

POWERBALL FIRST MILLIONAIRE OF THE YEAR PROMOTION (2021-22)

PRIZE 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.

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CELEBRATE@HOME PRIZE DESCRIPTION

The “Celebrate@Home” New Year’s Eve party package (“Prize”) will provide the recipient (“Winner”) with all of the necessities and more to throw an epic New Year’s Eve celebration at home and to participate remotely as one (1) of five (5) finalists in the Powerball First Millionaire of the Year drawing for \$1 Million (“\$1 Million Prize”) to be conducted shortly after midnight on January 1, 2022, during the live television broadcast of *Dick Clark’s New Year’s Rockin’ Eve* on ABC (“Program”). The Prize shall include the following elements:

- Cash prize in the amount of Ten Thousand Dollars (\$10,000);
- Deluxe surf and turf dinner for eight (8) people from Omaha Steaks;
- 70" LED television (to watch the live broadcast of the Program), including a home theater sound system and installation;
- Premium 15.5" laptop computer plus 20 mega-pixel digital camera, on-camera microphone, 19" ringlight, laptop stand, and other accessories, including home set-up
- Gift certificate to Party City in the amount of Five Hundred Dollars (\$500);
- Premium beverage package from a retailer local to Winner, with a retail value of Five Hundred Dollars (\$500);
- Top-tier Karaoke system; and
- Two (2) gift bags, each with a retail value of at least Two Hundred Fifty Dollars (\$250).
- Plus, an entry in the third annual Powerball First Millionaire of the Year drawing for the \$1 Million Prize.

Each Prize has an approximate retail value of Twenty Thousand Dollars (\$20,000).

Winner shall not be obligated to host or have a New Year’s Eve celebration at his/her residence to participate in the drawing for, and to remain eligible to win, the \$1 Million Prize. However, 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 the provider of the Prize (“Prize Provider”) in its sole discretion, subject to a background check, execution of an appearance release, and 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 place of Winner, subject to the proxy’s satisfying the Production Requirements. In such event, 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.

- If Winner appoints a proxy, the proxy must also 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.
- For the avoidance of doubt, Winner's eligibility to participate in the Program and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to satisfy the Production Requirements and/or by any information obtained pursuant to a background check, but those failures may affect the nature of Winner's appearance and/or degree of participation in the Program. While Winner's eligibility to participate in the drawing for the \$1 Million Prize is an element of the Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is expressly not an element of the Prize and is determined by Prize Provider in its sole discretion. 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.