

**NASCAR Powerball Playoff™  
Terminal-Based Lottery Game  
Second-Chance Drawing Rules  
From the Pennsylvania Lottery  
April 23, 2024  
[FINAL]**

[Addendum 1: Trip Prize Description](#)

[Addendum 2: Trip Prize Terms and Conditions](#)

1. Second-Chance Drawing: The NASCAR Powerball Playoff™ Second-Chance Drawing from the Pennsylvania Lottery (“Lottery”) for qualifying terminal-based Lottery game tickets (“Drawing”).

(a) Qualifying tickets: PICK 2; PICK 3; PICK 4; PICK 5; Treasure Hunt; Cash 5 with Quick Cash; Match 6 Lotto; Cash4Life®; Powerball; Mega Millions®; Keno; Derby Cash and End Zone Cash terminal-based Lottery tickets purchased from a licensed Lottery retailer from May 7, 2024 through June 6, 2024 and imprinted with a web-code (“Qualifying Tickets”) are eligible for entry in the Drawing. Terminal-based Lottery game tickets purchased via <https://www.PAiLottery.com> are not eligible for entry in the Drawing.

(b) Participation and entry:

(1) Entrants must have a registered lottery account in order to participate in the Drawing. To create a lottery account, visit <https://www.pailottery.com>. Creating a lottery account is free.

(2) A registered lottery account holder is subject to the iLottery regulations and specifically agrees to be bound by the iLottery terms and conditions located at <https://www.pailottery.com/signup/terms-and-conditions/>, as well as any related policies.

(3) To establish a lottery account, players must provide the following information:

- (i) The player's name as it appears on a valid government-issued identification or tax documents;
- (ii) The player's date of birth;
- (iii) The entire or last four digits of the player's Social Security Number, or comparable equivalent;
- (iv) The player's address;
- (v) The player's telephone number;
- (vi) The player's email address;
- (vii) Any other information established by the Lottery to be necessary to verify the age and identity of the player.

(4) An individual may be required to provide additional information or documentation, as set forth in the iLottery terms and conditions, to establish a lottery account or register for iLottery. The information may be used for iLottery

registration or to confirm information provided by that individual during the registration process.

(5) To enter the Drawing, entrants must submit the identifying information from at least one Qualifying Ticket via the Drawing's promotional web site, available at <https://www.palottery.com>, or the Lottery's official mobile application, during the entry period. The identifying information from a Qualifying Ticket may be submitted only once in the Drawing. Entries will automatically be awarded at the time of successful submission of a Qualifying Ticket. No other method of submission will be accepted. Entries submitted using any other method, including entries mailed or hand-delivered to the Lottery, are not valid and will be disqualified.

(6) Each entry must be complete and the information supplied by the entrant must be accurate. Incomplete entries cannot be submitted.

(7) Only one claimant per entry allowed.

(8) Entrants must be 18 years of age or older.

(9) Players may submit the identifying information from an unlimited number of Qualifying Tickets in the Drawing.

(10) Once an entry has been submitted it cannot be withdrawn or changed.

2. Drawing description:

(a) The Lottery will conduct one NASCAR Powerball Playoff™ Second-Chance Drawing for qualifying terminal-based Lottery game tickets. All time references are Eastern Prevailing Time.

(b) All entries received after 4:59:59 a.m. May 7, 2024 through 11:59:59 p.m. June 6, 2024, will be entered into the Drawing tentatively scheduled to be held between June 10, 2024 and June 20, 2024.

(c) The entry period for the Drawing will be posted to the Lottery's publicly accessible web site at <https://www.palottery.com>.

(d) An entrant will receive one entry for each \$0.50 in purchase price of Qualifying Tickets for the PICK 2; PICK 3; PICK 4; PICK 5; Treasure Hunt; Cash 5 with Quick Cash; Match 6 Lotto; Cash4Life®; Powerball; Mega Millions® and Keno terminal-based game tickets submitted and one entry for each \$0.10 in purchase price of Qualifying Tickets for the Derby Cash and End Zone Cash terminal-based game tickets submitted. For example, an entrant who submits the web-code from a PICK 2; PICK 3; PICK 4; PICK 5; Treasure Hunt; Cash 5 with Quick Cash; Match 6 Lotto; Cash4Life®; Powerball; Mega Millions® or Keno Qualifying Ticket with a purchase price of \$0.50 will receive one entry into the

Drawing. Similarly, an entrant who submits the web-code from a Derby Cash or End Zone Cash Qualifying Ticket with a purchase price of \$0.10 will receive one entry into the Drawing.

(e) Players may review prizes won and their entries for the Drawing via the Drawing's promotional web site.

3. Prizes available to be won, determination of winners, and odds of winning:

(a) The prize entitlements described below are subject to all restrictions and limitations described in section 4, or mentioned anywhere else in these rules.

(b) The Lottery will conduct one Drawing from among all the entries received during the entry period as described in section 2(b).

(c) The first through the fortieth entries selected in the Drawing will be winning entries and the entrants who submitted those winning entries shall each be entitled to a prize of \$2,000 and one entry into the Multistate Lottery Organization's ("MUSL") Drawing for the 16 NASCAR Powerball Playoff™ Semi-Finalists, as described in section 4.

(d) The number of winning entries to be selected for the Drawing will be posted to the Lottery's publicly accessible web site.

(e) The odds of winning in the Drawing depend upon the number of entries received for the Drawing.

(f) A computer-generated randomizer will be used to select the Drawing winners.

4. Description of the NASCAR Powerball Playoff™ Finalist Drawings:

(a) MUSL will conduct one drawing to determine 16 semi-finalists in the NASCAR Powerball Playoff™ Semi-Finalist Drawing on August 13, 2024. The 16 semi-finalists will win the chance to participate in the NASCAR Powerball Playoff™ Drawing Series as described below.

(b) The 16 NASCAR Powerball Playoff™ Semi-Finalists will participate in a series of elimination round drawings, as described below, until four Finalists remain.

(1) On September 12, 2024, MUSL will select 12 out of 16 semi-finalists to proceed to the next Drawing. MUSL will publicly announce the winners on September 21, 2024, at the Bass Pro Shops Night Race at Bristol Motor Speedway in Bristol, TN. The four semi-finalists who do not advance shall each be entitled to a prize of \$2,500.

(2) On October 3, 2024, MUSL will select eight out of the 12 remaining semi-finalists to proceed to the next

Drawing. MUSL will publicly announce the winners on October 13, 2024, at the Bank of America ROVAL 400 at Charlotte Motor Speedway in Concord, NC. The four semi-finalists who do not advance shall each be entitled to a prize of \$5,000.

(3) On October 17, 2024, MUSL will select four out of the eight remaining semi-finalists. MUSL will publicly announce the winners (also referred to as "Finalists") on November 3, 2024, at the Xfinity 500 at Martinsville Speedway in Martinsville, VA. The four winners shall each be entitled to a prize of the NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package, as described in section 4(d), below. The four semi-finalists who do not win shall each be entitled to a prize of \$7,500, less required tax withholding.

(d) NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package description: Each NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package shall consist of a four-day, three-night VIP trip for the winner and up to one guest to Phoenix, AZ, from approximately November 8, 2024 to November 11, 2024. During the Trip Prize, the four Finalists will participate in a Drawing to win one (1) Grand Prize of \$1,000,000, less required income tax withholding. Each non-winning Finalist will be awarded a prize of \$10,000, less required income tax withholding. The specific elements of the NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package,

including transportation, lodging, gifts and events, are described in Addendum 1, Prize Terms and Conditions, to these rules.

5. Prize Package restrictions:

(a) There is no cash option for the NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package.

(b) The Lottery is not responsible for injury, loss or damage to person or property in connection with the NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package.

(c) NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package restrictions:

(1) Lottery is not responsible for NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package fulfillment. Lottery disclaims any responsibility for any and every occurrence with respect to fulfillment or enjoyment of the NASCAR CHAMPIONSHIP WEEKEND™ Trip Prize Package.

2) All other Trip Prize Package Restrictions are described in Addendum 1, Prize Terms and Conditions, to these rules.

6. Delinquent Support Offset: If the Department of Human Services, pursuant to 23 Pa.C.S.A. § 4308, the Department of Revenue or the Administrative Office of Pennsylvania Courts, pursuant to 72 P.S. § 215, determines that a prize winner is a



delinquent support obligor as provided in 23 Pa.C.S.A. § 4308 or 72 P.S. § 215, the amount of any arrearages shall be deducted from the drawing prize. After the delinquent support obligation is met, the Prize Package winner will receive the remaining portion of the drawing prize, if any, which shall be fulfilled according to Lottery procedure.

7. Prize claim procedures:

(a) Winners of any prize awarded in the Drawing will be contacted by email by the Pennsylvania Lottery to initiate the prize claim procedure.

(b) Winners will have 14 calendar days from the date they are notified by the Pennsylvania Lottery, pursuant to this section, to claim their prizes. In order to claim their prizes, winners must respond to the Pennsylvania Lottery's email regarding prize claim procedure and must submit a properly completed prize claim form within 14 calendar days from the date they are notified by the Pennsylvania Lottery. Failure to comply with the prize claim requirements as set forth herein, for any reason, shall result in the winner forfeiting their right to receive the prize. One alternate winner will be awarded the respective prize, according to Lottery procedure. In the event that the alternate selected fails to claim the

awarded prize, that prize will be forfeited and will not be awarded.

(c) By entering into the Drawing, players agree to be bound by these rules, the prize claim requirements set forth herein, and expressly waive any claim against the Lottery for a prize not awarded in conformance with these rules.

8. Drawing restrictions:

(a) To be eligible to participate in the Drawing, entrants must have complied with the requirements of these rules.

(b) The Lottery is not responsible for late, lost or misdirected entries not entered into the Drawing. The Lottery is not responsible for entries that are not entered into the Drawing because of incompatible internet browsers, mobile Lottery application failure or other technical issues. The Lottery is not responsible for entries not entered due to delays in creating a lottery account or the inability to create a lottery account. If an entry is selected as a winner and rejected or otherwise disqualified during or following the Drawing, the Lottery will select one entry to replace the rejected or otherwise disqualified entry in accordance with these rules and Lottery procedure.

(c) If any discrepancy exists between these rules and any material describing the Drawing, these rules shall govern.

(d) Employees of the Pennsylvania Lottery, 9Rooftops Marketing, LLC (formerly known as MARC USA, LLC), MUSL, Scientific Games, Inc., MDI Entertainment, LLC, and their subcontractors, or a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of any such person are not eligible to participate in the Drawing. Offer void where prohibited or restricted.

(e) The Lottery reserves the right, in its sole discretion, to cancel or suspend the Drawing and change these rules if the Drawing cannot be conducted as planned due to errors in these rules or advertising, unauthorized intervention, tampering, fraud, technical errors, viruses, worms, bugs or any other cause that, in the Lottery's sole judgment, could corrupt or impair the administration, security, fairness, integrity or proper conduct of the Drawing.

(f) All entries shall be subject to verification by the Lottery.

(g) The Lottery reserves the right, in its sole discretion, to disqualify an entrant found to be tampering with

the operation of the Drawing or to be acting in violation of these rules or applicable law.

(h) The Drawing is governed by the laws of the Commonwealth of Pennsylvania. Applicable laws and regulations apply.

(i) Prizes must be claimed within 1 year of the drawing date of the Drawing in which the prize was won. If no claim is made within 1 year of the drawing date of the drawing in which the prize was won, the right of an entrant to claim the prize won, if any, will expire and the prize money will be paid into the State Lottery Fund and used for purposes provided by statute, except as provided in section 7(b), above.

(j) Final determination of winners will be made by the Secretary, whose judgment will be final and binding.

(k) A prize awarded in the Drawing to a person who dies before receiving the prize shall be paid according to 61 Pa. Code § 811.16 (relating to prizes payable after death of a prize winner).

(l) A winner is responsible for all taxes arising from or in connection with any prize won.

(m) A player may only win the prize for which the player is first selected in the Drawing. Subsequent entries,

from the same individual, selected in the Drawing will be disqualified and one replacement entry will be selected.

(n) Prizes are not transferrable.

(o) Other restrictions may apply.

## Addendum 1

### NASCAR POWERBALL PLAYOFF™ PROMOTION (2024)

#### TRIP PRIZE DESCRIPTION

The Trip Prize consists of a four-day, three-night VIP trip for the entry selected from a pool of Participating Lotteries' entrants ( each a Finalist or collectively "Finalists") and one (1) guest to Phoenix, AZ ("PHX"), from approximately Friday, November 8, 2023 to Monday, November 11, 2024, to participate in a drawing for a prize in the amount of One Million Dollars (\$1,000,000) ("\$1 Million Prize") to be conducted Sunday, November 10, 2024, during the live television broadcast of the NASCAR Cup Series Championship™ Race on NBC ("Program") from Phoenix Raceway in Avondale, AZ. The Trip Prize approximate value is \$20,000 and shall include the following elements:

- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Finalist's city to PHX (if within 250 miles of PHX, rail or ground transportation to be substituted);
- Three (3) nights hotel accommodations (selected by Prize Provider in its sole discretion) in PHX (double occupancy, room and tax only);
- Two (2) Ally Curve Hospitality Club passes (includes food, beverages and FanShield Infield Experience access) at Phoenix Raceway for admission to:
  - NASCAR Xfinity Series Championship™ Race at 4:00pm on Saturday, November 9, 2024
  - NASCAR Cup Series Championship Race™ at 1:00pm on Sunday, November 10, 2024
- Two (2) passes for VIP Experiences at Phoenix Raceway during NASCAR Championship Weekend™ for Saturday, November 9 and Sunday, November 10, 2024 including:
  - NASCAR Cup Series™ VIP access
  - NASCAR team hauler tour
  - MRN Radio booth tour
  - Pace car rides
  - Pre-Race attendance
  - Victory Lane access

- Two (2) Official NASCAR Championship Weekend™ Event Programs;
- Two (2) Racing Electronics Scanner Rentals for use while at Phoenix Raceway;
- Two (2) Souvenir Gift Bags, each with a retail value of at least two hundred fifty dollars (\$250);
- All meals while in PHX, including a Welcome Dinner on Friday, November 8, 2024; and
- Ground transportation to and from airports, hotel, and activities in PHX.

Finalists are not required to travel to PHX to participate in the drawing for, and remain eligible to win, the \$1 Million Prize. Finalists may appoint a proxy to take the trip instead, subject to the Trip Prize Terms and Conditions, and will still remain eligible to win the \$1 Million Prize.

- Finalist (or their proxy) may also have the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program, provided that Finalist completes and signs all required releases and forms and consents to a background check. If Finalist appoints a proxy, the proxy must complete and sign all required releases and clear the background check in order to take the trip. In the event that Finalist's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow Finalist to appoint another proxy to take the trip (subject to background clearance and Prize Provider deadlines); or (ii) allow proxy to travel and to appoint a second proxy (selected by Prize Provider) to participate in the Program.
- For the avoidance of doubt, Finalist's eligibility to participate in the trip and/or the drawing for the \$1 Million Prize is not affected by Winner's failure to complete and sign all required release and forms and/or to consent to a background check and/or by any information obtained pursuant to a background check, but those failures may affect the nature of his/her appearance and/or degree of participation in the Program. While Finalist's eligibility to participate in the drawing for the

\$1 Million Prize is an element of the Trip Prize, the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program is expressly NOT an element of the Trip Prize and is determined by Prize Provider in its sole discretion. Prize Provider reserves the right to appoint a proxy to appear and participate in the Program for Finalist for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Finalist's eligibility for the \$1 Million Prize.



## Addendum 2

### NASCAR POWERBALL PLAYOFF™ PROMOTION (2024)

#### TRIP PRIZE TERMS AND CONDITIONS

NOTE: TERMS USED BUT NOT SPECIFICALLY DEFINED IN THESE TRIP PRIZE TERMS AND CONDITIONS [E.G., "FINALIST", "TRIP PRIZE", ETC.] MAY BE CHANGED TO BE CONSISTENT WITH THE PARTICIPATING LOTTERIES' CUSTOMARY LANGUAGE USED IN ITS RULES/DISCLOSURES FOR THIS PROMOTION

THE TERM "PARTICIPATING LOTTERY" OR "PARTICIPATING LOTTERIES" MEANS THOSE LOTTERIES THAT HAVE OFFERED THE NASCAR-POWERBALL PLAYOFF PROMOTION.

THE TERM "PRIZE PROVIDER" IS THE MULTI-STATE LOTTERY ASSOCIATION (MUSL), OR, A THIRD-PARTY UNDER CONTRACT WITH MUSL TO FULFILL ALL ELEMENTS OF THE TRIP PRIZE EXCEPT THE SECOND PLACE CASH PRIZE OF \$10,000, AND THE \$1 MILLION PRIZE.

EACH FINALIST IS ALLOWED (BUT NOT REQUIRED) TO SELECT ONE (1) GUEST TO PARTICIPATE IN THE TRIP PRIZE ONLY (NOT THE \$1 MILLION PRIZE).

DUE TO THE NATURE OF THE PROMOTION, FINALISTS' NAMES WILL BE MADE PUBLIC.

The Trip Prize is valued at \$10,000.00.

Finalist and their guest ("Guest") must travel on the same dates and times selected (on or about Friday November 8, 2024, and Monday, November 11, 2024), to participate in the Trip Prize. If Finalist and Guest are unable to or will not travel on the dates and times selected by the prize provider, the selected Finalist may choose a proxy on or before October 24, 2024. If no proxy is chosen by Finalist, Finalist will forfeit the Trip Prize (including attendance by Guest) but will still be entered into the drawing for and eligible to win the \$1 Million Prize and will be represented by a proxy provided by the appropriate Participating Lottery.

If Finalist resides fewer than two hundred fifty (250) miles from Phoenix, AZ, Prize Provider, in its sole discretion, reserves the right to provide ground transportation for Finalist and Guest in lieu of airline transportation. If Finalist is

under the age of twenty-one (21), Guest must be at least the age of majority in Guest's state of residence. If Finalist is twenty-one (21) or older, Guest may be under the age of eighteen (18) but must be at least thirteen (13) years old (as of the first date of travel), and if Guest is a minor in Finalist's state, Finalist must be the parent or legal guardian of Guest.

All other costs and expenses involved with or related to acceptance and/or participation in the Trip Prize not specifically included in the description of the Trip Prize, including, without limitation, ground transportation, transfers, additional hotel amenities (i.e., spa services, internet access, phone calls, laundry services), fees and gratuities, airline change fees, airline premium seat fees, , and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the sole responsibility of Finalist and Guest. Finalist will be required to submit a valid major credit card to the hotel to cover all expenses not specifically awarded as part of the Trip Prize. Travel and hotel accommodation are subject to availability.

The date and location of any of the events or activities included in the Trip Prize (individually/collectively, "Event or Events") may be subject to change. The Released Parties are not responsible if any Event associated with this Promotion is delayed, postponed, or cancelled for any reason, in whole or in part, and if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, Prize Provider's only obligation is to fulfill the other elements of the Trip Prize. No compensation will be paid in lieu of any cancelled Event or any other element of the Trip Prize.

Finalist must execute all releases and forms that may be required by Prize Provider and/or the Participating Lottery including, without limitation, an Appearance and Liability Release, Background Investigation Consent Form, Emergency Medical Release, and Finalist Information Form, and agree to comply with all then-current Prize Provider and/or Participating Lottery federal, state, and/or local government and/or agency, network, laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"). Finalist may appoint a proxy (or have a proxy appointed) to participate in the Trip Prize and/or appear in the broadcast of the Program, subject to the proxy's satisfying the Production Requirements. Finalist must execute and return all required documentation to Participating Lottery within five (5) days of Finalist's receipt

(or such shorter period as production exigencies may require). If Finalist elects to appoint a proxy, they must do so on or before Tuesday, October 24, 2024.

- If Finalist chooses a proxy, the proxy must satisfy the Production Requirements in order to participate in the Trip Prize and/or participate in the broadcast of the Program. In the event that Finalist's designated proxy does not satisfy the Production Requirements, Prize Provider reserves the right, in its sole discretion, either to (i) allow Finalist to appoint another proxy to participate in the Trip Prize and/or to appear in the Program in Finalist's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) a proxy will be selected by Prize Provider to appear in the Program in Finalist's (or proxy's) place.
- If Finalist appoints a proxy (or has a proxy appointed), Finalist will still remain eligible to win the \$1 Million Prize. Finalist may only transfer the Trip Prize (excluding eligibility for the \$1 Million Grand Prize drawing) in its entirety one (1) time to a proxy.
- Prize Provider reserves the right to appoint a proxy to appear and participate in the broadcast of the Program for Finalist for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Finalist's eligibility for the \$1 Million Grand Prize or receipt of the Trip Prize.

Guest must also execute all releases and forms required by the Participating Lottery, and comply with all applicable federal, state, and local government and/or agency laws, rules, orders, and regulations as well as Prize Provider's rules, regulations, and/or safety guidelines.

Finalist and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Finalist acknowledges that if Finalist and/or Guest behaves in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at any Event, Finalist and/or Guest may be removed from the venue or denied entry (as determined by Prize Provider or its designee(s) in its sole and absolute discretion). By accepting any ticketed portion of the Trip Prize, Finalist agrees to abide by any terms, conditions,

and restrictions provided by the ticket. Lost, mutilated, or stolen tickets, vouchers, certificates, or pre-paid gift cards will not be replaced.

No prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted. Any unused elements of the Trip Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. Notwithstanding the foregoing:

- If Finalist misses their flight for any reason, reasonable efforts will be used to reschedule the flight at Finalist's expense. If the flight is not able to be rescheduled in a reasonable time for Finalist's participation in the Events, (i) Finalist shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Finalist will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Finalist will remain eligible for the \$1 Million Prize drawing.
- If Finalist is unable to travel in connection with the Trip Prize for any reason after tickets have been booked/purchased, (i) Finalist shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Finalist will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Finalist will remain eligible for the \$1 Million Grand Prize drawing.
- If Finalist fails to attend the Event at which the \$1 Million Grand Prize drawing occurs, Finalist will remain eligible for the \$1 Million Grand Prize drawing.

In any of the foregoing events, a proxy may be appointed to accept the \$1 Million Grand Prize on Finalist's behalf at the time of the drawing; however, in such event, Finalist will still receive the \$1 Million Grand Prize (less any tax withholdings and outstanding debt setoff, if applicable).

Finalists who do not elect to take a guest, or whose Guest, for any reason, does not actually take the trip, are still subject to the full amount of any taxes due on the total value of the Trip Prize. The appropriate Participating Lotteries will

determine, and collect taxes due on the Trip Prize, and other tiers of cash prizing, as well as the \$1 Million Prize.

Failure to respond and/or execute and return required releases, forms, and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment of any element of the Trip Prize, in a manner required by Prize Provider, may result in forfeiture of the Trip Prize or the applicable element thereof, as Prize Provider may determine in its sole discretion. If forfeited for any reason, Finalist will not receive any other prize substitution or compensation of any kind, and Prize Provider may award the Trip Prize to an alternate recipient as it may determine in its sole discretion. If the Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Prize Provider restrictions, regulations, guidelines, or risk assessments, Prize Provider reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Prize Provider in its sole discretion.

Notwithstanding anything to the contrary herein, officers, directors, members, managers, agents, assigns, successors, employees, and contractors of Multi-State Lottery Association, Participating Lotteries, National Association for Stock Car Auto Racing, LLC, Phoenix Speedway, LLC d/b/a Phoenix, and NASCAR Enterprises, LLC and each of their respective parent, subsidiary, shareholders, and/or affiliated entities ("Released Parties") and members of the immediate family (e.g., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings and their respective spouses, regardless of where they reside) of any of the foregoing individuals are ineligible to participate in the POWERBALL's NASCAR Playoff™ promotion and/or win a Trip Prize and/or the \$1 Million Grand Prize.

RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE, IN ANY WAY, FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ACCEPTANCE, FULFILLMENT, LOSS, USE, OR MISUSE OF THE TRIP PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1 MILLION PRIZE, EXCEPT THAT THE \$1 MILLION GRAND PRIZE WILL BE PROVIDED BY THE PARTICIPATING LOTTERY OF THE FINALIST SELECTED IN THE DRAWING SCHEDULED TO BE HELD ON NOVEMBER 10, 2024 AT THE PHOENIX RACEWAY . RELEASED PARTIES MAKE NO, AND ARE NOT RESPONSIBLE IN ANY MANNER FOR ANY, WARRANTIES,

REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY ELEMENTS OF THE TRIP PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE TRIP PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

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