



SOUTH DAKOTA LOTTERY DRAWING GUIDELINES

“Powerball First Millionaire of the Year®” Powerball Double Play 2nd Chance Drawing August 23, 2021 – October 1, 2021

The Powerball First Millionaire of the Year® promotion is a second chance drawing available to South Dakota Lottery Players Club members. Eligible players can enter their non-winning Powerball Double Play tickets for a chance to become 2022's Powerball First Millionaire of the Year.

The South Dakota Lottery's second chance drawing will feature three (3) winners, who will be entered into a nationwide drawing. The nationwide drawing will determine five finalists. The five finalists determined in the nationwide drawing will receive a Powerball Party-at-Home Package and a chance to win \$1 million in a drawing broadcast on “Dick Clark’s New Year’s Rockin’ Eve with Ryan Seacrest 2022.”

For more information on the prizes, please see Section II of this document.

These drawing guidelines have been prepared to ensure the prizes awarded for the Powerball First Millionaire of the Year promotion drawing are determined as impartially and randomly as possible and that the integrity of the South Dakota Lottery is maintained at all times.

The Executive Director of the South Dakota Lottery reserves the right to change and supersede any outlined procedures to handle unforeseen circumstances.

I. GENERAL

- A. The Powerball First Millionaire of the Year promotion is a second chance drawing in which South Dakota Lottery Players Club members can enter non-winning Powerball Double Play tickets for a chance to be a finalist in the \$1 million drawing for the 2022 Powerball First Millionaire of the Year.
- B. Non-winning tickets entered must have the Powerball Double Play feature add on. All tickets entered without the Double Play add on are ineligible.
- C. The drawing conducted by the South Dakota Lottery will have three winners total, all winners receiving a chance to become 2022's Powerball First Millionaire of the Year.



- D. To be eligible for the drawing, the entrant must be a member of the South Dakota Players Club.
- E. To become eligible for the drawings, players must enter a non-winning Powerball Double Play ticket that has not previously been entered for any other Lottery drawing by accessing the Players Club website at <http://lottery.sd.gov/players/login/> or through the official SD Lottery app. Each ticket will receive one entry. Entries will be accepted until the entry cutoff time of 11:59 p.m. CST September 30, 2021.
- F. The South Dakota Lottery semi-finalists of the Powerball First Millionaire of the Year promotion drawing will be determined at a publicly held drawing at the Pierre Lottery office in accordance with SDCL Chapter 42-7A, Lottery administrative rules, and these Powerball First Millionaire of the Year Drawing Guidelines. The Executive Director shall have the discretion to alter the date, time and location of the Prize Drawing. The odds of an entrant being selected as a “Dick Clark’s New Year’s Rockin’ Eve” Drawing winner will be determined by the number of entries submitted.
- G. Three (3) Winners and 5 (5) alternates will be randomly selected during the drawing. Winners will have 5 days from the date they are notified of their win to submit their confirmation information to receive their prize; should that deadline not be met, the prize will revert to the next alternate.
- H. Should the security and integrity of the Players Club webpage be comprised by technological intrusion or other like actions, the promotion will be suspended until such time as said security has been reinstated and verified.
- I. In the event that the South Dakota Lottery is unable to conduct the drawing, due to technological issues or other like circumstances, the Multi-State Lottery Association (MUSL) has been authorized to perform the drawing in a back-up capacity, utilizing the procedures and processes contained in these guidelines.
- J. In the event that a South Dakota winner is selected as a finalist in 2022’s Powerball First Millionaire of the Year promotion, all prizes won by the Prize Winner will be subject to the Lottery’s debt setoff procedures.
- K. The Prize Winners acknowledge and agree that they and/or their proxy are subject to a background investigation, which will be conducted through dick clark productions.
- L. Winners of this second chance drawing agree to contribute to the SD Lottery’s advertising efforts, which include a winner photo, publishing of the winner’s name and interview.



II. Prizes

- A. The South Dakota Lottery will conduct an initial drawing October 1, 2021 to determine three winners. These winners will receive a prize pack of SD Lottery products and will have their names entered into the next drawing.
- B. The Multi-State Lottery Association will conduct the next drawing, featuring Prize Winners throughout the nation. This drawing will determine five finalists to become 2022's Powerball First Millionaire of the Year. Please see Section V for terms and conditions.
- C. Each of these finalists will receive the Celebrate @ Home Prize Package:
- Cash prize in the amount of \$10,000
 - Deluxe surf and turf dinner for eight people from Omaha Steaks
 - A 70-inch LED television, including a home theater sound system and installation
 - Premium 15.5-inch laptop computer plus 20 mega-pixel digital camera, on-camera microphone, 19-inch ring light, laptops stand and other accessories, including home set up.
 - Gift certificate to Party City in the amount of \$500
 - Top-tier Karaoke system
 - Two gift bags, each with retail value of at least \$250.
 - Entry into the third annual Powerball First Millionaire of the Year drawing for the \$1 million prize.
 - Each Celebrate @ Home prize package has an approximate retail value of \$20,000.
- D. The Multi-State Lottery Association will conduct the final drawing in conjunction with "Dick Clark's New Year's Rockin' Eve" to determine the winner of the \$1 million prize.

III. ELIGIBILITY REQUIREMENTS

- A. Entrants must be at least eighteen (18) years old to participate and win a prize.
- B. Persons may enter up to 40 *Powerball* tickets per day on the Players Club webpage or Lottery mobile app. Each ticket may only be entered once. The eligibility of the winning entry shall be determined by the Lottery after the drawing through a verification process. In the unlikely event of duplicate winning entries, the Lottery shall employ investigative measures to determine by activation, sell and entry date



of ticket, and other verifiable means the validity of the entries to declare a single winning entry.

- C. Participation shall be limited to persons whose eligible entries are received on the Players Club webpage by 11:59 p.m. CST September 30.
- D. The South Dakota Lottery will not be responsible for data entry errors from the entrants. The risk of loss for the electronic non-delivery, late delivery or failure of receipt for ticket information entered electronically in the promotion remains with the entrant, regardless of the cause of transmission failure.
- E. Entries are ineligible if:
 - 1. The Lottery is unable to determine the owner of the entry.
 - 2. Is received after the ending entry date.
 - 3. Any ticket is shown to be of stolen status, unissued, counterfeit in whole or in part, mis-registered, defective, printed or produced in error, multiple printed, or fails any of the Lottery's confidential validation tests.
 - 4. If the entry/account does not have a valid mailing address.

IV. METHOD OF PROCESSING ENTRIES

- A. All entries must be received through the Players Club website at <http://lottery.sd.gov/players/login/> or through the official South Dakota Lottery App. Once an entry has been successfully submitted into a 2nd Chance promotion, it is no longer eligible to be entered into any other 2nd Chance promotion.
- B. Entries received via internet will be secured in a database maintained by BIT (Bureau of Information and Telecommunications) and Lottery personnel for the purpose of conducting the drawing or obtaining information necessary to assist drawing entrants. BIT provides a number of internal security measures to ensure that online entries are secure. Data collected in the course of the promotion is stored on secure servers within a guarded limited access hosting facility and access to data is protected by a variety of security products. The Director of Security for the South Dakota Lottery has been made aware of these security procedures and has deemed them acceptable for the purposes of this drawing.
- C. Internet entries are processed 24 hours a day, seven days a week, from the date and time the promotion begins until the final deadline of the final drawing for which



entries are eligible to be submitted. Each entry record contains a date stamp to indicate when it was submitted by the entrant.

- D. Each internet entry will be validated by Lottery Security, if selected.
- E. All internet-generated entries are retained in the entry database for the duration of the promotion, regardless of whether or not they are selected in the drawing, to ensure that any entry cannot be submitted more than one time during the course of the promotion.

V. Celebrate @ Home Terms and Conditions

Winner must agree to (i) participate and appear in the Program via remote video transmission from his/her residence or another local location to be determined by Prize Provider in its sole discretion, subject to executing an appearance release, clearing a background check, and complying 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"); OR (ii) appoint a proxy (or have a proxy appointed) to participate and appear in the Program via remote video transmission in Winner's place, 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 Prize. If Winner elects to appoint a proxy, he/she must do so no later than **November 19, 2021**.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to 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 appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) to appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's place.
- If Winner appoints a proxy (or has a proxy appointed), Winner will still receive all elements of the Prize (unless Winner elects to give them to his or her proxy) and shall remain eligible to win the \$1 Million Prize. Winner may only transfer the 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 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 Prize.

While Winner is not obligated to host or have a New Year's Eve party ("NYE Party") at his/her residence using the elements of the Prize, Winner (or his/her proxy) shall cooperate and/or participate in the production and live broadcast of the Program on December 31, 2021, if and as determined by Prize Provider. Winner (or his/her proxy) agrees to provide Prize Provider (or its designees) with reasonable access to his/her residence (or a designated friend or family member's residence, subject to Prize Provider's approval and Production Requirements) for the production and broadcast of the Program, both prior to and on December 31, 2021, to participate in rehearsal(s) on or about December 30, 2021, if required, and to execute (or facilitate the execution of) a customary location agreement, if and as required by Prize Provider. Prize Provider reserves the right to arrange (at its sole cost and expense) a NYE Party at another location within one hundred (100) miles of Winner's residence where Winner (or his/her proxy), household members, and subject to the Production Requirements, a designated number of guests may participate and appear in the production and broadcast of the Program. In such event, Prize Provider will provide the location, transportation, food, beverage, and other production elements for the NYE Party separately and in addition to the Prize, the elements of which will remain available for Winner's use in his/her discretion at another time. Household members and if applicable, guests celebrating with Winner on December 31, 2021, whether at Winner's residence or other location, will be required to satisfy Provider's Production Requirements. In connection with any NYE Party, whether at Winner's residence or other location, Winner, household members, and guests must 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 and if applicable, the rules and regulations of the venue where the NYE Party may be held.

Prize Provider shall determine, in its sole discretion, the specific merchandise models, items, vendors, and/or retailers for all elements of the Prize and reserves the right to substitute (i) any portion or elements of the Prize for a prize of comparable or greater value; and/or (ii) any specified brand, vendor, or retailer for one of comparable quality. Elements of the Prize are subject to availability, may vary based on Winner's location, and may be fulfilled by third-party companies and/or vendors.

Except as set forth above or otherwise in Prize Provider's sole discretion, no exchanges, substitution, cash redemption, assignment, or transfer of the Prize or any elements thereof is permitted. Any rejected, unused, and/or undeliverable elements of the Prize will be forfeited, will not be redeemable for cash, and may not reduce the value of the Prize for tax purposes.

All gift cards, stored-value cards or certificates, store cards, merchant cards, vouchers for services or goods, and gift certificates or similar instruments that are included in and



provided as part of the Prize (“Gift Cards”) and the redemption thereof are subject to terms, conditions, and restrictions, including any expiration dates, set by the merchant or issuer of the applicable Gift Cards. See each Gift Card for applicable terms, conditions, and restrictions. Gift Cards are not redeemable for cash or exchangeable for any other prize. Except as required by law, the Gift Cards cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. Prize Provider is not responsible for any Gift Cards that are lost, stolen, destroyed, or used without permission, and any Gift Cards that are lost, stolen, destroyed, or used without permission will not be replaced.

Failure to respond and/or execute and return required releases and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment (including any installation) of any element of the Prize may result in forfeiture of the 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 Prize to an alternate recipient as it may determine in its sole discretion.

PRIZE PROVIDER IS 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 (INCLUDING SHIPPING AND HANDLING), INSTALLATION, OPERATION, LOSS, USE, OR MISUSE OF THE PRIZE AND/OR ANY ELEMENT THEREOF. PRIZE PROVIDER DOES NOT MAKE, AND IS 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 PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. All other costs and expenses related to acceptance and use of any element of the Prize not specified herein as being provided are the sole responsibility of Winner, including, without limitation, any fees, costs, and/or taxes for broadcast, cable, and/or satellite television, broadband, internet, and/or wireless services and/or access.