

ADMINISTRATIVE BULLETIN NO. 479Z  
LOTTERY VIP SCRATCH AND CASH GIVEAWAY PROMOTION

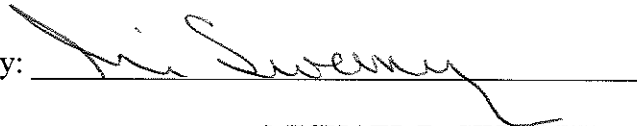
The purpose of this Administrative Bulletin is to outline the rules and regulations for the "Lottery VIP Scratch and Cash Giveaway" Promotion. The manner in which the contest is conducted shall be consistent with the Official Rules attached to this Administrative Bulletin.

The Executive Director reserves the right to amend this Administrative Bulletin if he deems it is in the best interest of the Lottery to do so.

The effective date of the Administrative Bulletin shall be June 23, 2017.

MASSACHUSETTS STATE LOTTERY COMMISSION

By: \_\_\_\_\_



MICHAEL R. SWEENEY  
EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

6.20.2017

**Massachusetts State Lottery Commission**  
**“Lottery VIP Scratch and Cash Giveaway” Promotion**

*Official Rules*

**1. GENERAL:** By participating in the “Lottery VIP Scratch and Cash Giveaway” Promotion (“the Promotion”), sponsored by the Massachusetts State Lottery Commission (“the Lottery”), the entrant acknowledges and agrees to all Official Rules. The Promotion Period begins Friday, June 23, 2017 at 6:00 a.m. and ends on Friday, August 11, 2017 at 3:00 p.m. (“the Promotion Period”). There is one Promotion Period. All times in the Promotion refer to Eastern Time. By participating in the Promotion, entrants agree to be bound by the Official Rules and by all decisions of the Executive Director of the Lottery, whose decisions are in his sole discretion and are binding and final. Failure to comply with the Official Rules will result in disqualification from the Promotion.

**2. ELIGIBILITY:** The Promotion is open only to members of the Lottery’s Red Carpet VIP Club (“VIP Club”). All members of the VIP Club must be 18 years of age or older. An individual who turns 18 years of age during the Promotion Period shall only be eligible for the Promotion Period on and after the date that the member turns 18 years of age. Individuals that are not currently VIP Club members may become eligible by registering for a VIP Club account at [www.masslotteryplayersclub.com](http://www.masslotteryplayersclub.com). Employees of the Lottery, Cox Media Group Northeast, LLC d/b/a WFXT-TV (“Cox”), and family members of employees of the Lottery or Cox, including any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of abode of any employee of the Lottery or Cox, and employees of the Lottery’s or Cox’s advertising agency, are not eligible to enter the Promotion or to win prize as a result of the Promotion.

**3. HOW TO ENTER:** There is one (1) method of entry (“Entry”) for the Promotion, as follows: at any time during the Promotion Period, VIP Club members shall enter by clicking on the promotional link posted on the Lottery’s website or Facebook or Twitter pages. Access to the promotional page will also be available on the VIP Club homepage. VIP Members will be directed to the VIP Club login page (if not logged in previously). They will log in using their VIP Club login email address and password. Once logged in, VIP members will be brought directly to the “Lottery VIP Scratch and Cash Giveaway” promotion page (“the promotion page”), where they will be asked to check a box certifying that they are submitting an entry into the promotion. Entrants shall enter by submitting their information through the VIP Club during the Promotion Period. Only valid entries through the promotional page during the Promotion Period shall be eligible to win. **LIMIT ONE ENTRY PER PERSON FOR THE PROMOTION.**

The Lottery reserves the right to disqualify entries that, to a reasonable person: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party’s personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which the Lottery wishes to associate (which may be determined by the Lottery, at its sole and absolute discretion); and/or (e) otherwise violate the terms of any of the agreements by which the entrant has agreed to abide as an entrant of the Promotion.

**4. SELECTION OF WINNERS:** There shall be two (2) winners who shall be randomly selected by the Lottery from all eligible entries posted during the Promotion Period. The winners shall be selected using a computer generated algorithm to randomly select two identification numbers from all eligible entries and shall be assigned numbers 1 and 2. Eight (8) additional entries shall be chosen as alternates, and shall be assigned numbers 3 through 10. The two winners shall receive notification by telephone and email

from the designated representative of the Lottery Marketing Department no later than 5:00 pm on Monday, August 14, 2017, that they have been chosen to win one of two prizes, and that they must respond to the Lottery no later than 5:00 pm on Tuesday, August 15. If either of the winners does not reply by 5:00 pm on Tuesday, August 15, alternate number 3 shall be notified by telephone and email that he/she has been chosen to win a prize, and that he/she must respond by 5:00 pm on Wednesday, August 16. If alternate number 3 does not contact the Lottery by 5:00 pm on Wednesday, August 16, alternates shall continue to be contacted in the same manner in ascending numerical order until two winners have contacted the Lottery. On Friday, August 18, the names of the two winners shall be announced on Boston 25 Morning News at the Lottery's Summer Quic Pic Sweepstakes 2017 event in Falmouth. In the event that the winners have not been confirmed by the Lottery as of air time on August 18, the names shall not be announced within the August 18 Boston 25 Morning News broadcast.

The winners shall appear in person on Friday, August 25th at the Lottery's Summer Quic Pic Sweepstakes 2017 event in Marshfield. If a winner is unable to attend the event on Friday, August 25, he/she may designate a person to stand in his/her place by fully executing a Proxy Form that will be provided by the Lottery. The winners and/or proxies must present proper identification and proof of the winner's Social Security number. The designated representative of the Lottery's Marketing Department shall present two sealed envelopes marked as Prize Envelope 1 and Prize Envelope 2. One prize shall be one hundred (100) \$30.00 200X Instant Game Tickets (which shall be purchased by Cox), and the other prize shall be a \$2,500 cash prize. Inside of each sealed envelope will be notification of which prize the winner shall receive. The notifications shall be placed inside an envelope and sealed by a member of the Lottery Compliance Department, who will maintain possession of the envelopes and deliver them to the event on Friday, August 25. The winner who was assigned the lower number shall choose first and shall be awarded the envelope of his/her choice, and the second winner shall be awarded the remaining envelope.

If any prize notification is undeliverable, or in the event of non-compliance with any of the Promotion rules, the prize shall be forfeited. The Lottery reserves the right to select an alternative winner. It shall be the sole responsibility of each entrant to notify the Lottery if his or her contact information changes. The Lottery shall not be responsible for false, incorrect, changed, incomplete or illegible contact information. Each entrant may win only one prize during the Entry Period.

**5. PRIZES:** Two (2) prizes shall be available to be awarded for the Promotion. There shall be no substitutions. Transfer of the prize is prohibited. The one hundred (100) \$30.00 200X Instant Game Tickets shall be awarded on Friday, August 25 in Marshfield; the \$2,500 cash prize shall be mailed to the winner at the address on the winner's VIP Account. Both winners shall provide age verification, a valid picture ID and proof of Social Security number.

All applicable federal, state and local taxes, and expenses, costs or fees associated with the acceptance and/or use of the prize shall be the sole responsibility of the winners. The one hundred (100) \$30.00 200X Instant Game Tickets shall be provided by Cox, which, through its designated accounting system, shall submit the appropriate tax forms to the appropriate agencies and to the winner. The \$2,500 cash prize is actually \$2,631.58 for tax reporting. The \$2,631.58 includes state withholding taxes based on the current rate at the time of the Promotion. The tax withholding rate is subject to change. The \$2,500 cash prize winner shall be liable for any federal income taxes that may be applicable.

**6. PUBLICITY RELEASE:** By entering the Promotion, the winner agrees that the sponsor, Cox, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers and each such company's officers, directors, employees, agents, representatives, and successors and assigns have the absolute right and permission to broadcast, publish, or otherwise use the winner's name, biographical information, and likeness in connection with the Promotion or for any commercial, publicity, or promotional purpose without limitation, review or approval, or compensation to winner and winner's parent/legal guardian.

**7. RELEASE AND LIMITATIONS OF LIABILITY:** By entering the Promotion, each entrant agrees on behalf of itself and each of entrant's heirs, executors, and administrators (a) to release and hold harmless the Lottery, Cox, their respective constitutional office, subsidiaries, affiliates, officers, directors, agents and employees, representatives, and successors and assigns (collectively the "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Promotion and/or his/her acceptance, possession, use, misuse or quality of prize or any portion thereof (including any travel related thereto); (b) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; and (c) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Lottery, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion at the Lottery's sole discretion.

**8. GENERAL CONDITIONS:** If the Promotion is not capable of running, as planned, for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Lottery which corrupt or affect the administration, security, fairness, integrity of the game or Promotion, the Lottery reserves the right in its sole discretion to disqualify any individual it believes has tampered with the Promotion process, and/or cancel, terminate, modify or suspend the Promotion, without any consequence whatsoever to any VIP Club member. The Commonwealth of Massachusetts, the Treasurer and Receiver General, the Lottery, Cox, and their Commissioners, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, incorrect information, printing and production errors, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries, (ii) are not responsible for any problems or technical malfunction of the Red Carpet VIP Club, any mobile networks, any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by the Lottery on account of technical problems, human error or traffic congestion, or any combination thereof, including any injury or damage to the entrant or any other person's mobile phone or device related to or resulting from participation in the Promotion.

**9. DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be brought and are subject to the exclusive jurisdiction of the state or federal court situated in the Commonwealth of Massachusetts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Massachusetts law, without reference to Massachusetts' choice of law rules, governs the Promotion and all aspects related thereto.

**10. WINNER ANNOUNCEMENT/OFFICIAL RULES:** For the names of the winners, available after the conclusion of the Promotion, send a self-addressed, stamped envelope to: Massachusetts State Lottery, "Lottery VIP Scratch and Cash Giveaway" Promotion, 60 Columbian Street, Braintree, MA 02184. For a copy of the Official Rules, please go to the Lottery's website or send a self-addressed, stamped envelope to: Massachusetts State Lottery, "Lottery VIP Scratch and Cash Giveaway" Promotion, 60 Columbian Street, Braintree, MA 02184. Please indicate that you are requesting a copy of the Official Rules.

**11. ODDS OF WINNING:** Odds of becoming a winner of the Promotion are wholly dependent on the total number of eligible entries received. There shall be up two (2) winners.

**12. PRIVACY:** Personally identifiable information that is submitted by an entrant as part of the Promotion shall be used to administer the Promotion, select the prize winners and fulfill the prizes, and will be treated in accordance with the privacy policy accessible at:  
<http://www.masslottery.com/privacy.html>.

**13. SPONSOR:** The Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, Massachusetts 02184.

**14. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documentation is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.