



The POWERBALL X's & O's TM National Promotions Program Rules are comprised of, and the POWERBALL X's and O's TM National Promotions Program offered in South Carolina is governed by: (1) Act 59 of 2001, as and if amended; (2) the Regulations approved by the South Carolina Education Lottery Commission (SCEL); (3) the controlling documents relating to the Powerball® game and the MUSL Association Rules; (4) the material presented in this document; (5) the Software Functional Specification ("game specifications"); and (6) any practices and/or procedures utilized by SCEL or MUSL. The documents enumerated above are incorporated into the Game Rules by reference and are binding as if printed herein. Each document referenced shall have equal weight unless there is an ambiguity or inconsistency between or among the documents, in which case the document enumerated first shall control. As the official custodian of all MUSL approved documents related to this game, the copies on file with MUSL are the official documents. Amendments to these rules must be made in writing. The annotation(s) regarding adoption of or amendment to a section or specific provision refer to the date that item was approved by MUSL. Any comments and annotations presented herein are incorporated as information and are not necessarily binding.

**South Carolina Rules for the Powerball Xs & OsTM National
Promotions Program Offered on the Powerball® Official
Website (PowerballOfficial.com) and on the
Powerball® Official App***

OVERVIEW – Powerball Xs & Os Promotions

The Powerball Xs & Os lottery game offers additional ways to win various prizes when Players purchase and enter (manually or by scanning) information from a valid Powerball Xs & Os ticket on the Powerball Official Website or the Powerball Official App, and then selecting promotions which are available online, on mobile devices, and in certain jurisdictions, by mail-in vouchers**.

Players are required to establish an Account as provided below. Once the Account has been set up, Players can enter eligible Powerball Xs & Os tickets (Eligible Tickets), to receive Points which can be used as Entries to enter Promotional Drawings for chances to win various prizes. Anticipated prize categories may include gift cards, merchandise, NFL game tickets, and trip packages.

In jurisdictions where Players purchase Powerball Xs & Os tickets via iLottery, there will be no physical tickets to enter.

Once an iLottery Player has set up their Account, and links it to the respective iLottery account, the Player's purchases, starting on the day of linking and continuing, unless unlinked, will be added to their Account so the Player can accumulate Points and assign Entries accordingly. This process may take up to forty-eight (48) hours.

iLottery Players who do not set up an Account and link it to their iLottery account the same day of, or prior to a purchase will not receive Points for the Eligible Ticket purchase.

A Player's Account will display the number of Points earned from Eligible Ticket scans or manual entries. Players can decide which Drawings to enter. The number of Points to be used as Entries will correlate directly to the value of the Eligible Ticket scanned or manually entered. Entrants may experience promotional windows where the number of Entries is variable based on available multipliers offered on the Powerball Official App and/or the Powerball Official Website.

Up until the time provided on the Powerball Official Website or Powerball Official App for allocating Entries for a Promotional Drawing, Players can change which prize they would like a chance to win by reallocating any Entries previously assigned.

PRIZE AWARDS

Winners of promotional prizes must meet the following qualifications:

- Players' names selected via an official Promotional Drawing
- Players respond to all applicable deadline(s) associated with the prize
- Players have no offsets

Any Player selected or drawn who does not respond in the timeframe required by the Promotional Drawing will be disqualified, and an alternate winner will be selected.

Experiential and other prizing may require Players to sign release forms that waive their rights to anonymity in jurisdictions that allow for the same.

ELIGIBLE TICKETS

Only current Powerball Xs & Os Tickets will be Eligible Tickets and accepted into a Player's Account. Selling Lotteries, lottery vendors, lottery retailers, MUSL, and MUSL vendors will not be responsible for entering Eligible Tickets for any Account holder.

PROMOTIONAL PRIZES

To enter a Promotional Drawing, Players must create and log into their Account. Eligible Tickets are calculated as Points, which can be used to allocate Entries, for chances to win promotional prizes in various prize categories.

CLAIMING PRIZES

Winners of any promotional prize will be notified by email, text, or phone call. It is the Player's responsibility to provide and maintain current and correct contact information. Winners of a promotional prize will find prize fulfillment requirements on the applicable Selling Lottery's website.

DEBT OFFSETS, TAXES, AND CLAIMS PROCESS***

No debt offsets will be performed on prizes valued at \$499 or less.

Debt offsets, taxes, and other claims processes for prizes valued at more than \$499 will undergo this procedure:

Players who live in a jurisdiction that offers the game:

Offsets, taxes, and other claims processes will be performed by the Selling Lottery located in the jurisdiction in which a Player resides, as established on their Account.

Players who live in a jurisdiction that does not offer the game, or that does not have a lottery:

Offsets, taxes, and other claims processes will be performed by the Selling Lottery that sold the Eligible Ticket last entered by the Player. In other words, the most recently entered Eligible

Ticket will determine which Selling Lottery will perform the offset, taxes, and other claims processes.

Prizes that include trips to NFL games or other venues will have specific participation terms and conditions. Winners of a trip prize will need to be available for travel on certain dates, may be allowed one guest (with some restrictions) who will travel on the same itinerary, and will be required to fill out and sign certain documents, including but not limited to an appearance and liability release, emergency medical release, winner information form, and a background investigation form in some instances. Winners may have the option to designate a proxy to attend an event on the winners' behalf in certain jurisdictions. Notification timelines as described in the Promotional Drawing and prize descriptions for the applicable Drawings in the app. Failure to comply with any notification or other requirements may result in forfeiture of the prize.

1. DEFINITIONS

“Account” means a Player has registered and provided all required personal contact information on PowerballOfficial.com or on the Powerball Official App, each of which is operated, and managed by MUSL. Accounts on Selling Lotteries' websites or mobile apps are not included as an Account for purposes of the Powerball Xs & Os Promotion.

An Account must be associated with only one (1) Player. Each Selling Lottery has age requirements that must be met by a Player residing or purchasing a ticket in that Selling Lottery's jurisdiction.

“Claim” or **“Claim Period”** means the specific time frame for the prize package associated with the Promotional Drawing in which a Player must provide a written claim form to the applicable Selling Lottery, which may be the lottery located in the jurisdiction in which the Player resides.

“Eligible Ticket” means a Powerball Xs & Os game ticket purchased from a Selling Lottery's authorized retailer that is entered or scanned into the Player's Account no more than 90 days from the date of the last Powerball Xs & Os drawing for which a Play(s) was (were) purchased. No other game tickets, other than an official Powerball Xs & Os Eligible Ticket can be used for entry into Promotional Drawings.

“Eligible Ticket” for iLottery Players means a Powerball Xs & Os game ticket purchased from a Selling Lottery, and the iLottery purchaser has an Account that was set up and linked to their iLottery account before or on the same day of the purchase.

“Entry” or **“Entries”** means those additional chances awarded for each Powerball Xs & Os Play that can be used to win promotional prizes. For every dollar (\$1.00) spent on the Powerball Xs & Os game, one Point will be awarded; each Point awarded can be used as an Entry into a Promotion. Promotional windows may be made available where Eligible Tickets can be multiplied for additional available Entries.

“MUSL” means the Multi-State Lottery Association.

“Player” or **“Entrant”** means a person who is a resident of the United States, including the District of Columbia, and U.S. territories, and who has purchased an Eligible Ticket, established an Account, entered Eligible Ticket information, and has complied with the requirements as provided in these and the jurisdictional rules as may be provided by the applicable Selling Lottery.

“Play” means one set of eight (8) NFL Team logos chosen in the Powerball Xs & Os lottery game. Multiple Plays may be shown on an Eligible Ticket.

“Points” means the number of allowances per each Powerball Xs & Os Play on an Eligible Ticket that can be used for Entries into various Drawings. Points are awarded for each Powerball Xs & Os Play purchased and can be used as Entries for the chance to win promotional prizes.

“Powerball® Official App” or “Powerball® Official mobile App” means the mobile app, which is owned and managed by MUSL, hosted by a third-party, and is available for download on the Powerball Official Website, Apple App Store, and Google Play.

“Powerball® Official Website” means the website found at <https://www.PowerballOfficial.com> (and linked at <https://www.powerball.com>) owned and managed by MUSL and hosted by a third-party.

“Powerball Xs & Os™ Promotion” or “Powerball Xs & Os™ Promotions” means additional opportunities to win prizes through Promotional Drawings in conjunction with the purchase of an Eligible Ticket for the Powerball Xs & Os lottery game. Terms and conditions of any Powerball Xs & Os Promotion may change in the sole discretion of the Selling Lotteries.

“Promotional Drawing” or “Promotional Drawings” or “Drawing” or “Drawings” means those Drawing(s) that are specific to the Powerball Xs & Os™ Promotion and Powerball Xs & Os™ Promotion(s).

“Selling Lottery” or “Selling Lotteries” means individually, a lottery that operates and offers the Powerball Xs & Os Game, and collectively the lotteries that operate and offer the Powerball Xs & Os lottery game and the Powerball Xs & Os Promotion.

2. DESCRIPTION

A. The Powerball Xs & Os Promotion™ may offer gift cards, cash, merchandise, free plays to play a lottery game, travel/experiential trips, or other prizes as determined by the Selling Lotteries. Drawings for prizes will be held on a schedule as determined by the Selling Lotteries, and as provided on the Powerball Official App and the Powerball Official Website.

B. Players must set up an Account as defined in these rules to enter the Powerball Xs & Os Promotion*.

C. Once an Account has been established, a Player will scan or manually enter the barcode located on each Eligible Ticket to earn Points, which can then be used as Entries to the prize Drawing(s) they choose to enter.

3. ELIGIBILITY

A. To enter, an individual must create an Account on the Powerball Official Website: (www.PowerballOfficial.com) or on the Powerball Official App, provide all necessary information to complete a verified registration, and be of legal age to play the lottery in the state in which they reside, or, in the state in which they purchase a Powerball Xs & Os Game Eligible Ticket, and in either instance, not otherwise prohibited from playing.

B. Prizes with a total value of more than \$5,000 will include an additional amount added to the stated prize value to cover the taxes the recipient will owe on that prize (“gross up”) so that jurisdictions are not required to collect federal or state taxes before awarding the prize. Eligibility will also be governed by the Prize Awards section above.

4. ENTRY**

A. A Player may participate in the Powerball Xs & Os promotion by creating or having an Account as described above, logging into their Account, providing all required registration information in its entirety which will be verified to ensure eligibility and age requirements, and manually entering or scanning the required Eligible Ticket information when prompted.

B. Each Play on an Eligible Ticket entered will receive a designated number of Points that can be used as an Entry or Entries into additional Drawings for a chance to win a prize. A Player may enter more than once; however, a Player may use only one (1) unique Eligible Ticket number or barcode per Entry. Multiple scans or

manual entries using the same Eligible Ticket serial number or barcode, and scans and manual entries made via automated computer scripts or other programming techniques will result in respective Player Accounts and all Points therein being disqualified at MUSL's sole discretion.

C. Each Entry must correspond to only one (1) person. Players with an Account can enter multiple Eligible Tickets.

D. An attempt to electronically submit an Eligible Ticket that has already been submitted will generate an error message informing the Player that the Eligible Ticket has already been submitted and may not be resubmitted.

E. Ineligible entrants are the following people:

1. A Selling Lottery employee, officer, director, board member, or commissioner.
2. Employees of a Selling Lottery's central gaming system vendor(s), as each Selling Lottery may designate.
3. An employee of the Multi-State Lottery Association.
4. Other people as each Selling Lottery may designate.
5. Any person residing in the same household as an individual described in 1, 2, 3, and 4 above.
6. Persons designated as ineligible to play the Powerball Xs & Os game in any Selling Lottery jurisdiction shall be also ineligible to enter the Powerball Xs & Os promotions in all other Selling Lottery jurisdictions.

F. MUSL and the Selling Lotteries are not responsible for the following events: delayed, lost, or misdirected electronic, mailed, or any other types of submissions as may be allowed by a Selling Lottery; connectivity issues involved in the Player's access to the Powerball Official Website or Powerball Official App; or data entry errors by Players.

G. A Player who submits an Entry is responsible for providing their correct contact information and U.S. Postal Service mailing address. Prizes must be claimed, and, if applicable, any debt offsets are satisfied as determined by the procedure noted above, within the claim period or will be forfeited. The claim period for each Drawing will be stated in the description of the Drawing in which it is entered.

H. An Entry for a ticket(s) determined by MUSL or the Selling Lottery to be in a stolen status will be disqualified and will not be considered an Eligible Ticket.

I. If a Player has deleted their Account, any Points earned or Entries submitted before the Account was deleted will not be eligible for any promotional prize. Any Eligible Tickets a Player has entered before deleting their Account are not allowed for re-entry should a Player establish a subsequent Account.

J. By participating in the Powerball Xs & Os promotion, Players agree to comply with these rules, any additional rules required by the jurisdiction in which they purchased the Eligible Ticket, and the decision(s) of the Selling Lottery regarding award or fulfillment of any prize won in the Powerball Xs & Os promotion. For the avoidance of doubt, the Selling Lottery's decision regarding eligibility and prize awards will be final and binding in all respects.

K. An Entry will be considered invalid if it does not meet all requirements for eligibility provided in these rules.

5. PRIZE CLAIM REQUIREMENTS

A. The Powerball Xs & Os promotional prizes are not transferable or assignable.

B. RESERVED.

C. RESERVED.

D. Except where prohibited by law, acceptance of a promotional prize constitutes prize winner's permission for MUSL, the Selling Lotteries, and the NFL to use the prize winner's name, photograph, likeness, voice, biographical information, statements, and address (city, state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without compensation.

If the process set forth in the preceding paragraph is prohibited by law, experiential and other prizing may require participants to sign release forms that waive their rights to anonymity in jurisdictions that allow for the same, or, consent to a proxy who will participate in certain prizing elements on behalf of the prize winner.

6. DRAWING DATES and PRIZES

The Selling Lotteries will determine when the Promotional Drawings will be held, and will provide detailed information on each Drawing sequence on the Powerball Official Website and the Powerball Official App.

7. WINNERS

Depending on availability, the Selling Lotteries may, but are not required to reserve the right, in their sole discretion, to substitute any prize with an alternate prize of equal or greater value.

8. DURATION

The Powerball Xs & Os promotion(s) will be provided on dates and times as may be determined the Selling Lotteries. Information about specific promotions will be provided on the Powerball Official Website and on the Powerball Official App. The Selling Lotteries reserve the right to end the Powerball Xs & Os promotion at any time and for any reason. Points and Entries retain no value after the Powerball Xs & Os promotion ends.

VOID WHERE RESTRICTED OR PROHIBITED BY LAW. TERMS SUBJECT TO CHANGE IN THE SOLE DISCRETION OF THE LOTTERIES SELLING THE POWERBALL XS & OS GAME AND OFFERING THE POWERBALL XS & OS PROMOTION.

LIMITATION OF LIABILITY: THE MULTI-STATE LOTTERY ASSOCIATION (MUSL), EACH SELLING LOTTERY, THE THIRD PARTY THAT IS OPERATING AND HOSTING THE POWERBALL OFFICIAL APP AND THE POWERBALL OFFICIAL WEBSITE, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, AND THE NFL ENTITIES (DEFINED AS NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, INC., NFL VENTURES, L.P., NFL ENTERPRISES LLC, AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES), AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, WHOLESALERS, RETAILERS, DISTRIBUTORS, SUPPLIERS, ADVERTISING AND PROMOTION AGENCIES (collectively, the "RELEASED PARTIES") ARE NOT RESPONSIBLE FOR ERROR, INTERRUPTION, DELETION, OR DELAY IN OPERATIONS, TECHNICAL INTERRUPTIONS, INCLUDING NETWORK, TELEPHONE EQUIPMENT, ELECTRONIC, COMPUTER, HARDWARE, OR SOFTWARE MALFUNCTIONS OF ANY KIND, OR INACCURATE TRANSMISSION OF OR FAILURE TO RECEIVE AN ENTRY(IES). ALL ENTRIES RECEIVED WILL BECOME PROPERTY OF THE RELEASED PARTIES AND MAY BE MAINTAINED AS PART OF THE RELEASED PARTIES' PROMOTIONAL RECORDS. THE RELEASED PARTIES RESERVE THE RIGHT TO CANCEL OR MODIFY THE PROMOTION(S) IF: SAID PROMOTION(S) BECOME TECHNICALLY OR OTHERWISE CORRUPTED. RELEASED PARTIES RESERVE THE RIGHT TO DISQUALIFY ANY INDIVIDUAL FOUND TO BE TAMPERING OR ATTEMPTING TO TAMPER WITH THE OPERATION OF THE PROMOTION(S); TO BE ACTING IN VIOLATION OF THESE OR THE SELLING LOTTERIES' OFFICIAL GAME RULES; OR TO BE ACTING WITH THE INTENT TO DISRUPT THE NORMAL OPERATION OF THE PROMOTION(S). ENTRANTS AGREE THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND ARE HEREBY RELEASED FROM ANY AND ALL COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KINDS, INCLUDING WITHOUT LIMITATION, DEATH AND BODILY INJURY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATION IN THE PROMOTION(S) OR ANY PROMOTION(S)-RELATED ACTIVITY, OR FROM ENTRANTS' ACCEPTANCE, RECEIPT, POSSESSION, CLAIMING, AND/OR

USE OR MISUSE OF ANY PRIZE, AND THAT THE RELEASE PARTIES HAVE NOT MADE ANY WARRANTY, REPRESENTATION, OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO ANY PRIZE, INCLUDING WITHOUT LIMITATION TO SUCH PRIZES' QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

*The Powerball Official mobile app will be available soon.

**Players who purchase a Powerball Xs & Os Eligible Ticket in some jurisdictions may be required by law to enter the promotion by mail-in voucher, which may be provided at the time of purchase. More information about the requirements can be found on the applicable lottery's website.

***Other jurisdictional statutory and regulations may apply.

The NFL, the NFL Properties LLC, and the NFL Member Clubs that comprise the National Football League are not sponsors of, and do not manage or otherwise operate the Promotion(s). All trademarks are owned by, and are used with permission of, the NFL Properties LLC.

The trademark "POWERBALL®" is owned by the Multi-State Lottery Association; the USPTO application for the trademark POWERBALL XS & OS™ word and design has been jointly filed for registration by the Multi-State Lottery Association and the NFL. All rights reserved.

Please remember to play this game, and all lottery games, responsibly.

The Powerball® Official App and Powerball® Official Website may provide information regarding winning tickets, numbers drawn, promotional entries, or other announcements for informational purposes only. The Multi-State Lottery Association, its members, directors, employees ("MUSL"), and third-party independent contractors that provide the Powerball Official App, Powerball Official Website, and/or information on either platform, make no express or implied representations, warranties, and/or guarantees of any kind as to the accuracy, reliability, or completeness of the information contained on the Powerball Official App and the Powerball Official Website. Official draw results and the applicable jurisdictional requirements prevail in the event of a discrepancy.

MUSL and its third-party independent contractors expressly disclaim all responsibility and liability for inaccuracies, errors, or timeliness of information provided on the Powerball Official App, Powerball Official Website, and/or any use, or misuse of the information by the users. Prize validation, offsets, tax withholding, and other prize claim processes will be administered by the applicable Selling Lottery, or the Selling Lottery in which the Player resides. All winning Powerball Xs & Os tickets must be redeemed in the jurisdiction in which they are sold.

The Powerball Official App and Powerball Official Website may contain links to other websites or apps, and MUSL does not manage, operate, endorse, or control the information contained therein, including any privacy terms and conditions.

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