



Approved By: Beth Groomahan

Date: 2/5/19

**DC FLAG  
2nd CHANCE CONTEST  
OFFICIAL CONTEST RULES**

**Promotional Period: February 6, 2019 through September 17, 2019**

- 1. CONTEST RULES.** These rules govern the Office of Lottery and Charitable Games (“DC Lottery”) DC Flag 2nd Chance Contest (“Contest”). By entering the Contest or by accepting a prize awarded through this Contest, each Contestant and Winner agrees to be bound by these rules.
- 2. PROMOTIONAL PERIOD.** The Contest is scheduled to begin on February 6, 2019 at 12:01 a.m. (EST) and to end on September 17, 2019 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, 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, mailing address, e-mail address, and phone number, as well as the required code from each non-winning DC Flag Scratcher Ticket (Game No 1409) (“Qualifying Ticket”). Entries received after the Entry Submission Deadline (defined below) will not be eligible for entry into the Contest. Contestants must make a qualified purchase in order to enter the Contest and 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.
- 4. HOW TO ENTER.** During the Promotional Period every Qualifying Ticket will bear a ten (10) digit web code. The ten (10) digit code is located on the bottom of the ticket. Only non-winning tickets can be used to enter the Contest. Every Qualifying Ticket that is entered into the Contest shall equal one (1) Contest entry. Contestants enter the Contest by going to [www.dclottery.com](http://www.dclottery.com) or to the official DC Lottery Second Chance Drawing Website 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 date and time as stated below. Contestants are not required to save their Qualifying Tickets once they are entered into the Contest.

5. **DRAWINGS AND PRIZES.** There will be four (4) 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	2/6/2019	3/17/2019	3/20/2019	1	\$25,000
2	3/18/2019	5/21/2019	5/22/2019	1	\$25,000
3	5/22/2019	7/23/2019	7/24/2019	1	\$25,000
4	7/24/2019	9/17/2019	9/18/2019	1	\$25,000

6. **POTENTIAL WINNER AND ALTERNATE POTENTIAL WINNERS.** The first Eligible Entry drawn in each drawing shall be the Potential Winner of the \$25,000 prize. Thereafter, an additional five (5) Eligible Entries will be drawn as Alternate Potential Winners. If the prize is not claimed by the Potential Winner or Alternate Potential Winner by the stated deadlines, the prize will be forfeited. Alternate prize receipt is determined by failure of the Potential Winner to claim their prize and 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 each Potential Winner will take place within five (5) business days of the Drawing Date by e-mail sent to the e-mail address provided by the Contestant when entering the Contest and by tracked US Mail to the mailing address provided by the Contestant when entering the Contest. Contestants are solely responsible for providing their correct email address and mailing address when entering the Contest. The email and tracked US mail will include a Winner Notification Letter. **Potential Winners must claim their prize within fourteen (14) days from the date of the Winner Notification Letter at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington DC 20020.** All required forms must be submitted when claiming the prize. Potential Winners that fail to claim their prize as instructed within the fourteen (14) day time limit will be disqualified and replaced by an Alternate Potential Winner.

B. **Alternate Potential Winners.** Alternate Potential Winners, if any, will be contacted by e-mail sent to the e-mail address provided by the Contestant when entering the

Contest and by tracked US Mail to the mailing address provided by the Contestant when entering the Contest. Contestants are solely responsible for providing their correct email address and mailing address when entering the Contest. The e-mail and tracked US mail will include a Winner Notification Letter. **Alternate Potential Winners must claim their prize within fourteen (14) days from the date of the Winner Notification Letter at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington DC 20020.** Alternate Potential Winners that fail to claim their prize as instructed within the fourteen (14) day time limit will be disqualified and their 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 Prize Center will provide an Acceptance and Release Form that must be fully completed and signed in order to claim the prize. The name used when entering the Contest must match the name on the identification presented when claiming a prize. Potential Winners and Alternate Potential Winners must present two (2) forms of identification 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 US Passport and (b) an original Social Security card. Prizes must be claimed in person at the DC Lottery Prize Center located at 2235 Shannon Place, SE, Washington, DC 20020. Each prize winner must be at least eighteen (18) years of age or older in order to receive the prize. Failure to provide acceptable identification may result in a 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 entrant and winner agrees to release, indemnify and hold harmless the District, the DC Lottery and their 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 and Alternate Potential Winners must sign the DC Lottery's Acceptance and Release Form. The Acceptance and Release Form confirms the Potential Winner's and Alternate Potential Winner's compliance with these Official Contest Rules and other requirements. In addition, by signing the Acceptance and Release form, Potential Winners and Alternate Potential Winners authorize the DC Lottery, without any further consideration, to use the Potential Winner's or Alternate Potential Winner's likeness and name, along with the city, county, state of residence of the Potential Winner or Alternate Potential Winner for advertising,

reporting and promotion in any print, broadcast, electronic, internet, or other form or media whatsoever. Potential Winners and Alternate Potential Winners also release the Contest Entities and their representatives from liability of any kind and from 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. 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 the Drawings. This 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 his or her 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, and/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. 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.