



Approved By: Beth Breonahan

Date: November 12, 2020

### THIRD AMENDMENT

#### DC LOTTERY "RADIO ONE" 2<sup>nd</sup> CHANCE CONTEST OFFICIAL CONTEST RULES

**PROMOTIONAL PERIOD: April 1, 2020 THROUGH November 20, 2020**

**1. CONTEST RULES.**

- A. These rules govern the Office of Lottery and Gaming's ("DC Lottery's") Radio One Scratcher 2nd Chance Contest ("Contest").
- B. The Coronavirus (COVID-19) pandemic is evolving and modifications to these rules may be required. These changes have been amended to extend the Promotional Period and extending the Grand Prize Drawing Entry Submission Deadline and the Grand Prize Drawing Date.
- C. By entering the Contest or by accepting a prize awarded through this Contest, each Contestant and Winner agrees to be bound by these rules.
- D. This Contest is conducted by the DC Lottery. Urban One, Inc. D/B/A Radio One (Urban One) is not a sponsor of this Contest and is in no way responsible for administering this Contest.

**2. PROMOTIONAL PERIOD.** The Contest is scheduled to begin on April 1, 2020 at 12:01 a.m. (EDT) and end on November 20, 2020 at 11:59 p.m. (EST) ("Promotional Period").

**3. ELIGIBLE ENTRIES.** Contestants must be eighteen (18) years of age or older to participate in the Contest. Officers and employees of the DC Lottery and their relatives living in the same household, DC Lottery contractors, vendors, Urban One and its officers, directors and employees, and other persons who are otherwise disqualified, are not eligible for entry into this Contest. Tickets that have been discarded by the original purchaser are not eligible for entry into this Contest. Each entry must be completed on [www.dclottery.com](http://www.dclottery.com) or on the official DC Lottery Second Chance Drawing Website. Each entry must include all required Contestant information including, but not limited to, Contestant's name, address, email address, and phone number, as well as the required code from each non-winning **Radio One** (Game No. 1449) scratcher ticket ("Qualifying Ticket"). Entries received after the Entry Submission Deadline will not be eligible for entry into the Contest. Contestants must make a qualified purchase in order to claim a prize. Entries must meet all eligibility requirements. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion (including, without limitation, at the DC Lottery's or any other entity's servers), are not eligible for entry into this Contest. Eligible Contestants may enter multiple times, subject to the entry requirements. Eligible Entries are only valid for the next drawing that occurs after entry into the Contest, except that all Eligible Entries will be included in the final Grand Prize Drawing. Persons

who have enrolled in the Office of Lottery and Gaming's ("Office's") Self-Exclusion Program or who have been placed on the Office's Involuntary Exclusion List are not eligible to claim a prize.

4. **HOW TO ENTER.** Every DC Lottery *Radio One* (Game No. 1449) scratcher ticket ("Ticket") will bear a ten (10) digit code under the scratch material at the bottom of the ticket front. During the Promotional Period, Contestants can use the ten (10) digit code to enter the Contest. Only non-winning Qualifying Tickets can be used to enter the Contest. One (1) entry per Qualifying Ticket. Contestants enter the Contest by going to [www.dclottery.com](http://www.dclottery.com) or the official DC Lottery Second Chance Drawing Website ([secondchance.dclottery.com](http://secondchance.dclottery.com)) and entering all required Contestant information and the required ten (10) digit code from a Qualifying Ticket. All entries must be received by the DC Lottery before the Entry Submission Deadline dates and times listed in the chart below. Contestants are not required to save their Qualifying Tickets once they are entered into the Contest.
5. **DRAWINGS AND PRIZES.** There will be fifteen (15) Drawings in this Contest. The Drawing Schedule for this Contest is as follows:

Drawing Number	Entry Submission Start Date at 12:01 a.m. (ET)	Entry Submission Deadline at 11:59 p.m. (ET)	Drawing Date	Number of Prizes	Prize
1	April 1, 2020	May 1, 2020	May 5, 2020	3	\$2,000
2	April 1, 2020	May 15, 2020	May 19, 2020	4	\$2,000
3	April 1, 2020	May 29, 2020	June 2, 2020	4	\$2,000
4	April 1, 2020	June 12, 2020	June 17, 2020	4	\$2,000
5	April 1, 2020	June 26, 2020	June 30, 2020	3	\$2,000
6	April 1, 2020	July 10, 2020	July 15, 2020	3	\$2,000
7	April 1, 2020	July 24, 2020	July 29, 2020	3	\$2,000
8	April 1, 2020	August 7, 2020	August 12, 2020	3	\$2,000
9	April 1, 2020	August 21, 2020	August 26, 2020	3	\$2,000
10	April 1, 2020	September 4, 2020	September 9, 2020	3	BBQ or Crab Feast from Ivy City Smokehouse * and \$500
11	April 1, 2020	September 18, 2020	September 23, 2020	3	BBQ or Crab Feast from Ivy City Smokehouse * and \$500

12	April 1, 2020	October 2, 2020	October 6, 2020	3	BBQ or Crab Feast from Ivy City Smokehouse * and \$500
13	April 1, 2020	October 16, 2020	October 21, 2020	3	BBQ or Crab Feast from Ivy City Smokehouse * and \$500
14	April 1, 2020	October 30, 2020	November 4, 2020	3	BBQ or Crab Feast from Ivy City Smokehouse * and \$500
15 Grand Prize Drawing	April 1, 2020	November 20, 2020	November 23, 2020	2	All-expense paid trip for 2 to the Salamander Resort and Spa**; including round trip limousine transportation and \$1,250

*\* **BBQ or Crab Feast from Ivy City Smokehouse:** DC Lottery will select 15 winners via the 2<sup>nd</sup> Chance Drawing and the winners will receive a \$250.00 BBQ or Crab Feast to dine in or be delivered to their home. Winner has up to two (2) years to use prize from the date won. Winner must live in the DMV\*\*\* to receive delivery.*

*\*\* **“Feel Like A Star” Grand Finale:** All- expense paid trip for two (2) to the Salamander Resort & Spa in Middleburg, VA; including roundtrip limousine transportation. Each winner’s package will include a 3-day, 2-night stay, meals provided at winner’s discretion (i.e. breakfast, lunch, and dinner), and the choice of two activities each day at the resort. Grand Prize Costs : Salamander 3-day/2-night stay plus meals and activities---\$3,780 - Roundtrip transportation---\$960 - Cash prize provided by DC Lottery---\$1,250 - Total Cost per grand prize winner---\$5,990. Winner has up to two (2) years to use prize from the date won. Winner must live in the DMV\*\*\* to receive the transportation to and from the resort.*

*\*\*\* **DMV** means up to a fifty (50) miles radius from the DC Lottery headquarters, located at 2235 Shannon Place SE Washington, DC 20020.*

## 6. SELECTION OF POTENTIAL WINNERS AND ALTERNATES.

- A. **Potential Winners.** The first three (3) Eligible Entries drawn in drawings one (1) and drawings five (5) through fourteen (14) shall be the Potential Winner of the prize package for that drawing. The first four (4) Eligible Entries drawn in drawings two (2) through five (5) shall be the Potential Winner of the prize package for that drawing. The first Eligible Entry in drawing fifteen (15) shall be the Potential Winner of the prize package for the Grand Prize Drawing.
- B. **Alternate Potential Winners.** Ten (10) additional Eligible Entries will be drawn as Alternate Potential Winners for each drawing numbered one (1) and drawings numbered

five (5) through fourteen (14). Twelve (12) additional Eligible Entries will be drawn per as Alternate Potential Winners for drawings numbered two (2) through five (5). Five (5) additional Eligible Entries will be drawn as Alternate Potential Winners for drawing number fifteen (15), the Grand Prize Drawing.

- C. Prizes not claimed by Potential Winners or Alternate Potential Winners will lapse and are forfeited. Alternate prize receipt is solely determined by the order in which the Alternate Potential Winners are drawn.

## **7. PRIZE NOTIFICATION, CLAIMS, AND FORFEITURE.**

- A. **Potential Winners.** Official notification from the DC Lottery to Potential Winners will be sent within five (5) business days of the Drawing Date by tracked US Mail sent to the mailing address provided by the Contestant when entering the Contest and by email sent to the email address provided by the Contestant when entering the Contest. Contestants are solely responsible for providing their correct mailing address and email address when entering the Contest. **Potential Winners must claim their prizes within thirty (30) days from the date of the Winner Notification Letter (“Claim Period”).** All required forms must be submitted when claiming the prize.

- i. **During the coronavirus (COVID-19) Public Emergency (Mayor’s Order 2020-46), declared on March 11, 2020, including any extension of those declared emergencies (“COVID-19 Emergency”), the DC Lottery’s Prize Center is closed to walk-in claims and all prize claims must be mailed. Prize Claims must be mailed to the DC Lottery’s Prize Center at the following address:**

**DC Lottery’s Prize Center  
2235 Shannon Place, SE  
Washington DC 20020**

**For additional information about mail in claims please call (202) 645-8000.**

- ii. After the COVID-19 Emergency has been lifted, Potential Winners can claim their prizes either in person at the DC Lottery’s Prize Center or by mail. To claim a prize in person, Potential Winners must schedule an appointment with the Prize Center by calling (202) 645-8000. To claim a prize by mail, Potential Winners must mail their Prize Claim to the DC Lottery’s Prize Center at the following address:

**DC Lottery’s Prize Center  
2235 Shannon Place, SE  
Washington DC 20020**

- iii. Potential Winners who fail to claim their prize as instructed within the thirty (30) day time limit will be disqualified and the prize will be forfeited.

- B. **Alternate Potential Winners.** Alternate Potential Winners, if any, will be contacted by email and certified mail using the email and mailing addresses associated with the Contestant's account when entering the Contest. Contestants are solely responsible for monitoring their email and mail for notification messages. **Alternate Potential Winners must claim their prizes within fifteen (15) days from the date of the Winner Notification Letter ("Claim Period").** All required forms must be submitted when claiming the prize.

- i. **During the coronavirus (COVID-19) Public Emergency (Mayor's Order 2020-46), declared on March 11, 2020, including any extension of those declared emergencies ("COVID-19 Emergency"), the DC Lottery's Prize Center is closed to walk-in claims and all prize claims must be mailed. Prize Claims must be mailed to the DC Lottery's Prize Center at the following address:**

**DC Lottery's Prize Center  
2235 Shannon Place, SE  
Washington DC 20020**

**For additional information about mail in claims please call (202) 645-8000.**

- ii. After the COVID-19 Emergency has been lifted, Potential Alternate Winners can claim their prizes either in person at the DC Lottery's Prize Center or by mail. To claim a prize in person, Potential Alternate Winners must schedule an appointment with the Prize Center by calling (202) 645-8000. To claim a prize by mail, Potential Alternate Winners must mail their Prize Claim to the DC Lottery's Prize Center at the following address:

DC Lottery's Prize Center  
2235 Shannon Place, SE  
Washington DC 20020

- iii. Potential Alternate Winners who fail to claim their prize as instructed within the fifteen (15) day time limit will be disqualified and the prize will be forfeited.

- C. **Winner Notification Letters and Acceptable Forms of ID.** Winner Notification Letters include a copy of these Official Contest Rules and information about how to claim the prize. The notification letter an Acceptance and Release Form that must be fully completed and signed and included with the mailed in prize claim. Potential Winners must also include copies of two (2) forms of identification in their mailed in prize claim in order to claim a prize. Acceptable forms of identification include: (a) a valid state issued Driver's License, or state issued Non-Driver's License, or a valid Passport and (b) an original Social Security card. The name used when entering the Contest must match the name on the identification presented when claiming a prize. Failure to provide acceptable identification may result in disqualification and forfeiture of the prize.

- D. **Drawing Results.** Drawing results will be posted on [www.dclottery.com](http://www.dclottery.com) within ten (10) business days from the date of the Drawing.

8. **INDEMNITY AND RELEASE.** By entering the Contest or by accepting a prize awarded through this Contest, each Contestant and winner agrees to release, indemnify, and hold harmless the Government of the District of Columbia, the DC Lottery, Radio One and its Entities, and their respective officers, employees, agents, representatives, co-promoters, advertising agencies and contractors ("Contest Entities") from liability for any claims arising out of, or related to this Contest.
9. **ACCEPTANCE AND RELEASE FORM.** Potential Winners, proxies and their guests must sign the DC Lottery's Acceptance and Release Form. The Acceptance and Release Form confirms the Potential Winner's compliance with these Official Contest Rules and other requirements. In addition, by signing the Acceptance and Release form, Potential Winners authorize the DC Lottery, without any further consideration, to use the Potential Winner's likeness and name, and the Potential Winner's city, county, and state of residence for advertising, reporting, and promotional purposes in any print, broadcast, electronic, internet, or other form or media whatsoever. Potential Winners also release the Contest Entities and their representatives from liability of any kind and from any claims arising out of this Contest or prizes awarded.
10. **PRIZES AND OTHER RESTRICTIONS.** Odds of winning any prize depend on the number of entries received for each drawing. The DC Lottery reserves the right to substitute prizes. A prize is not transferable once the winner has claimed. Winnings valued at more than \$600 will be reported to federal, state and District tax agencies.
11. **LIMITATION OF LIABILITY.** All decisions regarding the Contest including, without limitation, winner selection, disposition of a prize, payment of taxes, selection of alternates, photograph suitability for public display, application and interpretation of the Official Contest Rules, resolution of any dispute or Contest eligibility shall rest solely with the Executive Director of the DC Lottery ("Executive Director") or the Executive Director's designee and shall not be subject to appeal. The Executive Director may change the date, time and location of Drawings. The Contest is subject to cancellation at any time. The Executive Director reserves the right to change and supersede any outlined procedures or rules to handle unforeseen circumstances. The Contest Entities are not responsible or liable for entries or notifications and required documents that are not otherwise in compliance with these Official Contest Rules, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Eligible Entries into the Contest, or for failure to receive Eligible Entries due to transmission failures or technical failures of any kind and such noncompliant entries will be disqualified. By entering the Contest, each Contestant irrevocably agrees and acknowledges to be bound by the Official Contest Rules and all applicable laws, and decisions of the DC Lottery; to forever and irrevocably waive all of their rights to claim ambiguity with respect to the Official Contest Rules; and to forever and irrevocably release, indemnify, and hold harmless the Contest Entities and their respective subsidiaries, affiliates, officers, directors, employees, agents, representatives, successors and assigns (collectively the "Releasees"), from any liability, (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise from, result from or are in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the Contestant's Eligible Entry(s), participation or inability to participate in the Contest, (b) the violation of any privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Contest Rules or any Contest promotional materials, (d)

acceptance, attendance at, participation in, possession, defects in, use, misuse or inability to use the prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond the DC Lottery's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Contest Entities' control, or as otherwise permitted in these Official Contest Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Contest Entry (including, without limitation, the Entry Information or any parts thereof), (i) any system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider utilized by any of the Contest Entities or by a Contestant, (j) interruption or inability to access the Contest, the Website or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Contestant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, or any other destroyed, incomplete, undeliverable or damaged Contest Entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest Entities, or any of their agents or employees, (n) any wrongful, negligent, or unauthorized act of omission on the part of a prize supplier or any of its agents, servants, employees or independent contractors, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) or any other cause, condition, or event whatsoever beyond the control of Contest Entities or their parents, subsidiaries, and affiliated companies. Each Contestant hereby acknowledges that the Contest Entities have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact, or in law, relative to the prize or any component thereof.

12. **GOVERNING LAW AND VENUE.** This Contest shall be governed and construed in accordance with the laws and regulations of the District of Columbia. Venue shall be in an appropriate court of jurisdiction located in the District of Columbia.
13. **ENTRIES TO REMAIN THE PROPERTY OF THE DC LOTTERY.** All entries shall remain the property of DC Lottery and may be destroyed. No entries will be returned to Contestants.