

Official Drawing Rules
Minnesota State Lottery
Minnesota Lottery's NASCAR Powerball Playoff™
June 18, 2024 – July 30, 2024

1.1. Definitions

- A. **“Minnesota Lottery's NASCAR Powerball Playoff™”** means a Second Chance opportunity to win through drawings conducted by the Minnesota Lottery and the Prize Provider in conjunction with the purchase of a Powerball® ticket.
- B. **“Prize Provider”** means the Multi-State Lottery Association (MUSL) or a third party under contract with MUSL to fulfill all elements of the Minnesota Lottery's NASCAR Powerball Playoff.
- C. **“NASCAR Championship Weekend™ at Phoenix Raceway®”** means a nationwide additional opportunity to win that is a component of the Minnesota Lottery's NASCAR Powerball Playoff™ and governed by the Trip Prize Terms and Conditions and Trip Prize Description documents that are attached to these Official Drawing Rules and incorporated by reference. In the event of a conflict between these Official Rules and the incorporated documents, these Official Rules shall govern.
- D. **“The Lottery”** means the Minnesota State Lottery.
- E. **“Account”** means a player has registered at mnlottery.com with all required personal contact information.

2.1. Duration

The Minnesota Lottery's NASCAR Powerball Playoff™ will begin at 9:00:00 a.m. Central Time (“CT”) on June 18, 2024, and conclude at 11:59:59 p.m. CT on July 25, 2024, Entries must be received by 11:59:59 p.m. CT on July 25, 2024.

3.1. Eligibility

- A. A player may enter the Minnesota Lottery's NASCAR Powerball Playoff™ by creating or having an Account at mnlottery.com or on the Minnesota Lottery mobile app, supplying all required registration information completely and in its entirety, and by scanning the barcode found under the words “SCAN THIS BARCODE TO CHECK TICKETS ON THE LOTTERY APP” on the front of eligible Powerball Tickets on the Minnesota Lottery mobile app or by entering the 24-character entry code that appears directly under that same bar-code on

Powerball tickets. Entries must be received by July 25, 2024. Incomplete registration information may result in entry disqualification.

- B. Each dollar spent on eligible Powerball tickets will receive one (1) entry in the Minnesota Lottery's NASCAR Powerball Playoff™. (For example: 1 Powerball play [\$2] = 2 entries, 1 Powerball play [\$2] + 1 Powerplay [\$1] = 3 entries.)
- C. Only one (1) winner per household per drawing is permitted. Each entry must correspond to one (1) person.
- D. Employees (including immediate family residing in the same household) of the Lottery, employees (including immediate family residing in the same household) of any company that is not eligible to receive a prize from the Lottery pursuant to law or a contract with the Lottery, and all other persons prohibited by law are ineligible to participate or receive a prize from the Minnesota Lottery's NASCAR Powerball Playoff™.
- E. A player who submits an entry must be eighteen (18) years of age or older.
- F. The Lottery, Phoenix Speedway, LLC dba Phoenix Raceway and National Association for Stock Car Auto Racing, LLC (NASCAR™) are not responsible for delayed, lost, or misdirected electronic submissions made through the Internet.
- G. A player who submits an entry is responsible for providing their correct contact information and U.S. Postal Service mailing address. Failure to report a prize not received within one (1) year will result in forfeiture of any prize won.
- H. A player may enter more than once; however, a player may use only one (1) unique Powerball ticket number per entry. Multiple entries using the same non-winning ticket number and entries made via automated computer scripts or other programming techniques will be disqualified.
- I. By participating, players agree to these official rules and to the decisions of the Lottery and the Prize Provider which will be final and binding in all respects.
- J. An entry will be considered invalid if it does not meet all requirements for eligibility stated in this section.

4.1. **Minnesota Lottery's NASCAR Powerball Playoff™ Drawings**

- A. To enter the Minnesota Lottery's NASCAR Powerball Playoff™, a player must enter the entry code found on an eligible Powerball ticket via the process described above. The Lottery will conduct one (1) Minnesota Lottery's NASCAR

Powerball Playoff™ drawing. The eligibility and schedule are listed in the table below.

Drawing number	To be eligible, entry must be received	Drawing on or about date	Total number of prize-winners	Number of winners/prizes
Drawing #1	9:00:00 a.m. CT June 18, 2024 through 11:59:59 p.m. CT July 25, 2024	July 30, 2024	30	30

- B. The Lottery will, by use of mechanical or other devices, randomly determine which of the entries submitted are selected.
- C. The Lottery will conduct one (1) drawing at Lottery Headquarters. A Lottery representative will draw thirty (30) total winners.
- D. Each entry drawn will receive \$250 cash and a Lottery prize pack including one (1) Lottery-branded T-shirt, one (1) Lottery-branded tire gauge, one (1) Lottery-branded water bottle, one (1) Lottery-branded key chain, one (1) Lottery-branded string bag, and one (1) entry for the NASCAR Championship Weekend™ at Phoenix Raceway® conducted by the Prize Provider. The total prize value is at least \$250.
- E. A person may win only once.
- F. The Lottery reserves the right to substitute prizes for any reason, including availability. The Lottery offers no express or implied warranty or guarantee of merchandise prizes.
- G. Entrants are responsible for checking their email spam folders or adjusting their email settings to accommodate emails from the Lottery and the Prize Provider.
- H. The Lottery, MUSL, NASCAR, Phoenix Raceway, their affiliates and each of their respective employees, shareholders, officers, directors, agents, successors, members, and assigns, and/or any of their affiliated entities are not responsible, 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, or misuse of the prize and/or any element thereof. All other costs and expenses related to acceptance and use of any element of the prize not specified herein as being provided may be the sole responsibility of prizewinner, including, without limitation, any fees, costs, and/or taxes related to the Minnesota Lottery's NASCAR Powerball Playoff™ promotion.

- I. By entering, players understand that if they win a prize, their name will be listed on the Second Chance winners page if their prize is valued at \$10,000 or less. A list of all prizewinners will be posted on the mnlottery.com winners page following the drawing and after prizewinners have been verified. The list will remain on the winners page for the duration of the Claim Period (as defined below).
- J. The name and city of prizewinners of prizes that include a cash payment of \$10,000 or less are public data. The Lottery will publish the name and city of prizewinners of prizes that include a cash payment of \$10,000 or less on mnlottery.com.
- K. By entering the Minnesota Lottery's NASCAR Powerball Playoff™, prizewinners of prizes valued at \$599 or less consent to full use of any and all information they provide on their entry form for publicity, public relations, and content creation purposes, including on Lottery social media channels and mnlottery.com, by the Lottery.
- L. Questions may be referred to the Lottery at (651) 635-8273, option 1, or cs.support@mnlottery.com.

4.2. **Claiming Prizes**

- A. A prize won in the Minnesota Lottery's NASCAR Powerball Playoff™ may not be assigned or transferred to another person. A merchandise or experiential prize may not be shared with another person under a prize-sharing agreement. Federal, state, or local taxes on any prize are the sole responsibility of the prizewinner. All applicable federal, state, or local laws apply.
- B. Prizes with a value of \$599 or less will be shipped to the address listed in the prizewinner's Account after the drawing in which they are awarded. The Lottery

and the Released Parties are not responsible for lost or misdirected delivery. Prizes returned to the Lottery may be claimed by the prizewinner during the Claim Period (as defined below). The prizewinner is responsible for providing their correct contact information and U.S. Postal Service mailing address.

- C. If a winner in this Minnesota Lottery's NASCAR Powerball Playoff™ wins an additional prize in the NASCAR Championship Weekend™ at Phoenix Raceway®, the winner must fill out and submit a Winner Affidavit form to the Lottery to claim the prize. If the claim is not validated by the Lottery, the claim will be denied, and the player will be notified immediately. If a prizewinner in is delinquent in the payment of Minnesota state taxes or owes a debt as defined in Minn. Stat. § 270A.03, subd. 5, any Lottery-branded merchandise will be forfeited, the amount due will be deducted from the value of the prize, and the Lottery will satisfy or partially satisfy the debt on the prizewinner's behalf. If any cash (or cash equivalents) remain after the Lottery has forwarded the proceeds of a cash prize to the Minnesota Department of Revenue, the prizewinner will be awarded the remaining cash.

4.3 Claim Period

All prizes in the Minnesota Lottery's NASCAR Powerball Playoff™ must be claimed within one (1) year of the date of the drawing from which the prize was awarded. All prizes in the NASCAR Championship Weekend™ at Phoenix Raceway® promotion must be claimed within the time periods listed in the Trip Prize Terms and Conditions or otherwise required by the Prize Provider. For prizes of \$600 or more or inquiries regarding lost, stolen, or misdirected prizes, the claim period ends at the close of business on the last day of the claim period that Lottery offices are open. Lottery offices are closed for the holidays and events listed on mnlottery.com, and one (1) or more Lottery offices may close unexpectedly due to weather or other unforeseen circumstances. The Lottery reserves the right to substitute prizes based on when the prize is claimed during the claim period. The Lottery will post the end of the claim period on mnlottery.com. Questions may be referred to the Lottery at (651) 635-8273, option 1, or cs.support@mnlottery.com. Prizewinners must contact the Lottery within one (1) year of the drawing date regarding a lost, stolen, or misdirected prize. Failure to report a prize not received within one (1) year will result in forfeiture of any prize won.

4.4 Allowance for Delay of Payment

The Lottery may delay payment pending a final determination by the Lottery under any of the following circumstances.

- A. if a dispute occurs or it appears likely that a dispute may occur regarding the prize;
- B. if a dispute occurs or it appears likely that a dispute may occur regarding the ownership of the entry;
- C. if there is any question regarding the identity of the claimant;
- D. if there is any question regarding the validity of the entry or the claim presented for payment; or
- E. if the claim is subject to any reduction for delinquent debts owed by the claimant under Minn. Stat. § 349A.08, subd. 8. No liability for interest for any delay will accrue to the benefit of the claimant pending payment of the claim.

4.5 Emergency Termination

If, for any reason, it is not possible to run all or any part of the Minnesota Lottery's NASCAR Powerball Playoff™ promotion as planned due to, without limitation, errors in these official rules or advertising for this promotion, tampering, unauthorized intervention, fraud, technical failures, human error, or any other cause beyond the control of the Lottery that, in the sole judgment of the Lottery, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this promotion, the Lottery and the Prize Provider reserve the right, at its sole discretion, to cancel, terminate, modify, or suspend the promotion.

5.1 Governing Law

By submitting an entry to this promotion, a player agrees to comply with and abide by these game procedures: Minn. Stat. § 349A (State Lottery); Minn. R. 7857 (Lottery Prize Payments); and all final decisions of the Director of the Lottery. All applicable federal, state, or local laws apply. Offer void where prohibited by law.

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 \$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 so on or before **Thursday, 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 any sanctioning body, racetrack property, and/or 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 prizing, 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 Raceway, 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 NASCAR POWRBALL 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.

National Association for Stock Car Auto Racing, LLC, Phoenix Speedway, LLC d/b/a Phoenix Raceway, and NASCAR Enterprises, LLC are not sponsors of this promotion. NASCAR®®, NASCAR Cup Series™, NASCAR Cup Series Playoffs™, NASCAR Cup Series Championship™ are trademarks are trademarks of the National Association for Stock Car Auto Racing, LLC. All trademarks are used with permission by their respective owners.

NASCAR POWERBALL PLAYOFF™ PROMOTION (2024)

TRIP PRIZE DESCRIPTION

The Trip Prize consists of a four-day, three-night VIP trip for the entry selected from a pool of Participating Lotteries' entrants (each a Finalist or collectively "Finalists") and one (1) guest to Phoenix, AZ ("PHX"), from approximately Friday, November 8, 2024 to Monday, November 11, 2024, to participate in a drawing for a prize in the amount of One Million Dollars (\$1,000,000) ("\$1 Million Prize") to be conducted Sunday, November 10, 2024, during the live television broadcast of the *NASCAR Cup Series Championship™ Race* on NBC ("Program") from Phoenix Raceway in Avondale, AZ. The Trip Prize approximate value is \$20,000 and shall include the following elements:

- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Finalist's city to PHX (if within 250 miles of PHX, rail or ground transportation to be substituted);
- Three (3) nights hotel accommodations (selected by Prize Provider in its sole discretion) in PHX (double occupancy, room and tax only);
- 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 4:00pm on Saturday, November 9, 2024
 - NASCAR Cup Series Championship™ Race at 1:00pm on Sunday, November 10, 2024
- Two (2) passes for VIP Experiences at Phoenix Raceway during NASCAR Championship Weekend™ for Saturday, November 9 and Sunday, November 10, 2024 including:
 - NASCAR Cup Series™ VIP access
 - 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) Racing Electronics Scanner Rentals for use while at Phoenix Raceway;
- Two (2) Souvenir Gift Bags, each with a retail value of at least two hundred fifty dollars (\$250);
- All meals while in PHX, including a Welcome Dinner on Friday, November 8, 2024; and
- Ground transportation to and from airports, hotel, and activities in PHX.

Finalists are not required to travel to PHX to participate in the drawing for, and remain eligible to win, the \$1 Million Prize. Finalists may appoint a proxy to take the trip instead, subject to the Trip Prize Terms and Conditions, and will still remain eligible to win the \$1 Million Prize.

- Finalist (or their proxy) may also have the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program, provided that Finalist completes and signs all required releases and forms and consents to a background check. If Finalist appoints a proxy, the proxy must complete and sign all required releases and clear the background check in order to take the trip. In the event that Finalist's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion,

either to (i) allow Finalist to appoint another proxy to take the trip (subject to background clearance and Prize Provider deadlines); or (ii) allow proxy to travel and to appoint a second proxy (selected by Prize Provider) to participate in the Program.

- For the avoidance of doubt, Finalist's eligibility to participate in the trip and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to complete and sign all required release and forms and/or to consent to a background check and/or by any information obtained pursuant to a background check, but those failures may affect the nature of his/her appearance and/or degree of participation in the Program. While Finalist's eligibility to participate in the drawing for the \$1 Million Prize is an element of the Trip 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 Trip 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 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.