

## Rules Governing New Jersey Lottery Scratch-Offs Games

The following rules are specific to **MILLION DOLLAR REPLAY** and supplement the general rules governing New Jersey Lottery Scratch-Offs games adopted by the New Jersey State Lottery Commission pursuant to authorization contained in N.J.S.A. 5:9-7(a).

NAME:

**MILLION DOLLAR REPLAY**

OVERVIEW:

The **MILLION DOLLAR REPLAY** program offers Participants a second chance to win up to \$1,000,000 with eligible non-winning New Jersey Lottery Scratch-Offs tickets. To participate in the program, Participants are required to enter their non-winning Scratch-Offs tickets online at the New Jersey Lottery VIP Club website or via the official NJ Lottery mobile application. For every \$10 in qualifying tickets submitted through the Entry page on the New Jersey Lottery's VIP Club website or the official NJ Lottery mobile application, a player will earn one (1) Entry into the next Quarterfinal Drawing to be eligible to be selected as a finalist in a Grand Prize Drawing. Participants must be a registered member of the New Jersey Lottery's VIP Club in order to participate.

For each Promotional Period there will be four (4) Quarterfinal Drawings and one (1) Grand Prize Drawing. Each Quarterfinal Drawing will select one hundred (100) entries, who will each win a \$250.00 Consolation Prize. The Grand Prize Drawing will award fifteen (15) Prizes ranging from \$10,000 up to \$1,000,000.

## **I. MILLION DOLLAR REPLAY Definitions**

**Alternate:** means a Participant selected during a Quarterfinal Drawing as one (1) of fifty (50) Alternates and who has been verified and certified as an Alternate pursuant to these Official Game Rules. An Alternate shall be elevated to a Quarterfinalist upon disqualification of a Potential Winner or Quarterfinalist.

**Claimant:** means a Potential Winner submitting a **MILLION DOLLAR REPLAY** Official Prize Claim Form within the required Promotional Period to collect a prize for **MILLION DOLLAR REPLAY**.

**Consolation Prize:** means the amount of \$250.00 awarded in connection with each Quarterfinal Drawing and will result in one (1) Entry into the Grand Prize Drawing.

**Director:** means the Executive Director of the New Jersey Lottery.

**Eligible Non-Winning Scratch-Offs Ticket:** means a Scratch-Offs ticket of any denomination that is (i) identified as an eligible game on the Eligible Games page of the VIP Club website, (ii) not expired at the time of entry into the drawing pool, per the published expiration date, (iii) not a winning ticket, and (iv) not submitted as part of any earlier **MILLION DOLLAR REPLAY** Entry.

**Entry Period:** means the time during which Entries may be made, as delineated within the Promotional Period Entry Schedule in Section II of these Official Game Rules.

**Entry:** means any combination of Eligible Non-Winning Scratch-Offs Tickets totaling ten dollars (\$10), or multiples thereof. For example, a non-winning Scratch-Offs ticket that had a retail price of thirty dollars (\$30) shall constitute three (3) entries. An Entry must consist of non-winning Scratch-Offs ticket(s) worth \$10 at the time the tickets are entered online, subject to any Promotion conducted by Lottery during the Entry Period. The term "Entry" includes any "Promotional Entry" as that term is defined herein.

**Game Table:** means the online table that contains a comprehensive listing of the games whose non-winning tickets are eligible for Entry in **MILLION DOLLAR REPLAY**.

**Grand Prize(s):** means the amount(s) awarded during the Grand Prize Drawing, as defined in the Official Game Rules.

**Grand Prize Drawing:** means the drawing conducted from the eligible Quarterfinalist entries at the conclusion of the Promotional Period for **MILLION DOLLAR REPLAY**.

**Lottery:** means the New Jersey Division of State Lottery.

**Million Dollar Replay Official Prize Claim Form or Official Claim Form:** means the Official Prize Claim Form a Claimant must complete and submit to collect a Prize for **MILLION DOLLAR REPLAY**.

**Official Game Rules:** means these rules.

**Participant:** means a person who is at least 18 years old and a registered VIP Club member who is submitting Entries for participation in a Quarterfinal Drawing. Corporations, Lottery Retailers, including names listed on any official Agent Lottery License as associate owner(s) and associate

non-owner(s), registered courier services, associations, and groups may not participate in the **MILLION DOLLAR REPLAY** program.

**Potential Winner:** means a Participant selected during a Quarterfinal Drawing as a potential Quarterfinalist, but who has not yet been verified and certified as an actual Quarterfinalist pursuant to these Official Game Rules.

**Promotion:** means promotional offers to support specific Scratch-Offs where during certain times of the year and for certain specific Scratch-Offs, entries into the **MILLION DOLLAR REPLAY** system will be multiplied.

**Promotional Entry:** means an Entry, where the Entries' value may be less than \$10, but is comprised of eligible Scratch-Offs ticket(s) at the time of a Promotion.

**Promotional Period:** means four (4) Quarterfinal Drawings and one (1) Grand Prize Drawing as defined in Section II of these Official Game Rules.

**Quarterfinal Drawing:** means the drawing conducted from the eligible Entries during the Promotional Period that determines eligibility for the Consolation Prize and participation in the Grand Prize Drawing.

**Quarterfinalist:** means a Participant selected during a Quarterfinal Drawing as one (1) of one-hundred (100) Quarterfinalists and who has been verified and certified as a Quarterfinalist pursuant to these Official Game Rules.

**Unclaimed Prize/Unclaimed Prize Reserve:** means any Prize for a winning Lottery ticket that has not been presented for payment within the Claim Limitation Period. Such Prizes are forfeited and a portion of which are set aside to fund the **MILLION DOLLAR REPLAY** Consolation Prizes and Grand Prizes.

**VIP Club:** means the free online membership club of the Lottery. The website of which will be utilized by Participants to submit Entries.

## **II. 2024 PROMOTIONAL PERIOD ENTRY SCHEDULE:**

| <u>Draw</u>    | <u>Entry Period Start</u> | <u>Entry Period End</u> | <u>Drawing Date</u>        |
|----------------|---------------------------|-------------------------|----------------------------|
| Quarterfinal 1 | January 01, 2024          | March 31, 2024          | April 01, 2024             |
| Quarterfinal 2 | April 01, 2024            | June 30, 2024           | July 01, 2024              |
| Quarterfinal 3 | July 01, 2024             | September 30, 2024      | October 01, 2024           |
| Quarterfinal 4 | October 01, 2024          | December 31, 2024       | January 02, 2025           |
| Grand Prize    |                           |                         | On or about March 14, 2025 |

**Note:** All dates are subject to change. The Grand Prize Drawing date may be adjusted at the discretion of the Director. Please see the **MILLION DOLLAR REPLAY** website for the most current drawing information. The Entry deadline is 11:59:59 pm, Eastern Time, on the night of the Entry Period End.

## **III. HOW TO ENTER:**

1. Participants in the **MILLION DOLLAR REPLAY** program must create a free account on the VIP Club website or via the official NJ Lottery mobile application. Participants then generate Entries by entering any combination of \$10 worth of Eligible Non-Winning Scratch-Off Tickets through their VIP Club account. To the extent you access the **MILLION DOLLAR REPLAY** program on the NJ Lottery mobile application through an Apple device,

please be advised that the **MILLION DOLLAR REPLAY** program is not associated with, sponsored, endorsed or administered by Apple.

2. Entries will be received via the official NJ Lottery mobile application or online via the internet only at the Lottery's VIP Club. No mail Entries are allowed.
3. When registering for a VIP Club account, a Participant must complete a registration form by filling out all of the required information on the form, and among other things, acknowledging that the player is eighteen (18) years of age or older. Failure to include any of the required information, or failure to keep the information current, may result in a claim being denied.
4. A Participant will be considered ineligible and their Entries voided if the Lottery determines that the Participant provided false ticket or membership information.
5. At the discretion of the Director, a Participant may be deemed ineligible and their Entries voided if the Participant has entered the **MILLION DOLLAR REPLAY** program using multiple VIP Club accounts.
6. Each Entry and/or Promotional Entry into the drawing pool must consist of exactly \$10 worth of Eligible Non-Winning Scratch-Offs Ticket(s) including any combination of ticket(s) which equals exactly \$10. Except that: one (1) ticket from a \$20 game will constitute two (2) Entries into the drawing pool and one (1) ticket from a \$30 game will constitute three (3) Entries into the drawing pool.
7. The Participant must submit each Entry via the official NJ Lottery mobile application, by scanning the PDF barcode underneath the scratch-off material play area, or online via the VIP Club website at NJLottery.com using the 5-digit game number along with the 14-digit number found underneath the scratch-off material play area of each ticket. Upon submission of the Scratch-Offs ticket(s), the VIP Club website or the official NJ Lottery mobile application will confirm acceptance of the Entry.
8. An Entry may be submitted into the **MILLION DOLLAR REPLAY** program one (1) time only.
9. Eligible Entry criteria shall be governed by the **MILLION DOLLAR REPLAY** eligible Game Table published on NJLottery.com.
10. Eligible Non-Winning Scratch-Offs Ticket(s) entered into Lottery Bonus Zone may also be eligible for entry into a **MILLION DOLLAR REPLAY** Drawing.
11. The number of Entries any one (1) individual may enter shall be limited to 25 entries in any 24 hour period. The Entry limit does not apply to **MILLION DOLLAR REPLAY** promotions. The Lottery reserves the right to further limit the number of Entries and Promotion Entries any one (1) individual may enter during a 24 hour period or other given time period.
12. The Lottery, in its sole discretion, may require a Potential Winner to submit the Entry as proof of purchase in the event their Entry is selected in any Drawing. Participants shall sign the back of and retain their tickets from the Drawing Date of the Quarterfinal Drawing in which the Potential Winner was selected until the verified Quarterfinalists Winners list is posted to the Lottery website.
13. In the event ownership of an Entry is disputed, the Entry shall be credited to the account of the Participant who first entered the Entry into the Drawing. Subsequently, if the physical Entry is found to be rightfully in the possession of another Participant, the Director shall have the discretion to make a determination regarding such Entry. The determination of the Director shall be final.
14. Entries shall be entered in accordance with the 2024 Promotional Period Entry Schedule in Section II of these Official Game Rules.
15. All persons must meet the criteria of a Participant as defined in Section I of these Official Game Rules.
16. The Lottery's VIP Club member profile must include a valid complete name, address, email address and phone number at the time of the Drawing to be eligible for any Quarterfinal Drawing or Grand Prize Drawing. At the discretion of the Director, failure to provide complete valid name, address, email address and phone number may be cause for disqualification.

17. The Lottery, in its sole discretion, may disqualify a Participant or Claimant from participating in any aspect of the **MILLION DOLLAR REPLAY** Drawings if they deem or suspect that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Official Game Rules; (b) damaging, tampering with or corrupting the operation of the NJ Lottery website or mobile application; (c) acting with intent to annoy, harass or abuse any other person; (d) use of any automated bot, macro, script or other robotic, mechanical, programmed or automated devices to submit data to the NJ Lottery website or mobile application; (e) repeated attempts to submit multiple entries using the same ticket and serial number; (f) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (g) activity deemed to be generally inconsistent with the intended operation of the **MILLION DOLLAR REPLAY** Drawings.
18. In the event that a Participant selected in any of the **MILLION DOLLAR REPLAY** Quarterfinal Drawings is deceased prior to being verified and certified as a Quarterfinalist, the Prize will not be transferrable and an Alternate will be selected from the same quarter the deceased Participant was selected from. In the event the Participant is deceased after being verified and certified as a Quarterfinalist, the Consolation Prize and any Grand Prize Drawing Prizes won will be paid to the estate of the decedent. No proxy will be permitted to attend the Grand Prize Drawing event.
19. By submitting your Entry via the official NJ Lottery mobile application or via the Lottery VIP Club at [www.NJLottery.com](http://www.NJLottery.com), you give the Lottery permission to announce and publish your name and likeness and the name of your hometown for marketing and/or promotional purposes if you win a Prize in a **MILLION DOLLAR REPLAY** Quarterfinal and/or Grand Prize Drawing.

**IV. MILLION DOLLAR REPLAY QUARTERFINAL DRAWING PRIZES:**

There will be four (4) Quarterfinal Drawings that shall commence with the Entry Period Start of Quarterfinal Draw #1 and conclude with the Entry Period End of Quarterfinal Draw #4. Each of the four (4) Quarterfinal Drawings will select one-hundred (100) Entries to be entered into the final Grand Prize Drawing.

| Quarterfinal Drawing<br>Prize Structure |                 |              |                   |
|---|-----------------|--------------|-------------------|
| <u>Tier</u>                             | <u># Prizes</u> | <u>Prize</u> | <u>Prize Cost</u> |
| Consolation Prize                       | 100             | \$250        | \$25,000          |

For the Quarterfinal Drawing:

- A. Participants need not be present to win.
- B. Participants will be notified via notification to the registered member's VIP Club account or the official NJ Lottery mobile application.
- C. Claimants will be mailed a \$250 Consolation Prize check following verification and qualification as described in these Official Game Rules. The \$250 Consolation Prize check will be mailed to the address registered on the VIP Club member's account.

**V. MILLION DOLLAR REPLAY GRAND PRIZE DRAWING:**

There will be one (1) Grand Prize Drawing conducted and the following Grand Prizes will be awarded:

Grand Prize Drawing  
Prize Structure

| <u>Tier</u> | <u># Prizes</u> | <u>Prize</u>         | <u>Prize Cost</u> |
|-------------|-----------------|----------------------|-------------------|
| First       | 1               | \$1,000,000 Annuity* | TBD               |
| Second      | 2               | \$100,000            | \$200,000         |
| Third       | 3               | \$50,000             | \$150,000         |
| Fourth      | 4               | \$25,000             | \$100,000         |
| Fifth       | 5               | \$10,000             | \$50,000          |

*\*The \$1,000,000 Prize will be paid in 25 annual gross installments of \$40,000 each. At the time the Prize is claimed the Claimant shall be entitled to change the election to a cash option where the Winner shall receive a check equal to the gross cash value to be determined on or about September 1, 2024 or a minimum of \$650,000. No change to the election shall be permitted after payment of a cash Prize, or after payment of the first installment of an annuity Prize.*

All Grand Prizes are subject to applicable State and Federal withholding taxes and other offsets required by law, including delinquent child support payments and other debts owed to the State of New Jersey, including, but not limited to, public assistance payments, defaulted student loans and unpaid taxes.

A Participant may win only one (1) Grand Prize. For avoidance of doubt, the Consolation Prize and other Prizes offered only to Participants in attendance at the Grand Prize Drawing, are not considered Grand Prizes.

**MILLION DOLLAR REPLAY** Prizes shall be funded from Scratch-Offs Unclaimed Prize Reserve and subject to the availability of Scratch-Offs Unclaimed Prize Reserves.

**VI. MILLION DOLLAR REPLAY DRAWING PROCEDURE:**

The following procedures will be utilized to determine the Winners of **MILLION DOLLAR REPLAY** Quarterfinal Drawing Prizes:

1. There will be four (4) Quarterfinal Drawings during the Promotional Period.
2. Entries submitted after the Entry Period End will not be eligible for the applicable Quarterfinal Drawing and shall carryover to the next scheduled Quarterfinal Drawing Date. Entries submitted after the last Entry Period End date of Quarterfinal Drawing 4 are not eligible for a Quarterfinal Drawing in the same Promotional Period.
3. Entries for participation in a **MILLION DOLLAR REPLAY** Quarterfinal Drawing are to be submitted in one (1) individual name only.
4. Potential Winners will receive a notification in the “My Notifications” section of their VIP Club account. Alternates are also notified at the same time and in the same manner. The notification will contain a link to the **MILLION DOLLAR REPLAY** Official Prize Claim Form. Participants are solely responsible for ensuring that their VIP Club account information is accurate and for checking their VIP Club account for the notification and link to the **MILLION DOLLAR REPLAY** Official Prize Claim Form. Under no circumstances shall the Lottery, or any of its designees or affiliates, be responsible for undeliverable VIP Club account notifications or for Participants failing to check their VIP Club account. In addition to notification in the “My Notifications” section of the Potential Winner’s and Alternate’s VIP Club account, the Lottery will also post a list of the selected one-hundred (100) Potential Winner Quarterfinal Entries on the Lottery’s **MILLION DOLLAR REPLAY** webpage as an

Unverified Winners list. The list of Alternates will not be posted to the Lottery's **MILLION DOLLAR REPLAY** webpage.

5. Potential Winners and Alternates must return the **MILLION DOLLAR REPLAY** Official Prize Claim Form to the Lottery within twenty (20) calendar days of VIP Club notification of their Quarterfinalist/Alternate status. Fully completed and signed **MILLION DOLLAR REPLAY** Official Prize Claim Forms shall be received by the Lottery through an eSignature transaction management service. The Director reserves the discretion to accept delivery of **MILLION DOLLAR REPLAY** Official Prize Claim Forms by other means.
6. If the Potential Winner or Alternate does not return the completed and signed **MILLION DOLLAR REPLAY** Official Prize Claim Form within the required timeframe, the Potential Winner is disqualified from receiving the Consolation Prize and the Alternate will be ineligible to be used as a replacement should any of the one-hundred (100) original Entries be deemed invalid or disqualified.
7. If a Potential Winner or Alternate is unable or unwilling to provide a social security number on their Official Prize Claim Form for security and validations purposes, alternative identification will be required.
8. At the sole discretion of the Lottery, a Potential Winner or Alternate may be required to submit the Eligible Non-Winning Scratch-Offs Ticket(s) comprising that Entry as proof of eligibility. The Lottery recommends retaining Eligible Non-Winning Scratch-Offs Tickets(s) submitted for a Quarterfinal Drawing until the verified Quarterfinalists Winners list is posted to the Lottery website. If a Potential Winner or Alternate is required to mail the Eligible Non-Winning Scratch-Offs Ticket(s), the Potential Winner or Alternate will be notified to send his or her Eligible Non-Winning Scratch-Offs Ticket(s) to the New Jersey Lottery - MDR, PO Box 018, Trenton, NJ 08625-0018. In that case, the Lottery recommends (but does not require) that the Eligible Non-Winning Scratch-Offs Ticket(s) be sent using a service that can be tracked to ensure delivery. Participants shall sign the back of their Eligible Non-Winning Scratch-Offs Ticket(s) comprising that Entry.
9. Disqualification, forfeiture, and the selection of an Alternate Potential Winner may result from: (a) the Potential Winner's failure to respond to any notification by the Lottery within the specified response period; (b) the return of an email notification as undeliverable after three (3) attempts by the Lottery; (c) the Potential Winner's failure to provide satisfactory proof of age, identity and residency; (d) the Potential Winner's failure to return any document(s) required by the Lottery within the specified return period; or (e) any other non-compliance with any law, regulation, or rule, including these Official Game Rules.
10. The Lottery is not responsible for late, lost, damaged, misdirected, misaddressed, undelivered, incomplete or illegible **MILLION DOLLAR REPLAY** Official Prize Claim Forms or the Eligible Non-Winning Scratch-Offs Ticket(s) comprising a potential winning Entry. The Claimant is responsible for completing the **MILLION DOLLAR REPLAY** Official Prize Claim Form in its entirety. Failure to sign or e-sign the **MILLION DOLLAR REPLAY** Official Prize Claim Form and agree to required acknowledgements may result in disqualification and selection of an Alternate Potential Winner.
11. In the event a Claimant's Official Prize Claim Form is received after the announced deadline date, and the Director has determined that the cause of the disqualification was due to an error on the part of Lottery, the Claimant may be entitled to Entry into a subsequent Quarterfinal Drawing, at the discretion of the Director.
12. A household may win only one (1) Consolation Prize during the Promotional Period. Under no circumstance may a Participant win more than one (1) Consolation Prize. Under no circumstance may a Participant have more than one (1) Entry into the Grand Prize Drawing.
13. The **MILLION DOLLAR REPLAY** program is for individual Participants only. Corporations, Lottery Retailers, including names listed on any official Agent Lottery License as associate owner(s) and associate non-owner(s), registered courier services, associations, and groups may not participate in the **MILLION DOLLAR REPLAY** program and are prohibited from winning any Prizes in any **MILLION DOLLAR REPLAY** Drawing. If the name and address of any selected Entry matches any name and address listed on an official Agent Lottery License, the Entry will be disqualified.

14. Those persons, including, but not limited to, employees of the New Jersey Lottery, New Jersey Lottery Commissioners, Northstar New Jersey Lottery Group, LLC, IGT Global Solutions Corporation, Scientific Games International, Inc., and their direct vendors and their advertising agencies, and their immediate families living in the same household, as indicated in N.J.A.C. 17:20-1.3, shall be prohibited from winning any Prizes in any **MILLION DOLLAR REPLAY** Drawing.
15. The final decision to allow any Participant to participate in a Quarterfinal Drawing or Grand Prize Drawing shall be at the sole discretion of the Director.
16. **MILLION DOLLAR REPLAY** offer is void where prohibited by law.
17. All **MILLION DOLLAR REPLAY** Entries are subject to validation by the Lottery, or its designee, and may be disqualified if eligibility requirements are not met.
18. All **MILLION DOLLAR REPLAY** Quarterfinal and Grand Prize Drawings are certified by the New Jersey Lottery and its independent auditor.

## **VII. MILLION DOLLAR REPLAY MANNER OF DRAWING:**

1. The database containing the Entries shall be securely maintained until the date of each Quarterfinal Drawing.
2. Each Entry will be assigned an 'entry number'. From the pool of 'Entry numbers' not less than one-hundred and fifty (150) 'numbers' will be randomly selected. The first one-hundred (100) 'Entry numbers' selected will determine the Quarterfinalists, the remaining fifty (50) 'Entry numbers' selected will be used as Alternates, recorded A1 thru A50 in the order drawn and used as replacements should any of the one-hundred (100) original Entries be deemed invalid or disqualified. The process will be repeated until a valid and verified listing of one-hundred (100) Quarterfinalists has been certified. Once one-hundred (100) Entries have been verified and confirmed, complete Winner information will be entered into a digital file and posted to the Lottery website and held for inclusion in the final Grand Prize Drawing.
3. Where, in the Director's discretion, a Participant is entitled to participate in a Quarterfinal Drawing notwithstanding an earlier disqualification, that Participant shall constitute one of the first one-hundred (100) Entry numbers. In such a case, the one-hundred (100) Entry numbers shall be reduced by the number of reinstated Participants now entitled to participate in the Grand Prize Drawing, but no additional Alternates shall be selected.
4. The Grand Prize Entry file for the final Grand Prize Drawing will be created utilizing the one-hundred (100) Quarterfinalists selected, and verified, from each of the four (4) Quarterfinal Drawings for a total of four-hundred (400) Grand Prize Drawing finalists.
5. At the sole discretion of the Director, a Quarterfinalist may be removed from participating in the Grand Prize Drawing if information indicating ineligibility, as identified within these Million Dollar Replay rules, becomes available after verification and certification. The next qualifying Alternate from the appropriate Quarterfinal Drawing will take the place of the disqualified Quarterfinalist in the Grand Prize Drawing.
6. The Lottery will create printed labels containing the name and address of each of the Grand Prize Drawing finalists and will affix each label to an approximately 3-inch x 2-inch piece of paper. The paper, with the label affixed, will be placed into a green ball and the ball sealed with tape.
7. The Lottery's independent auditor shall witness the filling of such green balls and their addition to the Drawing sphere. If the Drawing is not to be conducted immediately after the addition of the last ball, the sphere shall be securely sealed to the auditor's satisfaction by the Lottery and auditor until such Drawing shall be conducted.
8. The four-hundred (400) green balls containing the name and address of each Grand Prize Drawing finalist will be placed into a single Drawing sphere and thoroughly mixed.
9. From the Drawing sphere containing the four-hundred (400) green balls, the Lottery will randomly select fifteen (15) green balls, one (1) at a time by hand, and number them 1 through 15 beginning with the first green ball drawn. Each green ball, as it is drawn, will be placed into a container numbered 1-15, with the first ball drawn being placed in the container numbered one (1), the second ball drawn being placed in the container numbered two (2), and so on until all fifteen containers contain green balls drawn from the sphere.



10. A second Drawing bin will contain fifteen (15) ping-pong balls, numbered 01 – 15. After thorough mixing, the Lottery will randomly select each of the fifteen balls. The first ball selected will determine the First Prize and will be recorded as corresponding to the numbered container containing the green ball and designated as First Prize: \$1,000,000. The second and third balls selected will determine the two (2) second Prize Winners and will be recorded as corresponding to the numbered green ball containers and each designated as Second Prize: \$100,000. The fourth, fifth and sixth balls selected will determine the three (3) third Prize Winners and will be recorded as corresponding to the numbered green ball containers and designated as Third Prize: \$50,000. The seventh, eighth, ninth and tenth balls selected will determine the four (4) fourth Prize Winners and will be recorded as corresponding to the numbered green ball containers and each designated as Fourth Prize: \$25,000. The remaining five (5) balls will determine the five (5) fifth Prize Winners and will be recorded as corresponding to the numbered green ball containers and designated as Fifth Prize: \$10,000 respectively.
11. The recording of such Prizes will be performed by the Lottery, witnessed by its independent auditor, and made visible to the witnesses to the Drawing via a Prize board. At the conclusion of all of the Prize levels being assigned a green ball number from 1-15, the Lottery will begin the process of unsealing the green balls.
12. Based upon the recording of the Prize amounts, the Lottery will begin to reveal the fifteen (15) Grand Prize Winners starting with the balls assigned to the \$10,000 Prizes. Drawing personnel will remove the green ball designated for all \$10,000 prizes, remove the tape sealing the green ball, remove the paper inside the ball containing the Winners' information on the label, share the label with the auditor, and read out loud the town of the Winner and their full name. This process shall continue in a similar manner such that the \$25,000 Winners are revealed next, followed by the \$50,000 Winners, then the \$100,000 Winners, and finally the \$1,000,000 Winner.
13. The Lottery and its independent auditor shall record the names of all Winners alongside the Prize amounts on the Prize board next to the corresponding ball number.
14. Following completion of the Grand Prize Drawing, all Winners will be recorded and processed for Prize payment. The Winners list will be certified by the Lottery's independent auditing firm.
15. Grand Prize Drawing winners will be required to provide their social security number for prize payment, according to the processes of the Lottery, and Federal and State of New Jersey tax reporting purposes. All Prizes more than \$5,000.00 will be subject to federal withholding tax at the prevailing federal tax rate. All Prizes more than \$10,000.00 additionally will be subject to New Jersey gross income tax withholding at the prevailing tax rate. In addition, all Prizes may be subject to garnishment per N.J.S.A. 5:9-13.5, 13.14, and 13.17 in accordance with the procedures in N.J.A.C. 17:42-1.1 et seq. and N.J.A.C. 17:43-1.1 et seq.

#### **VIII. LIABILITY OF THE LOTTERY:**

1. **MILLION DOLLAR REPLAY** is governed by the State Lottery Law, N.J.S.A. 5:9-1 through -25, and the Rules of the Lottery Commission, N.J.A.C. 17:20-1.1 through -12.23. The Director has the sole authority to resolve disputes. The Director's decision regarding the dispute shall be final.
2. Severability; Waiver; Headings: The invalidity or unenforceability of any provision of these Official Game Rules will not affect the validity or enforceability of any other provision of these Official Game Rules. In the event that any provision of these Official Game Rules is determined to be invalid or otherwise unenforceable or illegal, in whole or in part, the other provisions will remain in full force and effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. The headings used in these Official Game Rules are for convenience only and shall not affect the interpretation of any of the provisions of these Official Game Rules. The Lottery's failure to enforce any provision of these Official Game Rules will not constitute a waiver of that or any other provision of these Official Game Rules.

3. Promotion Sponsor: New Jersey Division of Lottery, 1333 Brunswick Avenue, Trenton, New Jersey, 08648.
4. Odds: Odds of winning a Consolation Prize depend on the number of Entries received in compliance of these Official Game Rules. Odds of winning a Grand Prize are approximately 1 in 400.

#### **IX. IMAGE AUTHORIZATION:**

1. As a condition of entering the **MILLION DOLLAR REPLAY** program, the Participant grants the New Jersey Lottery and its agents, representatives and designees the irrevocable right and permission to film, videotape, photograph and/or record the Participant and to reproduce, publish, distribute, display, broadcast and/or use the Participant's image, likeness, voice, recording(s), video(s), photograph(s), name, actual and/or paraphrased statements, biographical information, town and state of residence, Prize amount and/or any other information or attribute identifying and/or otherwise associated with Participant, in whole or in part, distorted, altered, modified, and/or adapted in character and/or in form, alone and/or accompanied by other material, in any manner and without restriction, worldwide in perpetuity, royalty-free, and without inspection or approval of use by Participant, for any purpose whatsoever, including without limitation for the purpose of advertising, publicity, promotion, and/or other marketing of or on behalf of the New Jersey Lottery, in all media now known or hereafter developed (including but not limited to social media channels/platforms, other social media websites or applications, the Worldwide Web, television, radio and/or printed material). The Participant hereby holds harmless and forever releases, discharges and indemnifies the New Jersey Lottery and Northstar New Jersey Lottery Group, LLC, and its/their respective agents, owners, operators, commissioners, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees, and each of their respective parent companies, affiliated companies, subsidiaries and licensees, and any and all other companies associated with the New Jersey Lottery and/or Northstar New Jersey Lottery Group, LLC, from any and all liability, injury, damage, death, litigation, claim, cause of action, loss or demand, known or unknown, which the Participant, the Participant's heirs, agents, representatives, executors, administrators, or any other persons acting on the Participant's behalf or on behalf of the Participant's estate have or may have by reason of this Image Authorization, including without limitation, all claims for invasion of privacy, right of publicity, defamation, false endorsement, and any other claims regarding personal and/or property rights. The New Jersey Lottery Law (N.J.S.A. 5:9-1 through -25 and N.J.A.C. 17:20-1.1 through -12.23) allows the holders of winning New Jersey Lottery tickets or shares to choose to remain anonymous. This does not apply to promotions, sweepstakes or contests conducted by or on behalf of the New Jersey Lottery, including this **MILLION DOLLAR REPLAY** program.

#### **X. WAIVER AND RELEASE OF LIABILITY:**

1. As a condition of entering the **MILLION DOLLAR REPLAY** program, the Participant agrees to forever waive, discharge, indemnify and release the New Jersey Lottery and Northstar New Jersey Lottery Group, LLC, and its/their respective agents, owners, operators, commissioners, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees and each of their respective parent companies, affiliated companies, subsidiaries and licensees, and any and all other companies associated with the New Jersey Lottery and/or Northstar New Jersey Lottery Group, LLC (collectively "Affiliates"), from any and all liability, injury, damage, death, litigation, claim, cause of action or loss that may occur, directly or indirectly, whether known or unknown, and whether caused by negligence or not, arising out of or associated with the Participant's participation in the **MILLION DOLLAR REPLAY**, the Participant's acceptance, possession, use or misuse of any Prize awarded in connection with the **MILLION DOLLAR REPLAY** program, any defect with the **MILLION DOLLAR REPLAY** program, and/or any error in the administration or operation of the **MILLION DOLLAR REPLAY**

program. The Participant, on behalf of him/her self, his/her spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waives all claims for damages, injuries and/or death, whether known or unknown, and whether caused by negligence or not, sustained to the Participant or the Participant's property that the Participant may have against the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, and its/their respective Affiliates, arising out of or associated with the Participant's participation in the **MILLION DOLLAR REPLAY** program, the Participant's acceptance, possession, use or misuse of any Prize awarded in connection with the **MILLION DOLLAR REPLAY** program, any defect with the **MILLION DOLLAR REPLAY** program, and/or any error in the administration or operation of the **MILLION DOLLAR REPLAY** program.

