

NASCAR POWERBALL PLAYOFF™ PROMOTION (2023)

TRIP PRIZE TERMS AND CONDITIONS

NOTE: TERMS USED BUT NOT SPECIFICALLY DEFINED IN THESE TRIP PRIZE TERMS AND CONDITIONS [E.G., “WINNER”, “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 “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 \$1M GRAND PRIZE.

Winner must travel on or about Friday November 3, 2023, and Monday, November 6, 2023, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times selected by the appropriate Participating 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 Phoenix, AZ, Prize Provider, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation. Winner and their guest (“Guest”) must travel on the 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 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.

In order to participate in the Trip Prize, Winner 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”). 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 to Participating Lottery within five (5) days of Winner’s receipt (or such shorter period as 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, they must do on or before **Friday, October 20, 2023**.

- 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 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) 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 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 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 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.

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 its 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 their 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 attendance at and participation in the Events; (ii) Winner will still receive the two (2) Souvenir 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/purchased, (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Winner will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Grand Prize drawing
- If Winner fails to attend the Event at which the \$1 Million Grand Prize drawing occurs, Winner 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 Winner's behalf at the time of the drawing; however, in such event, Winner will still receive the \$1 Million Grand 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, 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, 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, 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 POWERBALL's NASCAR 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 WINNER SELECTED IN THE DRAWING SCHEDULED TO BE HELD ON NOVEMBER 5, 2023 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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