

## My Lottery Rewards™ Terms of Use

PLEASE READ THE FOLLOWING. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OF USE, DO NOT USE THE WEBSITE. YOUR USE OF THE WEBSITE CONSTITUTES YOUR AGREEMENT TO ABIDE BY AND BE GOVERNED BY THESE TERMS OF USE.

### **Definitions:**

“Account” means a Maryland Lottery My Lottery Rewards account created by an individual who has completed the registration process and is authorized to use the services provided on the Website.

“Agreement Terms” and “Agreement” mean the terms, conditions, stipulations, obligations and all other contents of this document, titled My Lottery Rewards™ Terms of Use (“Terms of Use”), all Terms (including the Privacy Policy) at [www.mdlottery.com](http://www.mdlottery.com) within the “Legal Information” section under “About Us”, all statutes, rules, regulations, policies, and directives of the Lottery and the State, the Rules (see the paragraph below), and the Provider’s policies, procedures and compliance standards, all of which are included in and incorporated by reference into the Agreement Terms.

“Commission” means the Maryland State Lottery and Gaming Control Commission.

“Content” means the software, communications, images, text, sounds, and all the material and information you may see on the Website.

“Conduct” means online conduct.

“Digital Marketplace” means the digital store provided by The First Club, a subcontractor of SGI, that is a part of the Points for Prizes® Store where Members can redeem Prize Points they accrued for various digital items (e.g. e-gift cards, music, audio books, software, games, etc.).

“Dormant Account” means an Account that has not had any Tickets entered, points redeemed, or Subscription(s) created within a 365-day period.

“Draw Points” means those points that may be used for entering Points for Drawings® drawings and that a Member earns through MLR by reaching achievements and then spinning a wheel or playing a game where Draw Points are awarded.

“Lottery”, “Maryland Lottery”, “we”, “us”, and “our” mean the Maryland State Lottery and Gaming Control Agency.

“MD Lottery” means the State of Maryland, the Maryland Lottery, the Commission, their agents, members, employees, representatives, officials, officers, directors, affiliates, retailers, successors and/or assigns.

“Member”, “Membership”, “you”, “your”, and “yourself” refer specifically to any User who has created an Account.

“MLR App” means the My Lottery Rewards mobile app that allows Members to access their Account through a mobile device and gives Members access to the MLR Programs.

“My Lottery Rewards™” or “MLR” means the My Lottery Rewards™ portion of the www.mdlottery.com online network.

“Points for Drawings®” means the Points for Drawings portion of the Website and includes those Drawings that may be entered with Draw Points.

“Points for Drawings drawings” or “Points for Drawings Drawings”, whether singular or plural, shall include both Points for Drawings drawings and Points for Drawings promotions, singular or plural.

“Points for Prizes®” means the points for prizes collection, management and redemption portion of the Website and includes the ability of Members to redeem their Prize Points for items in the Points for Prizes® Store.

“Points for Prizes® Store” means the prize store in MLR that includes the Digital Marketplace where Members can redeem their Prize Points for various items.

“Prize Points” shall mean those points that may be redeemed in the Points for Prizes® Store and that a Member earns in MLR by reaching achievements and then spinning a wheel or playing a game where Prize Points are awarded.

“Product” and “products” mean items or services obtained offered by the Maryland Lottery through the My Lottery Rewards Program.

“Programs” or “MLR Programs” or “MLR Services” or “My Lottery Rewards Program” whether singular or plural mean the offerings/programs available through MLR, including but not limited to Points for Prizes, Points for Drawings, Second Chance, Promotions, and Subscriptions.

“Promotions” means the Promotion portion of the Website that may include second chance opportunities.

“Provider” means the Service provided by Scientific Games International, Inc. (“SGI”) and its subcontractor(s) including MDI Entertainment, LLC (“MDI”), a subsidiary of SGI (jointly, the “Provider”) to the Maryland Lottery.

“Rules” means the rules and regulations that apply to your use of any feature of the Service or the Website or any MLR Program, which includes the Maryland State Lottery and Gaming Control Agency My Lottery Rewards™ Official Rules and Conditions of Eligibility (Points for

Prizes®/Points for Drawings®/2nd Chance Drawings/Subscriptions) and any other rules governing drawings, promotions, games or other offerings offered in connection with MLR.

“Second Chance”, “2nd Chance Drawings”, “2nd Chance Promotions, or “2nd Chance”, whether singular or plural, shall include both 2nd Chance drawings and 2nd Chance promotions, singular or plural.

“Service” means the Internet service.

“Site” or “[www.mdlottery.com](http://www.mdlottery.com) online network” means the content of the mdlottery.com® web site, the MLR App or any other site owned, operated, licensed, sponsored or controlled by the Maryland Lottery®, including linked sites such as gaming.mdlottery.com, mdgamblinghelp.org, My Lottery Rewards sites which include mdlottery.com/rewards and mdlottery.com/shop, (including links to other websites or servers), Social Media Sites (including Facebook, Twitter, Instagram, and You Tube), any e-mail message, text message, and short message service (“SMS”), and/or other media, and/or any related microsites and/or derivative works of any of the above.

“State” means the State of Maryland.

“State Obligations” mean obligations that include, but are not limited to child support and/or certain other obligations to a State agency or other governmental entity. See Paragraph 6(a) “Taxes and State Obligations”.

“Subscription” and “Subscriptions” mean a manner by which a Member may play certain eligible Lottery games (Mega Millions®, Powerball®, Cash4Life® and/or Multi-Match®) by purchasing in advance a set of numbers for consecutive drawings for the period of time specified on a Member’s Subscription Purchase Receipt email and within the Member’s Account under Subscriptions.

“Terms” means the Terms & Conditions and all other policies and notices on this Site or the [www.mdlottery.com](http://www.mdlottery.com) online network.

“Terms of Use” means the contents of this document titled, “My Lottery Rewards Terms of Use”.

“Ticket” or “Tickets” mean any valid eligible non-winning Maryland Lottery scratch-off tickets and valid eligible winning or non-winning Lottery terminal tickets.

“User” and “Users” mean any player, user, Member, any person who submits content or other material, and/or any other person who visits or uses all or any portion of the [www.mdlottery.com](http://www.mdlottery.com) online network.

“Website” means all websites related to My Lottery Rewards and the MLR App.

All other capitalized terms not defined in these MLR Terms of Use are defined in the Rules.

## 1. Binding Stipulations and Obligations

- (a) The Service is composed of the My Lottery Rewards™ portion of the [www.mdlottery.com](http://www.mdlottery.com) online network. My Lottery Rewards includes the MLR Programs:
- i) Points for Prizes,
  - ii) Promotions, which includes:
    - a. Second chance drawings, and
    - b. Points for Drawings,
  - iii) The Subscription portion,
  - iv) Achievements offered to obtain an opportunity to receive points; and
  - v) Websites that offer various player information, activities, products, and services related to the Lottery and to My Lottery Rewards.
- (b) The Service and Website are subject at all times to the Agreement Terms.
- (c) By using the Service, the Website, or any associated material or site, you acknowledge your agreement to these Agreement Terms, including the Rules, all of which are incorporated by reference into these Agreement Terms. If there is any conflict between the Rules and the rest of the Agreement Terms, Lottery shall resolve the conflict at Lottery's sole discretion.
- (d) Lottery may change, modify, update, revise, add to, or remove any portion or all of the Agreement Terms, including the Rules, at any time without notice, by posting new Agreement Terms at this location or at [www.mdlottery.com](http://www.mdlottery.com) under About Us under Legal Information, and the new Agreement Terms shall be effective immediately when posted on this location or on [mdlottery.com](http://mdlottery.com). You are responsible for reviewing the Agreement Terms (including the Rules) periodically for any such change, modification, etc. Your continued use of the Website and Service after such posting means that you accept all such changes, modifications, updates, revisions, additions, or removals. If you do not agree to the Agreement Terms, including the Rules, your sole remedy is to cease to access the Website and to cancel any Account or services for which you have enrolled or registered (services include the MLR Programs).
- (e) Lottery may determine expiration dates for points (which include Prize Points, Draw Points, and any other points Lottery may determine) and entries, and may set final claiming dates. Points do not constitute property, do not entitle you to a vested right or interest, and have no cash value. As such, points are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale of points is strictly prohibited. Any points remaining in your Account at any termination or cancellation of your Account will be forfeited without compensation unless Lottery determines otherwise.
- (f) The sale of a Subscription is strictly prohibited. If a Subscription remains in your Account at any termination or cancellation, Lottery in its sole discretion will determine what, if any, action shall be taken regarding the Subscription. My Lottery Rewards, and/or any relevant portion of it, is void where prohibited. All terms and provisions in these Terms of Use and all terms and

provisions in the Agreement apply unless otherwise provided in a specific promotion or drawing's specific Drawing Rules.

(g) If you violate any of the Agreement Terms, Lottery may issue you a warning about the violation, or may suspend or terminate your Membership and any Account you have established, with or without notice; Provider may act upon Lottery's written instructions to issue you a warning or to suspend or terminate your Account. You acknowledge that Lottery is not required to provide you notice before terminating your Account, but it may choose to do so, and Provider is not required to provide you notice if acting on Lottery's instructions. Throughout these Terms of Use, statements may exist about your actions or inactions that may result in termination of your Membership and/or Account. The provisions of this subparagraph apply to each of those statements. Any decision regarding termination of an Account shall be at Lottery's discretion.

(h) The Agreement Terms constitute the entire agreement between you and Lottery regarding your use of, and rights and obligations in your use of: the Service and the Website, and the information, activities, products and services provided on the Website. If you have questions about the Agreement Terms, including the Rules, send an e-mail message to Lottery Customer Resources at: [ask.lotteryandgaming@maryland.gov](mailto:ask.lotteryandgaming@maryland.gov), and please put "My Lottery Rewards" in your e-mail's subject line. Provider may provide additional terms of your agreement with Provider on a separate page on the Website.

(i) The Website contains, among other things, information related to the products and services of Lottery. These Agreement Terms contain terms, conditions, stipulations, and obligations applicable to your general use of the Website and the services, products, activities, and information on the Website, but do not contain all applicable terms, conditions, limitations, or exclusions related to the Website, our products, or services. Please also review all Terms, including disclosures and notices, at [www.mdlottery.com](http://www.mdlottery.com) under "About us" under "Legal Information".

(j) **DISCLAIMER. MD LOTTERY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ASSUMED LIABILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF INFORMATION FROM THE WEBSITE OR THE LINKS TO ANY SERVERS OR LOTTERY'S HOME PAGE at [www.mdlottery.com](http://www.mdlottery.com).** Lottery attempts to be as accurate as possible in information on the Website. However, MD Lottery does not warrant that any information, including descriptions of any service, product, or other thing offered on the Website is accurate, complete, reliable, current, or error-free.

(k) With the exception of any Subscription purchase or win: By using the Service or the Website, you agree to participate in any related Lottery event, including any Lottery event that may be public, taped, or televised, or to send a proxy who will participate. Lottery reserves the right to approve or reject any proxy designated by you. You agree that in any public, taped, or televised Lottery event you and your proxy will behave in a reasonable, respectful and cooperative manner and will not be under the influence of drugs or alcohol. You also agree to wear at any public, taped, or televised Lottery event clothing that contains no logos or writing, and Lottery reserves the right to determine what clothing is acceptable for appearing in the public, taped, or televised

Lottery event. Lottery also reserves the right to: require you and any proxies to wear clothing provided by Lottery; and appoint a proxy or stand-in if your or proxy's clothing, behavior, or other aspect is not acceptable, in Lottery's reasonable sole discretion.

(l) Online Content

- i) Provider or Lottery provides most of the Content on the Website. It is possible through certain activities and services of My Lottery Rewards for Content to be provided by Members. Content created by Members also includes any e-mail written by and distributed by a Member to Provider or Lottery via any feedback e-mail function within the Website. False information, vulgar language, crude or explicit sexual references, discussions of illegal drugs, alcohol use, racially or ethnically offensive content, and hate speech are always inappropriate Content for the Website and may be removed by Lottery or Provider. Member Content on the Website is monitored by Lottery. Lottery reserves the right to prevent the publication of Content that is objectionable to Lottery for any reason. This determination is at our sole discretion, and is final. Lottery does not have any liability for any failure to remove, or any delay in removing, Content.
- ii) If Lottery prevents the publication of Content that you created, we may send you a warning. If it is a serious offense or if you have violated the Agreement Terms before, Lottery may have Provider terminate your Membership. Sending a feedback e-mail to Provider or Lottery that includes inappropriate Content may result in termination of Membership. In addition, Lottery may have Provider terminate your Membership at any time with or without notice.

(m) Online Conduct and Content

- i) Conduct should be guided by common sense and basic etiquette and is subject to rules, policies and statutes of the Lottery, Commission, the Maryland State Lottery Law, and the State of Maryland. Lottery has zero tolerance for illegal or inappropriate Conduct on the Website. You must also obey rules for use of third party tools and rules of interactive service providers, state, local, and federal laws, or foreign or international law where applicable. Ignorance of the law is no excuse. If you violate any of the Agreement Terms, Lottery may instruct Provider to terminate your Membership and may cooperate with appropriate law enforcement agencies in investigating any illegal behavior.
- ii) You agree that you will be personally responsible for your Conduct on, and for all of your communication and activity on, the Website or Service, including any Content you contribute, and that you will defend, indemnify and hold harmless MD Lottery, Provider, their affiliates, contractors, and Content providers, and their employees, officers, agents, representatives, officials, and directors from any liability or damages arising from your conduct on Website, including any Content that you contribute or that you copy and distribute.

(n) Public Nature of Communications

Lottery is not responsible for information that you choose to communicate to other Users on Website, or for the actions of other Users. Once you post or send any Content to the Website, you expressly grant Lottery the complete and irrevocable right to quote, re-post, use, reproduce, modify, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the Content in any form, anywhere, with or without attribution to your online identity, and without any notice or compensation to you of any kind.

(o) If you encounter another User who is violating any of the Agreement Terms, you may report the User using the Member Feedback form under the MLR Help Menu.

(p) Availability to Public of Submitted Information: Except for information i) submitted exclusively on a Subscription application, or ii) regarding any Subscription purchase or win, information submitted in connection with the Website, including your name and other information, may be subject to disclosure pursuant to the Maryland Public Information Act, §§ 4-101 *et seq.* of the General Provisions Article of the Annotated Code of Maryland.

(q) If you alter any Lottery Ticket or entry you are subject to prosecution.

## **2. Account Registration and Use**

(a) An individual who creates an Account becomes a Member and gains all rights and obligations afforded under these Agreement Terms (“Membership”). Your Membership allows you to participate in all services and activities on the Website, including entering any eligible Lottery Ticket(s) or purchasing a Subscription for an eligible Lottery game.

(b) You must be 18 years of age or older and you must provide your birth date in order to create an Account and be eligible to: enter Tickets, complete specific achievements to earn rewards such as Prize Points and Draw Points, enter drawings, create a Subscription, or in any way participate in MLR. You must also provide your full name, a valid United States address (for a Subscription, a valid Maryland address is required), a telephone number, the last four numbers of your Social Security Number, and a legitimate, working e-mail address that is registered in your name, and you must select and provide a password. Additional information may be required for Subscriptions. (If you do not have a phone, you may provide the phone number of a person who agrees to let you provide that telephone number, and who can reach you and obtain any needed response from you or relay any needed information). Your online identity is your first name and your e-mail address. You may not use an online identity that is used by someone else, and your online identity may not be vulgar, or otherwise offensive, or be used in any way that violates the Agreement Terms. You may not provide false information during the registration process. You must provide truthful, complete and accurate information in creating your Account. You are not permitted to create additional accounts, even if your email or other relevant information changes. Instead, you may log in with your existing account credentials and make any desired changes at any time. You are responsible for maintaining updated contact information in the “My Account” area of the Website. Lottery is not responsible for any incorrect or inaccurate information supplied by any Member.

(c) The following are not eligible to participate in My Lottery Rewards or any portion of it (so necessarily are not eligible to earn Prize Points for the redemption of items in the Points for Prizes<sup>®</sup> Store; earn Draw Points and enter a Points for Drawing promotion or drawing; submit Tickets to enter a second chance drawing or promotion; enter any other drawing or promotion to win a prize; create a Subscription; participate in any information, or other activity, product, or service on the Website; or to participate in any other portion of My Lottery Rewards. Additionally the following are prohibited from receiving any items from the Points for Prizes<sup>®</sup> Store; or claiming any prize won in a Points for Drawing promotion, a second chance drawing or promotion, or any other promotion):

- i) Any Commission member, or any officer or employee of the Lottery or the Commission, or any individual who is a spouse, domestic partner, child, parent, parent-in-law, or sibling of a Commission member or of an officer or employee of the Lottery or the Commission who lives in the same principal residence as the Commission member, officer or employee;
- ii) Any officer or employee of any Maryland Lottery vendor (including the Lottery's advertising agencies, broadcast station, on-line gaming contractor, instant ticket contractor(s), Provider, SGI, and/or any of their parent companies, subsidiaries, or subcontractors, and/or any member of such officer or employee's immediate family (spouse, domestic partner, child, parent, parent-in-law, or sibling) who resides in the same residence as the officer or employee; and
- iii) Any participant in the Lottery's Voluntary Exclusion Program (See Paragraph 16. Additional Provisions, subparagraph (h)).

(d) You may have no more than one (1) single active Account. Lottery reserves the right, without warning or notice, to suspend or terminate the Membership of any Member who establishes more than one single active Account. Provider reserves the right to act upon Lottery's instructions to terminate Membership as directed by Lottery.

(e) You are solely responsible for all activity on your Account and for the security of your computer system. You may not reveal your password to other users. Provider and Lottery will not ask you to reveal your password or ever initiate any contact with you by asking for your password. If you forget your password, follow the procedures outlined on the Website, by clicking on the "forgot your password?" link on the log-in page. You may change your password at any time when logged in, at the "My Account" page. You agree to defend, indemnify and hold harmless Lottery, and all of MD Lottery, for:

- i) Any improper or illegal use of your Account;
- ii) Any illegal or improper use by someone to whom you have given permission to use your Account (giving permission to someone else to use your Account is also prohibited); and/or
- iii) Any illegal or improper use of your Account by someone who closes your Account.

(f) Your Account/Membership is at risk if you let someone use it inappropriately and your Account may be immediately terminated if you or anyone using your Account/Membership violates the Agreement Terms. You may not allow anyone with a terminated Membership (also

referred to as a terminated or cancelled Member) to use your Account to access the Website. If your Account/Membership is terminated, you will lose and forfeit any earned points and entries for drawings you may have, and any other benefits obtained or with the potential to be obtained via the Website; Lottery shall determine what shall happen regarding any potential or actual benefits earned via a Subscription. You may not join the Website again without the express written permission of Lottery, and Lottery will be under no obligation whatsoever to consider any request for Membership.

(g) To prevent fraudulent submissions, after ten (10) consecutive attempts to submit entries that are not recognized as eligible Lottery Tickets, you will be unable to submit entries for 24 hours.

(h) Member consents to Lottery or Provider's gathering and collection of information pertaining to Member's use of MLR. Lottery or Provider may use this information to personalize a Member's experience with MLR Programs through the Member's Account.

### **3. Prohibited Acts**

(a) The actions described in (b) are prohibited acts and violate the Agreement Terms. If you (or others using your Account) violate the Agreement Terms, Lottery may:

- i) Immediately terminate your Account and delete any submission, entry, and any other input by you to the Site (Lottery in its sole discretion will determine what, if any, action shall be taken regarding any Subscription); and
- iii) Take steps to subject you to additional legal action.

(b) The following are prohibited acts.

- i) Post, transmit, promote, or distribute Content that is illegal.
- ii) Transmit or facilitate distribution of Content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights or, in a reasonable person's view, objectionable or inappropriate. Hate speech is not tolerated.
- iii) Transmit or facilitate distribution of Content that may contain: any vulgar language; any personal attack of any kind; any offensive comment that targets or disparages any ethnic, racial, or religious group; any spam; anything clearly off topic; or anything that may promote, advocate, or encourage any illegal activity.
- iv) Impersonate another person (including celebrities); falsely indicate that you are an employee of Provider or Lottery or a representative of Lottery, Provider, or the Website; or attempt to mislead another person by indicating that you represent Provider or Lottery or any of their partners or affiliates.
- v) Establish or participate in the establishment of additional Member Accounts beyond the permissible limit of one Member Account per person for any purpose whatsoever.
- vi) Attempt to get a password, other account information, or other private information from a Member or any other User on the Website. Remember: employees of Provider or Lottery will NEVER ask for your password; DO NOT give your password out to anyone.
- vii) Upload any software or Content that you do not own or that you do not have permission to freely distribute.

- viii) Promote, advocate, or encourage any illegal activity including hacking, cracking or distribution of counterfeit software.
- ix) Upload files that contain a virus or corrupted data.
- x) Improperly use or make false reports via the Website Member Feedback form or Provider Customer Support or Lottery Customer Resources.
- xi) Use or distribute “auto” software programs, “macro” software programs or other “cheat utility” software programs or applications.
- xii) Modify any part of the Website that Lottery does not specifically authorize you to modify.
- xiii) Violate any applicable laws, regulations or rules wherever you are when on the Website. This includes rules for use of our or third-party technology and Content, rules of interactive service providers, and any other federal, state, local and foreign laws where applicable. Ignorance of the law is no excuse. The laws that apply in the offline world must be obeyed online as well. Provider and Lottery have zero tolerance for illegal behavior and cooperate with law enforcement in such matters.
- xiv) Interfere with, hack into, or decipher any transmissions to or from the servers running the Website.
- xv) Exploit any bug in the Service to gain unfair advantage in any Website activity, or communicate the existence of any such bug to any other User of the Service or the Website.
- xvi) Take any action that interferes with the ability of other Users to enjoy using the Website or that materially increases the expense or difficulty of maintaining the Service for the enjoyment and use of all its Users. Submit any entry other than from eligible Lottery Tickets.
- xvii) Attempt to manually or automatically submit any fraudulent entry.
- xviii) Violate any provision of the Agreement Terms.

#### **4. Termination and Cancellation of Membership**

(a) Lottery has the right at its sole discretion to terminate, permanently disqualify, suspend, and/or change your Account/Membership and any portion or portions of your Account/Membership, [notwithstanding any of those decisions, any decision about a Subscription pursuant to an affected Account/Membership will be made at Lottery’s discretion] including, but not limited to your use of the Website or the Services, Products, activities, and information on the Website at any time for any reason, without notice to you. Provider has the right to act, without notice to you, upon Lottery’s decision to effect any termination, permanent disqualification, suspension, or change. You agree that MD Lottery and Provider shall not be liable to you or to any third party for any change to, suspension of, termination of, or permanent disqualification from, your Membership (including but not limited to your use of the Website or the Services, Products, activities, and information on the Website). Further, Lottery retains the right to terminate My Lottery Rewards, in full or in part, at any time. Lottery also retains the right to create an expiration date for any points registered on the Website.

- (b) At this time,
- i) Prize Points expire and convert to Draw Points a year after they are earned, at the end of the month. For example, if you earn Prize Points in November 2018, the Prize Points

must be redeemed by November 30, 2019 or will convert to Draw Points as of December 1, 2019; and

ii) Draw Points do not expire.

Lottery reserves the right to establish, change, modify, or eliminate a rule or provision regarding the expiration of Prize Points and Draw Points at its discretion.

(c) In the event that the Points for Prizes® program and/or the Points for Drawings® program is terminated, any unused points for the specified program in your Account after the announced closure deadline date shall be considered expired, lapsed, void, and ineligible for further use. In the event the MLR Program is terminated, upon announcement of the termination, merchandise redemption in the Points for Prizes® Store shall be limited to a total of approximately sixty-six million six hundred sixty-six thousand sixty-seven (66,666,667) Prize Points cumulatively from all registered My Lottery Rewards Members. This applies to Prize Points only. There is no redemption for Draw Points. Lottery may address at the time of any termination of the MLR Program what will happen regarding any existing Subscription. If in the future there is a change to this policy, the revised Terms of Use will be posted at this location or at [www.mdlottery.com](http://www.mdlottery.com).

(d) Other provisions regarding termination are stated throughout these Terms of Use, including in Section 1 (e), (f), (g), (l) and (m), Section 2 (d) and (f), Section 3, Section 5(a), Section 7 and Section 9(b). Further, if you violate any of the Agreement Terms, or if Lottery decides to terminate your Account, Lottery may take legal action against you and may cooperate with appropriate law enforcement agencies in investigating any illegal behavior.

(c) You have the right to cancel your Membership at any time. You understand and agree that the cancellation of your Membership is your sole right and remedy with respect to any dispute with the Website and/or with Lottery. This includes, but is not limited to, any dispute related to, or arising out of: (1) any portion of the Agreement Terms or Lottery's enforcement or application of the Agreement Terms; (2) the Content available through the Website or any change in Content provided through the Website; or (3) your ability to access and/or use Website. You may cancel your Membership by contacting Provider Customer Support through the Member Feedback form at the Help tab on the Website or by calling 1-800-201-0108. A telephone request must be confirmed in writing. A cancellation request may take up to three (3) business days to process.

(d) In the event that your Membership is terminated by Lottery or cancelled by you:

- i) You will have no further access to your Account or anything within the Website associated with it;
- ii) Any live entry for any second chance game, drawing, promotion, or any Points for Drawings drawing or promotion will be deleted or removed;
- iii) Any of your unredeemed Prize Points that are assigned to the cancelled or terminated Account will be deleted;
- iv) Any of your Draw Points will be deleted;
- v) At its discretion, Lottery may delete any other Content at the Website that is associated with the Membership;
- vi) Lottery in its sole discretion will determine what, if any, action shall be taken regarding any Subscription; and

- vii) Lottery may take other actions, including reporting criminal activity to appropriate authorities and bringing civil claims against you.
  - viii) An active Member may not allow a terminated or cancelled Member to use the active Member's Account to access the Website.
- (e) Termination due to lack of use.
- i) Your Account may be terminated by Lottery due to lack of use. If you have not entered any Tickets, redeemed any points, or created a Subscription within a 365-day period, your Account will be considered inactive and placed in a dormant status ("Dormant Account"). During that 365-day period preceding your Account being declared a Dormant Account, starting approximately at the time when you have not entered any Tickets, redeemed any points, or created a Subscription for 6 (six) months, three (3) emails will be sent to advise you that your Account is at risk of being placed in a dormant status, i.e., of becoming a Dormant Account.
  - ii) At the end of the above-referenced 365-day period, if you have not entered any Tickets, redeemed any points, or created a Subscription, then, without further notice, your Account will become a Dormant Account. During the period that your Account is a Dormant Account, you will have no further access to your Account or anything within the Website associated with it; any live entry for any second chance game, drawing, or promotion or any Points for Drawings drawing or promotion will be deleted or removed; and Lottery may take other actions it deems appropriate in response to any information that becomes available to Lottery. Your Account will remain in a dormant status, i.e., a Dormant Account, for 182 days. Dormant Accounts may be reactivated on a case-by-case basis.
  - iii) If you make no attempt to reactivate your Dormant Account by contacting the Maryland Lottery during those 182 days that your Account is a Dormant Account and requesting that your Account be reactivated, your Membership will be terminated and your Account will be permanently terminated. You will be required to reregister and create a new Account if you wish to be a My Lottery Rewards Member.

## **5. Drawings, Second Chance, Promotions, and Other**

- (a) You agree that you will submit entries only from eligible Lottery Tickets. Attempting to manually or automatically submit any fraudulent entry into any drawing, second chance promotion, Points for Drawings promotion, or any other drawing or promotion related to the Service or the Website is cause for termination of Membership and you may be subject to additional legal action.
- (b) The required entry information from an eligible Lottery Ticket through a computer includes:
  - i) Scratch-off Ticket: the 13-digit ticket number from the BACK of the ticket and the 13-digit Validation number located under the latex from the FRONT of the ticket; or any other information as determined by Lottery.
  - ii) Terminal Ticket: the 25-digit Rewards Points Code on the FRONT of the ticket; or any other information as determined by Lottery.

- (c) The required information to enter a Ticket through the MLR App is found by:
- i) Scanning a Lottery terminal Ticket's QR code® (QR code is the matrix barcode at the bottom of a terminal Ticket);
  - ii) Scanning the bar code on the back of a Lottery scratch-off Ticket;
  - iii) Entering the required information; or
  - iv) Any other information or method as determined by Lottery.

(d) You expressly grant Lottery permission to include your name, hometown and any likeness or photograph (including a photograph taken by Lottery) in association with your winning a prize or being selected or designated a winner in any second chance promotion, promotion, project, drawing, bonus drawing, or any other product, service or activity as may be available on Website from time to time and that you have participated in as a Member. You agree that your participation as a Member is voluntary. See also further provisions, including Paragraphs 6 (Taxes and State Obligations) and 16 (Additional Provisions). This provision does not apply to Subscriptions.

## **6. Taxes and State Obligations.**

Regarding Second Chance, Points for Drawings, Promotions, Subscriptions, and other offerings (excluding Points for Prizes):

(a) If you win a prize and you owe State Obligations then:

- i) If you win a merchandise prize, including a gift card (unless otherwise provided in the general or specific Second Chance, Promotion, Drawing or other offering rules), or an experiential prize, or a Trip Prize (all of which may be referred to jointly or severally as, "Merchandise Prize") valued over \$600, then you must pay those outstanding State Obligations in order to receive the Merchandise Prize.
- ii) If you win a Merchandise Prize valued at \$600 or less, and your Merchandise Prize is fulfilled by an entity other than SGI or its subcontractor(s), then you must pay those outstanding State Obligations in order to receive the Merchandise Prize. Unless otherwise provided in a specific promotion or drawing's specific Drawing Rules, if you win a merchandise prize valued at \$600 or less, and your Merchandise Prize is being automatically fulfilled by SGI or its subcontractor(s), then SGI or its subcontractor(s) may fulfill the prize without Lottery checking for State Obligations.
- iii) If any of those outstanding State Obligations referenced in 6.(a)(i) or ii) are not paid off within five (5) business days [or another period if so provided in the general or specific Second Chance, Promotion, Drawing or other offering rules] of claiming the prize, then, unless otherwise provided in the general or specific Second Chance, Promotion, Drawing or other offering rules, at the sole option of Lottery or SGI or its subcontractor(s) (or any other entity fulfilling the prize), a) you will be disqualified and an alternate winner may be selected; or b) in the situation where the option is provided to Lottery, you will be required to receive cash in substitution for the Merchandise

Prize, the substitute cash prize will be applied to your unpaid State Obligations, you will be taxed on the value of the substitute cash prize, and further amounts may be owed. Unless determined otherwise by Lottery, your Draw Points used in entering the drawing or other promotion, will not be refunded. You may not assert any right or remedy on account of any substitution, disqualification, lack of refund, or other action by Lottery.

- iv) If you win a cash prize, then the cash prize will be applied first to your unpaid State Obligations. You will be taxed on the value of the cash prize. Further amounts may be owed.

(b) Members are responsible for all taxes, including income taxes, regarding any prize won. You will receive a W-2G form for any prize won with a value greater than \$600. All amounts/values paid to you or on your behalf will be included in your taxable income. You will be taxed on those amounts. The minimum required Federal and state taxes will be withheld from all cash prizes over \$5,000.

(c) If you win a Merchandise Prize valued over \$600 or any cash prize, or certain other prizes, including certain prizes from a Subscription, you must complete a Lottery Claim Form. The Lottery Claim Form requires you to include your Social Security number (SSN), and you must provide proof of your SSN and furnish photo I.D. proof of being at least 18 years of age.

## **7. Commercial Activity and Unsolicited E-mail**

You may not advertise any goods or services on the Website. Chain letters and pyramid schemes are not allowed. You may not use any aspect of the Website to collect information, including login identity/online identities, about Website Members. Use of such information to send unsolicited e-mail or for any other purpose is strictly prohibited. You may not exploit the Website or any services, products, information, or activities offered on the Website for any commercial purpose. Any violation of these provisions may subject your Membership to immediate termination and further legal action.

## **8. Use of Machines, Computers, and Scripts**

The use of machines, computers except as authorized by Lottery, scripts, or any automated system on the Website is strictly prohibited and may result in criminal liability under the Computer Fraud and Abuse Act, Section 1030 of the United States Code.

## **9. Proprietary Rights; Copyrights and Trademarks**

(a) Except for third party Content, the Content on the Website are owned by Lottery. All rights are reserved. Third party Content includes Content that is provided by Provider or by other Content owners who provide a license to Provider or Lottery and that is protected by copyrights, trademarks, and other intellectual property rights. You may not copy or download any Content from the Website unless Lottery has expressly in writing authorized you to do so. You must have the legal right to upload any Content to the Website before you do so. You may not copy,

transmit, modify, distribute, show in public or in private, modify or create any derivative works from Content you find on the Website unless Provider, Lottery, or the licensor of either of them, depending on who owns the Content, expressly in writing authorizes you to do so. Without limiting the foregoing, you may not i) direct link, inline link, deep link, or otherwise hyperlink any page of the Website or of mdlottery.com or ii) page-scrape, robot, spider, hack, password mine or use any similar automatic or manual program or process to use the Website. MD Lottery retains and exclusively own all right, title and interest in and to our computer programs, software, and technology (“Technology”), our trademarks, trade names, brand names, logotypes, symbols, service marks, domain names, and the goodwill of the business symbolized thereby (“Trademarks”) and our methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (“Knowledge”), as well as our copyrights, patents, trade dress or other intellectual property rights, including, without limitations, any Technology, Trademarks, knowledge or copyrights, patents, trade dress or other intellectual property rights developed, generated or supplied by you in connection with your use of the Website and the Services, Products and information on the Website.

(b) Making unauthorized copies of any Content found on the Website can lead to the immediate termination of your Membership and may subject you to further legal action (nevertheless, any decision about a Subscription will be made at Lottery’s discretion.). If other Content owners take criminal or civil action against you or against Lottery or any other portion of MD Lottery as a result of your actions, you agree to defend, indemnify, and hold harmless MD Lottery and its affiliates, Contractors, related companies, and their employees, officials, officers, directors, agents, and licensors from all such claims.

## **10. Website Software**

(a) Some activities on the Website may require that you download software from Provider or Lottery or their licensors, which may include widgets (“Website Software”), onto your computer. Provider and Lottery grant to you a non-exclusive, limited license to use the Website Software as required to use the Service or the Website. You may not sub-license or charge others to use or access the Website Software. You may not use the Website Software for any other purpose. You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from the Website Software. You may not modify the Website Software or use it in any way not expressly authorized in writing by the entity that owns the Website Software. You understand that Provider or Lottery’s introduction of various technologies may not be consistent across all Internet browser platforms and that the performance and some features offered on the Website or by the Service may vary depending on your computer and other equipment.

(b) NEITHER LOTTERY NOR ITS LICENSORS HAVE ANY LIABILITY OF ANY KIND OR NATURE IN CONNECTION WITH YOUR USE OF THE WEBSITE SOFTWARE (INCLUDING LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE OR PERSON), AND THE ENTIRE RISK OF USE (INCLUDING WITHOUT LIMITATION ANY DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE OR TO ANY PERSON) RESIDES WITH YOU.

(c) The Website Software may be subject to United States export controls. By downloading the Website Software, you warrant that you are not located in any country, or exporting the Website Software to any person or place in a country or place, to which the United States has embargoed goods.

## **11. Export Control Laws**

You agree to abide by United States and other applicable export control laws and to not transfer, by electronic transmission or otherwise, any Content or the Website Software subject to restrictions under such laws to a national destination prohibited by such laws without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to the Website any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. Your agreements, assurances and commitments in this Section shall survive termination or cancellation of this Agreement or your Membership.

## **12. User's Computer Information**

When you connect to the Website, Provider and/or Lottery may retrieve information from the computer used to log onto the Service about the computer's hardware system and any data related to the computer's operation of the Website Software. Provider will record the IP Address of a Member who logs in to participate in the Service, and may provide this information to Lottery. Provider and Lottery each commit not to collect any personal information about you without your knowledge and consent. Provider and/or Lottery may collect the following personal information from you, and you consent to their collection of the following personal information from you: name, address, telephone number, date of birth, age certification, gender, e-mail address, mobile telephone number, password, gaming preferences, last four (4) digits of your Social Security Number. In addition, regarding the Lottery: See the Lottery's Privacy Policy at [mdlottery.com](http://mdlottery.com) under "About Us".

## **13. Links to Third-Party Sites**

Website may include hyperlinks to websites operated by parties other than Provider or Lottery. Third-Party sites may collect data or solicit personal information from you. Provider and Lottery do not control websites that are hyperlinked from the Website, and Provider and Lottery are not responsible for their content, terms of use, or privacy policies, or for the collection, use or disclosure of any information those sites may collect.

## **14. Limitations On Warranty And Liability**

(a) YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, THE WEBSITE, AND THE INTERNET IS AT YOUR SOLE RISK. THE SERVICE, SOFTWARE, LOTTERY PRODUCTS AND SERVICES, THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED IN AND ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS

SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. THROUGH THE PROVIDER, LOTTERY PROVIDES THE SERVICE AT NO CHARGE TO MEMBERS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT PROVIDER OR LOTTERY WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

(b) YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH LOTTERY OR ITS LICENSORS OR THIRD PARTIES CONTRACTING WITH THEM IS TO STOP USING THE SERVICE AND TO CANCEL YOUR MEMBERSHIP.

(c) YOU ACKNOWLEDGE AND AGREE THAT MD LOTTERY, ITS LICENSORS AND AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION, OR CONTENT ON THE SERVICE, OR USE OF WEBSITE SOFTWARE. IN NO CASE SHALL MD LOTTERY OR ITS WEBSITE AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF SERVICE, SOFTWARE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF OR MEMBERSHIP IN WEBSITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, LOTTERY AND AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW AND, AS APPLICABLE, MARYLAND LAW SHALL APPLY. LOTTERY DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH WEBSITE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

(d) MD LOTTERY IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER INTANGIBLE LOSSES), EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH: (1) YOUR USE OF OR INABILITY TO USE THE WEBSITE OR THE INFORMATION, PRODUCTS, ACTIVITIES, OR SERVICES ON THE WEBSITE; (2) ANY STATEMENT OR CONDUCT OF ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY CONTENT IN ANY WIDGET WE MAY USE); OR (3) ANY OTHER MATTER RELATED TO THE WEBSITE OR THE INFORMATION, PRODUCTS OR SERVICES ON THE WEBSITE. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU; OTHERWISE, THIS PARAGRAPH IS INTENDED TO BE APPLICABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW.

(e) MD Lottery is not responsible for any negligence of any person or entity, including any portion of MD Lottery, or for any claim, liability, injury, illness, death, property loss, or other damage of or to you, Lottery players, winners, guests, other participants, and/or their family members, or other persons, arising directly or indirectly from or in connection with the participation in or the use or misuse of prizes selected or awarded, or with participation in any MLR Program, Service, Product, information, or other opportunity through the Website or any other portion of the [www.mdlottery.com](http://www.mdlottery.com) online network, or in any event or occurrence related to any of them, including, but not limited to claims for damage to property, for personal injury, illness, or death, or claims based on defamation, rights of privacy, rights of publicity, or delivery of cash or merchandise, or other prize.

(f) MD Lottery is not liable or responsible for any loss, theft, damage, or destruction to or of all or any portion of any of the prizes, whether during delivery or at any other time;

(g) MD Lottery has not made, and is not responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to any service, product, promotion, drawing, information, activity, or prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose;

(h) MD Lottery is not responsible or liable for the quality of any prize, including but not limited to any prize in any MLR Program.

(i) Under no circumstances shall MD Lottery be held liable for any delay or failure of the Website, or for any of the services, products, activities, promotions, prizes, or information on the Website.

(j) Further limitations on warranty and liability are stated throughout the Agreement Terms. The provisions of this Section are in addition to, and not intended to limit or modify any other relevant provisions in these Agreement Terms and in the Terms, disclosures, and notices at [mdlottery.com](http://mdlottery.com) under “About Us”.

## **15. Indemnification**

(a) You agree to indemnify, hold harmless, release, and defend MD Lottery from and against any and all losses, liabilities, claims, suits, costs, damages, and expenses, including attorneys’ fees, directly or indirectly resulting from, arising out of, relating to, or in any connection with:

- i) Your participation in any aspect of the Service, the Website or MLR Program, any related drawing or promotion, any related event or occurrence, service, activity, product, and/or information, and/or out of the awarding, receipt, possession, use, misuse, and/or acceptance of a prize even if caused by any negligence of any of MD Lottery;
- ii) Any breach of any obligation(s) by MD Lottery and/or any third party(s) relating to the Service or the Website, any of their MLR Programs, and/or any related prize and/or use of any of its prizes;
- iii) Your use of the Website and the services, products, activities, or information on the Website;

- iv) Any action or inaction by you which is a violation of any Lottery Requirement; and/or
- v) Any injury, illness, death, or damage resulting from participation in the Service or the Website, any of their MLR Programs, and/or any related prize and/or use of any of its prizes.

(b) You agree to indemnify, hold harmless, release, and defend MD Lottery and its affiliates, contractors, and Content providers, and their employees, officers, and directors from and against any and all losses, liabilities, claims, suits, costs, damages, and expenses, including attorneys' fees, directly or indirectly resulting from, arising out of, relating to, or in any way connected with i) Your violation or breach of these Agreement Terms or governing law; or ii) In connection with your transmission of any Content on the Website.

(c) Other indemnification provisions are stated throughout these Agreement Terms.

(d) The Indemnifications in these Agreement Terms shall survive termination or cancellation of your Membership and of this Agreement.

## **16. Additional Provisions**

By using the Service or the Website, or participating in any aspect of the Service, the Website, or in any MLR Program, or in any prize in any way related to the Service, the Website, or any MLR Program in any way, you, on behalf of yourself and on behalf of any guest(s) and participant(s), acknowledge, understand, consent and agree to the following:

(a) The provisions relating to indemnification, holding harmless, and defending throughout the Agreement Terms;

(b) To accept, be bound by, and follow the terms, conditions, stipulations, and obligations of the Agreement Terms, Rules and all other applicable rules, laws, regulations and statutes, including the Maryland State Lottery Law and Regulations and all other Maryland laws and, as applicable, any other law or laws;

(c) By becoming a Member of MLR and/or by entering any My Lottery Rewards™ Points for Drawings® drawing or promotion, you accept and agree to the Maryland State Lottery and Gaming Control Agency Waiver and Release of All Liability (My Lottery Rewards™ Points for Drawings® Registrant - Drawing Entrant), which can be found at <https://rewards.mdlottery.com/account/displaytos>, as a condition of and to your entrance into any Points for Drawings drawing or promotion and of your receipt of any Points for Drawings drawing or promotion prize; you further acknowledge, understand, consent, and agree that if you win a prize as a result of any My Lottery Rewards™ Points for Drawings® drawing or promotion or any other aspect of MLR, then if requested by Lottery, you will execute a separate and further Waiver and Release of All Liability as a condition of your receipt of that prize; and that by becoming a Member of MLR, you acknowledge, understand, consent and agree: to sign any waivers and releases of liability and/or affidavits of eligibility required by Lottery, and to sign news and press release forms; and to ensure that anyone who is your guest also signs, as required by Lottery, waivers and releases of liability, and news and press release forms;

(d) With the exception of any Subscription purchase or win: to participate in a check/prize presentation ceremony as determined by Lottery;

(e) With the exception of any Subscription purchase or win: to publicity and to have your, your guests', and your participants', name, photos, and/or hometown aired on TV, radio, text messages, Internet, social media such as Facebook, Twitter, YouTube and Instagram, and other media, and in other publicity, as well as used in Lottery publications and advertisements, Lottery mailings, and/or other Lottery-related activities, including mailing lists;

(f) You will provide your full Social Security Number in order to claim certain prizes (including second chance prizes, promotional prizes, and Subscription prizes, but not including Points for Prizes).

(g) That any cause of action you may have with respect to use of the Website or of any information, activity, promotion, service, product or service provided on the Website (including but not limited to any MLR Program) must be commenced within one (1) year after the claim or cause of action arises;

(h) That you give permission to Lottery to check the Lottery Voluntary Exclusion list to determine if your name is on that list, and if your name is on that list, then you agree that any entry submitted with your name and any points related to your name are void, not valid, and will not be considered in relation to any aspect of this Service or Website, a prize will not be awarded, any Subscription may not be paid, and your Account may be closed;

(i) That Lottery reserves the right in its sole discretion to substitute a prize of equivalent value or higher for any or all prizes in the event that circumstances warrant this change or if Lottery determines to make a change, and that you may not substitute a cash equivalent value or other substitute for any prize;

(j) That, once submitted, all entries become the property of Lottery and will not be acknowledged or returned; and at the conclusion of each drawing and at the conclusion of each promotion, entries may be destroyed and/or used by Lottery at Lottery's discretion;

(k) That Lottery may use the information you submitted to register, and may contact you; and, regarding prizes or issues related to the Website, Provider may contact you;

(l) Lottery owns any and all rights to any comment or Content submitted;

(m) That MD Lottery does not endorse any company or other entity by providing a prize or any portion of a prize from that company or other entity or by running a promotion or website through, by, or via a company or other entity;

(n) That Lottery may remove any entry or Content that violates any of the Agreement Terms, including any of the Rules, or that Lottery, in its sole discretion, deems inappropriate;

- (o) That headings and captions are for convenience only, are not a part of the Agreement, have no substantive meaning, and do not affect the Agreement Terms;
- (p) That actual prizes may vary;
- (q) Lottery's decision regarding any aspect of My Lottery Rewards, including Agreement Terms, validity of entries, awarding of points, and all aspects of Subscriptions, is final and binding;
- (r) In the event of your death or inability to partake of a prize, Lottery will make a determination in its sole discretion about the awarding of the prize;
- (s) If more than one name is provided on any winning entry, Lottery will determine which is the winner; and
- (t) For delivery of any prize, product, service, information, or activity, allow a minimum of 4 weeks after Lottery receives a claim or order. If not received by 6 weeks after Lottery receives a claim or order, contact Provider Customer Support through the Member Feedback form at the Help tab on the Website or by calling 1-800-201-0108.

## **17. Other Legal Terms**

- (a) You agree that these Agreement Terms are not intended to confer and do not confer any rights or remedies upon any person other than you and Lottery (and to some extent, the Provider). You also understand and agree that the Agreement Terms, which include and incorporate by reference all Terms on [www.mdlottery.com](http://www.mdlottery.com) including the Privacy Policy, and our enforcement of those policies and Terms, are not intended to confer, and do not confer, any rights or remedies upon you or any other person other than Lottery. If a court of competent jurisdiction holds any part of these Agreement Terms (including any portion of the Terms, since they are included and incorporated in the Agreement Terms) to be invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the Agreement Terms, and that portion shall be enforced to the maximum extent permissible by law so as to effect the intent of these Agreement Terms, and the remainder of these Agreement Terms shall remain and continue in full force and effect.
- (b) These Agreement Terms, your agreement to follow them, your Account, your Membership, and any Subscription shall be governed by the laws of the State of Maryland (without giving effect to its conflict of laws principles) including the rules and regulations of Lottery. Member conduct may also be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim, dispute, action or proceeding by or against you relating in any way to, or resulting from, arising out of, relating to, or in connection with your Membership, any use of the Website, the information, products, activities, or services (including any Subscription) provided on the Website, or these Agreement Terms resides in the courts of Baltimore City, Maryland and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Maryland in connection with any such claim, dispute, action, or proceeding, including any claim involving Lottery, any other part of MD Lottery, Provider, or

any of their affiliates, subsidiaries, employees, officials, contractors, officers, directors, vendors, and Content providers.

(c) Features related to the Service may contain Adobe Shockwave™ Player and Adobe Flash™ Player software by Adobe Systems, Incorporated Copyright © 2018. All rights reserved. Shockwave and Flash are either registered trademarks or trademarks of Adobe Systems, Incorporated in the United States and/or other countries. All other trademarks are the property of their respective owners.

(d) In the event of any termination or cancellation of your Membership or Account, or of these Agreement Terms, then this paragraph 17 and the proprietary rights, widgets, disclaimers, limitation of liabilities, events beyond control, and indemnification provisions set forth above, shall survive indefinitely.

## **18. Last Update**

The Terms of Use were last updated on October 23, 2018.