSL Drawing, which may include one or more drawing rounds before the final MUSL Drawing. The participant pool for the MUSL Drawing will include all finalists from all participating lottery jurisdictions, including the Maryland Lottery's Finalist who is one of the Trip Prize winners.

Additional appearance releases and waivers may be required from the Finalist in order for the Finalist to participate in segments for the Powerball First Millionaire Story. DCP may request consent from the Finalist to conduct its own background checks on the Finalist in order to determine whether the Finalist may participate in segments for the Powerball First Millionaire Story. Failure to sign an appearance release or consent to a background check will not affect the Finalist's eligibility and ability to participate in the Trip Prize or eligibility to participate in the MUSL Drawing and win the \$1 Million Prize.

INFORMATION AND RULES:

You understand and agree that air travel, and other modes of travel, are subject to forces beyond the control of the Lottery, and therefore, the Lottery shall not be subject to any liability as a result of the inability to fulfill the Trip Prize, or any portion thereof. You further understand and agree that the Lottery reserves the right in its sole discretion to: a) substitute a prize of equivalent value for Trip Prize, (estimated cash value of each Trip Prize is Twenty Thousand Dollars (\$20,000)), or b) reschedule the fulfillment of the Trip Prize. Winners may not request a substitute or equivalent prize.

You also understand that the date and location of any of the events or activities included in the Trip Prize (individually or collectively, "Event(s)") may be subject to change. Neither DCP, the Maryland Lottery nor any of their respective agents or representatives is responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part. In such event, DCP's only obligation is to award the other elements of the Trip Prize. The Lottery is not responsible if any Event is delayed, postponed, or cancelled for any reason, in whole or in part. No compensation will be paid for any reason, including

but limited to in lieu of any cancelled Event or any other cancelled element of the Trip Prize.

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 (except ground transportation provided in lieu of air transportation to and from New York City, NY, and any ground transportation included as part of the Trip Prize), transfers, additional hotel amenities (e.g., 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 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.

Winner and guest must travel on the same itinerary. Winner and guest agree to and must comply with all 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 or effect 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 DCP or its designee(s) in their sole and absolute discretion). By accepting any ticketed Event or other ticketed portion of the Trip Prize, Winner agrees Winner and guest shall 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 and the related Event or activity will be forfeited. Both Winner and guest must sign all releases, waivers of liability and forms required by DCP and the Lottery in order to go on the Trip. Winner and guest must comply with all applicable federal, state, and local government and Lottery laws, rules, orders, and regulations as well as DCP's rules, regulations and safety guidelines.

In order to participate in the Trip Prize and Finalist's ability to participate in the Powerball First Millionaire of the Year segments, Winner must execute all releases and forms required by DCP, 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 current federal, state, and/or local government and/or agency, network, or DCP laws, regulations, restrictions, guidelines, and 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 DCP's production exigencies may require). Failure to respond and 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, the winner must do so on or before November 18, 2022.

Proxies

- If Finalist appoints a proxy, the proxy must satisfy the Production Requirements in order to participate in the Powerball First Millionaire Story. In the event that Finalist's designated proxy does not satisfy the Production Requirements, DCP reserves the right, in its sole discretion, either to (i) allow Finalist to appoint another proxy to participate in the Powerball First Millionaire Story in Finalist's place (subject to DCP's production schedule and deadlines and satisfying the Production Requirements); or (ii) appoint another proxy (selected by DCP) 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 Prize drawing) in its entirety one (1) time to a proxy.
- DCP 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 Prize or receipt of the Trip Prize.

Claiming

You will be advised, at the time of notification, of claiming procedures and reminded of claiming deadlines. All Winners and Alternates must claim your Trip Prize in person **by 4:30 PM of the Claiming Deadline date listed above.**

If a Winner has been disqualified, or by the relevant claiming deadline has not claimed, submitted all required

documentation, and been confirmed and validated as eligible, then an Alternate may be selected. A decision to replace a Winner with an Alternate is within the sole discretion and judgment of the Maryland Lottery. Once the decision to proceed with an Alternate is made, the person who was previously selected as a Winner is no longer entitled to the Trip Prize or if the Finalist to participate in the MUSL Drawing for the \$1 Million Prize. Alternates must claim by 4:30 PM of the Claiming Deadline date.

If the name of the person who claims does not match the name on the entry, then that person cannot claim and, upon validation by the person whose name is on the Internet entry, the Trip Prize will be awarded to the person whose name was listed on the entry.

Winners must claim the Trip Prize as follows:

- 1) You must claim your Trip Prize in person at the Maryland Lottery's Baltimore Customer Resource Center, Montgomery Park Business Center, 1800 Washington Blvd, Suite 330, Baltimore, MD 21230
- 2) Winners must furnish photo I.D. proof of being at least 18 years of age.
- 3) If you win the Trip Prize and you owe State Obligations to a State agency or other governmental entity, then:
 - a. If you owe \$1,000 or less, the \$1,000 cash portion of the Trip Prize from the Maryland Lottery will be applied first to those State Obligations.
 - b. If you owe more than \$1,000, you have options:
 - i. The Lottery will apply the \$1,000 cash portion of the Trip Prize from the Maryland Lottery to your State Obligations if you pay the rest of your State Obligations owed within five (5) business days; or
 - ii. You can decline the Trip Prize and sign a Refusal of Prize and Waiver and Release of all Liability, and an Alternate may be selected; or
 - iii. If you do not pay off all of your outstanding State Obligations within five (5) business days of claiming the Trip Prize, then you will be disqualified and an Alternate may be selected. See MLR Terms of Use for further provisions.
- 4) In the event of a Winner's death or inability to partake of the Trip Prize, the Lottery will make a determination about the awarding of the Trip Prize. The Lottery's decision will be final.
- 5) For the Trip Prize or any element of the Trip Prize: You do not have the option to request or receive a substitute or equivalent prize or assign or transfer the Trip Prize or any elements of the Trip Prize. 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.

DCP will be responsible for coordinating all travel directly with the Trip Prize Winners and for providing and fulfilling the elements of the Trip Prize directly to the Trip Prize Winners with the exception of the \$1,000 check provided by the Maryland Lottery and with respect to the Finalist the MUSL Drawing for the \$1 Million Prize including the \$1 Million Prize. The Maryland Lottery will fulfill the \$1,000 check portion of the Trip Prize. MUSL will perform the MUSL Drawing and assist in fulfilling the \$1 Million Prize by transferring that amount to the \$1 Million Prize winner's participating lottery jurisdiction. The \$1 Million Prize winner will receive that prize through its participating lottery jurisdiction.

After Claiming

If, after the Winner has claimed the Trip Prize:

- Any portions of the Trip Prize are missed by Winner and/or guest, those portion(s) shall be forfeited, but Winner will still be taxed on those portion(s).
- Winner misses the flight or alternative transportation, reasonable efforts will be used to reschedule the flight or alternative transportation at Winner's expense. If the flight or alternative transportation is not able to be rescheduled in a reasonable time for Winner's participation in the Events, or if Winner is unable to travel in connection with the Trip Prize for any reason after travel tickets have been booked: (i) Winner shall forfeit and not participate in the travel portion of the Trip, including the Events unless Winner provides his or her own transportation and arrives on time to participate in any Event(s); (ii) Winner will still receive the Two Thousand Dollars (\$2,000) spending money (\$1,000 pre-loaded card and \$1,000 cash in the form of a check) portion of the Trip Prize and the two (2) Gift Bags (less any applicable tax withholdings and any outstanding State Obligations, if applicable); and (iii) Winner, if also

the Finalist, will remain eligible for the MUSL Drawing for the \$1 Million Prize.

- 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 Two Thousand Dollars (\$2,000) spending money (\$1,000 pre-loaded card and \$1,000 cash in the form of a check) 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, if also the Finalist, will remain eligible for the \$1 Million Prize Drawing.
- Winner is the Finalist and fails to attend the Event at which the MUSL Drawing occurs, Finalist will remain eligible for the \$1 Million Prize.
- Any of the foregoing events occurs, a proxy may be appointed to accept the \$1 Million Prize on Finalist's behalf at the time of the MUSL Drawing; however, in such event, Finalist will still receive the \$1 Million Prize (less any tax withholdings and any outstanding State Obligations). MUSL is responsible for the MUSL Drawing and the funding and transmitting the \$1 Million Prize to the \$1 Million Prize winner's participating lottery jurisdiction. The \$1 Million Prize winner's participating lottery jurisdiction is responsible for any tax reporting and/or withholding required in connection with the \$1 Million Prize.

After Winner has claimed, any Winner who does not elect to take a guest, or whose guest, for any reason, does not actually take the trip, is still subject to the full amount of any taxes due on the total value of the Trip Prize. Similarly, any Winner who does not take the trip is still subject to the full amount of any taxes due on the total value of the Trip Prize. If Winner does not take the trip, guest may not participate in the Trip Prize.

Failure of the Winner 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. If forfeited for any reason, Winner will not receive any other prize substitution or compensation of any kind, and the Trip Prize may be awarded to an Alternate in the Lottery's sole discretion. If the Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or DCP restrictions, regulations, guidelines, or risk assessments, DCP reserves the right, to substitute an alternate or substitute prize of reasonably comparable value as determined by DCP, in consultation with Partner, MUSL, and the other Participating Lotteries, will use good faith efforts to provide an alternate or substitute prize opportunity equal to the value of the Trip Prize for the Winners.

Winner and guest acknowledge and agree that DCP is solely responsible for fulfilling the Trip Prize and for performing all activities and services related to such fulfillment. Winner and guest agree to waive any and all claims against the State of Maryland, the Maryland State Lottery and Gaming Control Agency, the Maryland State Lottery and Gaming Control Commission (and all subdivisions and agencies thereof), and their affiliates, successors, assigns, owners, officers, officials, directors, employees, and members, and members of Scientific Games, LLC and its affiliated companies that arise from or are related to any of the foregoing activities, events, or prizes.

Further bonus prize

The Lottery will pay the required estimated State and Federal tax withholdings for the Trip Prize. Further amounts may be owed by the Winner, and if so, such amount(s) shall be paid by the Winner. The payment of tax withholdings by the Lottery could result in additional Federal and State tax liability being due from the Winner. Winner is responsible for all other taxes, including income taxes in excess of withholdings paid by the Lottery.

ADDITIONAL TERMS AND CONDITIONS

All amounts paid to you or on your behalf will be included in your reportable income. You will be taxed on those amounts. All Winners are responsible for all taxes, including income taxes. A W-2G from the Maryland Lottery will be issued for any prize won with a value greater than \$600.

In addition to those included in the Terms of Use, the following may not participate in the Promotion or its Drawing or the MUSL Drawing: any officer, director, 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 or win a Trip Prize or win the \$1 Million Prize.

PROMOTION 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 SECOND CHANCE PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1 MILLION PRIZE. NEITHER PROMOTION PARTIES NOR SCIENTIFIC GAMES, LLC, OR MARYLAND LOTTERY, MAKE ANY, AND ARE 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.

For questions or assistance, visit the MLR website at mdlottery.com/rewards, go to the Help Menu tab and select Member Feedback, or you may call the MLR toll-free hotline number, 1-800-201-0108.

All aspects of this Promotion are governed by these Drawing Rules (“Rules”), the Maryland Lottery® [My Lottery Rewards™ Terms of Use](#), and the Maryland State Lottery And Gaming Control Agency [My Lottery Rewards™ Official Rules And Conditions Of Eligibility \(Points for Prizes®/Points for Drawings®/2nd Chance Drawings/Subscriptions\)](#). If any discrepancy exists between these Rules and other material describing the Promotion or anything related thereto, these Rules shall prevail. In addition, DCP is included in any provisions in the above-listed documents regarding Winners’ publicity and/or appearance rights.

***Please play responsibly. For help, visit mdgamblinghelp.org or call 1-800-GAMBLER.
Must be 18 years or older to play.***