

## **New Jersey Lottery Rules & Drawing Procedures**

### **Yearlong Collect 'N Win Promotion**

**Effective July 1, 2020**

- NAME:** New Jersey Lottery (“Lottery”) Yearlong Collect ‘N Win Promotion
- OVERVIEW:** The Promotion offers Participants a second chance to win up to \$10,000 in monthly prizes by entering Eligible Draw Game Tickets. Participants enter the Promotion by downloading the Collect ‘N Win app or by registering for a NJCollectNWin account. For every \$1 or more spent on an Eligible Draw Game Ticket that is scanned or entered into the Promotion, the Collect ‘N Win system randomly generates one (1) of six (6) symbols and places the symbol in the first available game card in the registered Participant’s NJCollectNWin account. In order to generate a Drawing Entry, a registered Participant must complete the six (6) symbol card. Once the card is completed, a Drawing Entry is automatically generated for the registered Participant and submitted into the Promotion for the applicable Drawing set forth in the 2020-2021 Draw Schedule and Prizes (“Draw Schedule”) in Section II of these Official Game Rules. The card will then reset to allow more symbols to be generated on that cleared card so that the registered Participant may continue to collect symbols toward the next Drawing Entry.
- There will be twelve (12) monthly drawings during the Promotional Period, which will take place in accordance with the Draw Schedule set forth in Section II of these Official Game Rules. Each monthly drawing will select one (1) \$10,000 prize, five (5) \$5,000 prizes, and two-hundred-fifty (250) \$100 prizes.

## I. New Jersey Yearlong Collect 'N Win Definitions

**Alternate Drawing Entry:** means a Drawing Entry that is drawn and held in reserve in the event any Drawing Entry that is drawn is disqualified or deemed ineligible by the Lottery or its designee.

**Claimant:** means any Winning Participant submitting a Winner Notification Form.

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

**Draw Schedule:** means the submission start and end dates, and the drawing dates, as set forth in Section II of these Official Game Rules.

**Drawing Entry:** means a completed six (6) symbol card which is entered into a monthly drawing. Once the card is complete, a Drawing Entry is automatically generated for the registered Participant and submitted into the applicable Drawing set forth in the Draw Schedule in Section II of these Official Game Rules.

**Eligible Draw Game(s):** means Pick-3, Pick-4, Jersey Cash 5, Pick 6, 5 Card Cash, Powerball, Mega Millions, CASH4LIFE, Fast Play Progressive, Quick Draw or CASH POP. If any new, official Lottery Draw Game becomes active during the Promotional Period, it may be added as an Eligible Draw Game at the discretion of the Director.

**Eligible Draw Game(s) Add-Ons:** means FIREBALL, XTRA, DOUBLER, Megaplier, Powerplay, ALL IN, or BULLSEYE. If any new, official Lottery Draw Game add-on becomes active during the Promotional Period, it may be added as an Eligible Draw Game Add-On at the discretion of the Director.

**Eligible Draw Game Ticket:** means any valid, non-canceled Eligible Draw Game ticket that may or may not include an Eligible Draw Game Add-On of \$1 or more purchased by the participant during the Promotional Period and entered within 60 days of purchase in accordance with these Official Game Rules. Each Eligible Draw Game Ticket number can only be scanned or entered one (1) time in the Promotion.

**Entry Period:** means the time during which Eligible Draw Game Tickets may be submitted, as delineated within the Drawing Schedule in Section II of these Official Game Rules.

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

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

**Participant(s):** means a person who is at least 18 years old and a legal resident of the United States of America and the District of Columbia who has downloaded the Collect 'N Win app at the iTunes® Store for iOS devices or Google Play® for Android® devices, or by visiting NJCollectAndWin.com or njlottery.com, and registered for a NJCollectNWin account by entering all required Participant information ("Participant Information") (name, address, e-mail address, birthdate & phone number) and scanned or entered the barcode number from any Eligible Draw Games Ticket in the Promotion. Corporations, Lottery Retailers, including names listed on any official Agent Lottery License as associate owner(s) and associate non-owner(s), registered courier services, associations, and groups may not participate in the Promotion.

**Promotion:** means the New Jersey Lottery Year Long Collect 'N Win Promotion

**Promotional Period:** means July 1, 2020 through and including June 30, 2021.

**Winner Notification Form:** means a form a Claimant must complete and return that requires the winner to submit his/her Social Security Number for verification to the Lottery within 30 days after notification.

**Winning Participant:** means a Participant who is entitled to receive a \$10,000 or \$5,000 Prize as a result of successful Claimant verification and successful validation, or a Participant who is entitled to receive a \$100 Tango Gift Card under these Official Games Rules.

## **II. 2020-2021 DRAW SCHEDULE AND PRIZES:**

Drawing	Start Submission Date	End Submission Date	Drawing Date	Prize (Tango Gift Card)	Number of \$100 Winners	Prize	Number of \$5,000 Winners	Prize	Number of \$10,000 Winners	Winners Per Draw	Total Prizes
1	7/1/2020	7/31/2020	8/4/2020	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
2	8/1/2020	8/31/2020	9/8/2020	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
3	9/1/2020	9/30/2020	10/6/2020	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
4	10/1/2020	10/31/2020	11/3/2020	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
5	11/1/2020	11/30/2020	12/8/2020	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
6	12/1/2020	12/31/2020	1/5/2021	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
7	1/1/2021	1/31/2021	2/2/2021	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
8	2/1/2021	2/29/2021	3/2/2021	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
9	3/1/2021	3/31/2021	4/6/2021	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
10	4/1/2021	4/30/2021	5/4/2021	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
11	5/1/2021	5/31/2021	6/8/2021	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000
12	6/1/2021	6/30/2021	7/6/2021	\$100	250	\$5,000	5	\$10,000	1	256	\$60,000

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

1. For each purchase of \$1 or more of an Eligible Game Draw Ticket, a Participant will receive one (1) of six (6) randomly generated symbols which will be placed in a Participant's game card. In order to generate a Drawing Entry, a Participant must complete a six symbol card. A participant completes a game card with approximately every thirteen (13) symbols earned. Once the game card is completed, a Drawing Entry is automatically generated for the Participant and submitted for the applicable Drawing set forth in the Drawing Schedule in Section II of these Official Game Rules.

2. Symbols will be captured two (2) ways:
  - a. Through the Collect 'N Win promotional app by scanning the barcode or manually entering the barcode number of any Eligible Draw Games Ticket; or
  - b. Manually by a Participant entering the barcode number of any Eligible Draw Games Ticket via a web interface. The Collect 'N Win website (NJCollectandWin.com) can be accessed via the Lottery's website at NJLottery.com.
3. Each Eligible Draw Games Ticket is verified at time of symbol generation to ensure it is eligible for the Promotion in accordance with the requirements of these Official Game Rules.
4. Once a Drawing Entry has been created, it will be given a unique sequential number and stored in a secured electronic file until the applicable End Submission Date noted in the Drawing Schedule in Section II of these Official Rules.
5. It is recommended but NOT required that Participants save their physical Eligible Draw Game Tickets if needed to submit as verification once they are entered online or via the Collect 'N Win app.
6. Participants will be limited to 50 Eligible Draw Game Ticket Entries per 24-hour period during the Promotional Period.

#### **IV. ELIGIBLE DRAWING ENTRIES**

1. Each entry and subsequent Drawing Entry in the Promotion must be completed via NJCollectAndWin.com or via the Collect 'N Win iOS app or Android mobile app., and each entry and subsequent Drawing Entry in the Promotion must meet all eligibility requirements set forth in these Official Game Rules. Each Eligible Draw Games Ticket barcode number can only be scanned or entered one (1) time in the Promotion. Drawing Entries that include tickets with invalid ticket numbers or tickets that have been canceled will be disqualified from the applicable Drawing or Drawings. Drawing Entries submitted after the End Submission Date for any Drawing will be placed in the next immediately available Drawing. Drawing Entries received after the final Entry Submission End Date will not be eligible for any Drawing or prize. The odds of winning depend on the number of Drawing Entries complying with these Official Game Rules submitted in each Drawing. All Drawing Entries are subject to validation by Alchemy3, Northstar and the Lottery and may be disqualified without notice if eligibility requirements are not met.
2. The Promotion is for individual participants only. Corporations, Lottery Retailers, including names listed on any official Agent Lottery License as associate owner(s) and associate non-owner(s), registered courier services, associations, and groups may not participate in the Promotion and are prohibited from winning and prizes in any Drawing. If the name and address of any selected Drawing Entry matches any

name and address listed on an official Agent Lottery License, the Drawing Entry will be disqualified.

#### **V. RANDOM SELECTION OF DRAWING ENTRIES IN DRAWINGS**

1. Alchemy3 shall conduct 12 individual Drawing during the Promotional Period in accordance with the Draw Schedule listed in Section II of these Official Game Rules.
2. Each individual Draw will be conducted by use of a certified Random Number Generator (“RNG”) program to select a combined total of 356 Drawing Entries and Alternate Drawing Entries. Each individual Drawing during the Promotional Period shall be observed and certified by an independent auditor.
3. Subject to further conditions below, prizes shall be awarded in connection with each Drawing during the Promotion Period in the following manner:
  - a. The first one (1) eligible Drawing Entry that is drawn will be awarded a \$10,000 Cash Prize.
  - b. The next five (5) eligible Drawing Entries that are drawn will be awarded a \$5,000 Cash Prize.
  - c. The next two-hundred-fifty (250) eligible Drawing Entries that are drawn will be awarded a \$100 Tango Gift Card code.
  - d. The remaining one-hundred (100) Drawing Entries drawn will be deemed Alternate Drawing Entries.
4. In the event that any Drawing Entry drawn for a prize is disqualified or deemed ineligible, an Alternate Drawing Entry will be awarded the prize, in the order such Alternate Drawing Entry is drawn. In order for an Alternate Drawing Entry to receive a prize, the Alternate Drawing Entry must be in full compliance with these Official Game Rules. The Lottery shall make the ultimate determination as to disqualifications and ineligibility. Drawing Entries and Alternate Drawing Entries that are not selected in a particular Drawing will NOT roll or carry over to any other Draw during the Promotional Period.
5. Winner contact information will be pulled directly from the Drawing Entry file containing Participant Information provided when registering for a NJCollectNWin account. Failure to include any of the required Participant Information, or failure to keep all Participant Information current and accurate, may result in forfeiture of a prize and/or a claim being denied. The Lottery, Northstar and/or Alchemy3, and/or its/their respective officers, directors, employees, agents or members, shall not have any liability for a Participant’s failure to receive a prize or other notification caused by, among other things, the Participant’s spam, junk e-mail or other security settings or for a Participant’s provision of incorrect, non-functioning or out of date Participant Information.

6. Any Participant who wins a \$10,000 prize will be ineligible to win any remaining \$10,000 prize for the remaining duration of the Promotional Period. Any Participant residing in the same household or who shares the same address as a \$10,000 winner is disqualified from winning a \$10,000 prize for the remaining duration of the Promotional Period. During the Promotional Period, if a potential winning Drawing Entry from a household or address with a prior \$10,000 winning Drawing Entry is selected during the Promotional Period, that Drawing Entry will be disqualified and replaced with an Alternate Drawing Entry. For all prizes other than the \$10,000 prize, a household may win only one (1) prize in each Drawing 1-12. Disqualifications are subject to Section X in these Official Game Rules.

**VI. \$10,000 AND \$5,000 WINNING PARTICIPANT  
VALIDATION/NOTIFICATION/FULFILLMENT**

1. Once the potential winning Drawing Entries and Alternate Drawing Entries are selected, the following steps will occur:
  - a) Alchemy3 will provide Northstar's designated contact person with the list of the combined total of 356 Drawing Entries and Alternate Drawing Entries to check for eligibility. Within seven (7) business days, the Lottery will review the list of Drawing Entries and Alternate Drawing Entries and notify Northstar when the list of winning Drawing Entries is approved to post.
  - b) The potential winning Drawing Entries and the Alternate Drawing Entries will be reviewed to verify that each selected Drawing Entry is valid and that the Participants with potential winning Drawing Entries or Alternate Drawing Entries satisfy the eligibility requirements set forth in these Official Game Rules.
  - c) A report by an independent auditor certifying that each Drawing was conducted in accordance with the procedures set forth in these Official Game Rules will be supplied by Alchemy3 to Northstar and the Lottery within two (2) business days after each Drawing.
  - d) Northstar will notify Alchemy3 that each Participant with a winning Drawing Entry has been cleared and satisfy the requirements of these Official Rules.
  - e) Alchemy3 will post each Participant with a winning Drawing Entry's First Name, Last Name, and City and State of residence to the Collect 'N Win promotional website within two (2) business days of receipt of confirmation from Northstar that the each Participant with a winning Drawing Entry or Alternate Drawing Entry meets the winner eligibility requirements set forth in these Official Game Rules.
  - f) The Lottery will contact Participants with potentially winning Drawing Entries or Alternate Drawing Entries selected for the \$10,000 and \$5,000 Prizes using the Participant Information provided in each Participant's NJCollectNWin account, and will send a winner notification letter including a form to complete and return that will require each such Participant to submit his/her Social Security Number for verification to the Lottery within 30 days after notification.

- g) Returned forms will be reviewed by the Lottery to verify that each Participant with a potentially winning Drawing Entry or Alternate Drawing Entry selected to win a prize in the Promotion meets the winner eligibility requirements set forth in these Official Game Rules.
- h) If neither the selected Drawing Entry(ies) nor the Alternate Drawing Entry(ies) are verified as Prize winners, or Participant(s) with the selected Drawing Entry(ies) or Alternate Drawing Entry(ies) fail to submit their completed winner notification form, Lottery claim form, and/or provide any other information or documentation requested or required by the Lottery within 30 days of receiving a winner notification by the Lottery, the prize will be forfeited and no other Drawing Entry or Alternate Drawing Entry will be selected.
- i) The Lottery will provide Alchemy3 and Northstar with a fulfillment spreadsheet containing Participants with winning Drawing Entries selected in each Drawing 1-12 conducted during the Promotional Period that Lottery has approved for fulfillment.
- j) Additionally, each Winning Participant of a \$10,000 and \$5,000 prize will be checked for offsets, and any debt owed to the State of New Jersey will be deducted and withheld from the prize.
- k) The Lottery will inform Northstar and Alchemy3 when the prizes can be fulfilled.
- l) Alchemy3 will fulfill all the prizes and send payment directly to each Winning Participant.
- m) The \$10,000 and \$5,000 cash prize(s) will be delivered to the Winning Participant via check. Each Winning Participant's information will be confirmed on the winner fulfillment spreadsheet.

**VII. 250 \$100 Tango Gift Cards**

1. Alchemy3 will forward Winning Participant email addresses obtained through the Participant Information provided in each Participant's Collect 'N Win Account to Tango Gift Cards who will send a custom generated email within four (4) business hours notifying and providing each Winning Participant a link to redeem the certificate. Winning Participants will also receive a notification in their Collect 'N Win Account.
2. If neither the selected Drawing Entry(ies) nor the Alternate Drawing Entry(ies) are verified as eligible Drawing Entries, or if the Participant(s) submitting the selected Drawing Entry(ies) or alternate Drawing entry(ies) fail to provide correct, up-to-date Participant Information in their respective Collect 'N Win Accounts, the prize shall be forfeited and no other Alternate Drawing Entry shall be selected.

3. If Winning Participant of a \$100 Tango Gift Card does not claim his/her \$100 Tango Gift Card within 100 days of when Alchemy3 has been cleared to post the list of winners on the Collect 'N Win promotional website, the \$100 Tango Gift Card prize shall be forfeited.

#### **VIII. TAXES AND DEBTS OWED TO STATE**

1. Prizes may be subject to federal tax, including withholding tax, and New Jersey tax, including withholding tax, at the prevailing tax rates. In addition, all prizes may be subject to garnishment per N.J.S.A. 5:9-13.5, 13.14, and 13.17 in accordance with the procedures set forth in N.J.A.C. 17:42-1.1 et seq. and N.J.A.C. 17:43-1.1 et seq.
2. If a Winning Participant is identified as owing an outstanding debt to a State agency or child support collected through a court, the value of the prize may be offset and applied to the Winning Participant's obligations in accordance with the applicable laws of the State of New Jersey. The remaining balance after garnishments, if any, will be awarded to the Winning Participant. If the Winning Participant is able to immediately (within a period of time determined by the Lottery in its sole discretion) and independently satisfy any such debt, the Lottery will not pursue prize garnishment upon proof of satisfaction.
3. Alchemy3 shall withhold the required federal withholding tax rate of 24% from any prize in excess of \$5,000. A higher federal withholding tax rate of 30% shall be withheld from any prize of \$600 or more paid to a Winning Participant who does not furnish a taxpayer identification (social security) number.
  - a. Alchemy3 shall deposit any withholdings on behalf of the prize winner to the appropriate agency and issue the proper IRS form W-2G to the Winning Participant and a copy of the form shall be provided to the New Jersey Lottery.
4. Winning Participants are solely responsible for payment of all applicable federal, State and local taxes associated with any prize awarded in connection with the Promotion.

#### **IX. ODDS AND OTHER RESTRICTIONS**

Odds of winning any prize depend upon the number of Drawing Entries submitted for a particular Drawing in compliance with these Official Game Rules during the Promotional Period. Prizes are not transferable.

#### **X. DISPUTES**

The Promotion is governed by the State Lottery Law, N.J.S.A. 5:9-1 through -25, and the Rules of the Lottery Commission, N.J.A.C. 17:20-1.1 through -12.23. The Lottery's Executive Director has the sole authority to resolve disputes. The Lottery's Executive Director's decision regarding any disputes shall be final.

## **XI. IMAGE AUTHORIZATION**

By participating in the Second Chance Promotion, the Participant hereby irrevocably consents to the use of his/her name, town and state of residence, photograph(s), video(s), voice, and/or likeness (collectively "Image") by the Lottery and its agents, representatives and designees in any and all of the New Jersey Lottery's online, printed and social media advertisements, promotions, publications, illustrations, and other Web content throughout the world in perpetuity, including but not limited to, on the World Wide Web, without payment or any other consideration to the Participant. The Participant hereby irrevocably authorizes the Lottery and its agents, representatives and designees to edit, alter, copy, exhibit, publish and/or distribute, without any inspection or approval of use by the Participant, the Participant's Image for purposes of publicizing the New Jersey Lottery or for any other lawful purpose. In addition, Participant hereby irrevocably waives any right to royalties or other compensation arising from or related to the use of Participant's Image. Participant hereby holds harmless and forever releases, discharges and indemnifies the New Jersey Lottery, Alchemy3, and Northstar New Jersey Lottery Group, LLC, and its/their respective agents, owners, operators, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees, and each of their respective parent companies, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the New Jersey Lottery, Alchemy3 and/or Northstar New Jersey Lottery Group, LLC, from any and all liability, injury, damage, death, litigation, claim, cause of action, loss or demand, known or unknown, which Participant, Participant's heirs, agents, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate have or may have by reason of this Image Authorization, including without limitation, all claims for invasion of privacy, right of publicity, defamation, false endorsement, and any other claims regarding personal and/or property rights. Participant agrees that he/she is at least 18 years of age and he/she is competent to contract in his/her own name. Participant acknowledges that the Lottery Law (N.J.S.A. 5:9-1 et seq. and N.J.A.C. 17:20-1 et seq.) allows the holders of winning Lottery tickets or shares to choose to remain anonymous and Participant acknowledges that this does not apply to the Promotion.

## **XII. WAIVER AND RELEASE**

By participating in the Second Chance Promotion, Participant agrees to forever waive, discharge, indemnify and release the New Jersey Lottery, Alchemy3 and Northstar New Jersey Lottery Group, LLC, and its/their respective agents, owners, operators, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees and each of their respective parent companies, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the New Jersey Lottery, Alchemy3 and Northstar New Jersey Lottery Group, LLC, from any and all liability, injury, damage, death, litigation, claim, cause of action or loss that may occur, directly or indirectly, whether known or unknown, and whether caused by negligence or not, arising out of or associated with Participant's participation in the Promotion, Participant's acceptance, possession, use or misuse of any prize awarded in connection with the Promotion, any defect with the Promotion, and/or any error in the administration or operation of the Promotion. Participant, on behalf of him/herself,

his/her spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries and/or death, whether known or unknown, and whether caused by negligence or not, sustained to Participant or Participant's property, that Participant may have against the New Jersey Lottery, Alchemy3 and Northstar New Jersey Lottery Group, LLC, and its/their respective agents, owners, operators, officers, directors, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees and each of their respective parent companies, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the New Jersey Lottery, Alchemy3 and Northstar New Jersey Lottery Group, LLC, arising out of or associated with Participant's participation in the Promotion, Participant's acceptance, possession, use or misuse of any prize awarded in connection with the Promotion, any defect with the Promotion, and/or any error in the administration or operation of the Promotion.

### **XIII. Promotion Integrity**

The Lottery reserves the right to cancel, terminate, modify or suspend the Promotion for any reason, including but not limited to if it determines, in its sole discretion, that a virus, bug, unauthorized human intervention, fraud or other cause beyond its control (the "Event") has or is corrupting or affecting the administration, security, fairness or proper conduct of the Promotion. In the case of an Event, the New Jersey Lottery, in its sole discretion, may select Winning Participants from all eligible entries received prior to or after resolution of (if appropriate) the Event. The Lottery reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process for the Promotion, the operation of the Promotion or otherwise violates these Official Rules. The Lottery or its designee has the right, in its sole discretion, to maintain the integrity of the Promotion and to void a Drawing Entry for any reason, including the use of bots, macros or scripts or other technical means for entering.

### **XIV. PROMOTION SPONSOR**

New Jersey Division of Lottery, 1333 Brunswick Avenue, Trenton, New Jersey 08648.

### **XV. SEVERABILITY; WAIVER; HEADINGS**

The invalidity or unenforceability of any provision of these Official Game Rules will not affect the validity or enforceability of any other provision of these Official Game Rules. In the event that any provision of these Official Game Rules is determined to be invalid or otherwise unenforceable or illegal, in whole or in part, the other provisions will remain in full force and effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. The headings used in these Official Game Rules are for convenience only and shall not affect the interpretation of any of the provisions of these Official Game Rules. The failure to enforce any provision of these Official Game Rules will not constitute a waiver of that or any other provision of these Official Game Rules.

**Must be 18 or older to buy a lottery ticket. Please play responsibly. If you or someone you know has a gambling problem, call 1-800-GAMBLER®.**