

IOWA LOTTERY VIP CLUB™ TERMS & CONDITIONS

PLEASE READ CAREFULLY. By using this website and/or becoming a member of the Iowa Lottery VIP Club™, you agree to the following Terms & Conditions (Terms) governing the Iowa Lottery's VIP Club.

A. Overview of the Iowa Lottery's VIP Club™.

The Iowa Lottery VIP Club (Club) is a Club for Iowa Lottery players offered by the Iowa Lottery Authority (Iowa Lottery) which provides a variety of player information, activities and services related to the Iowa Lottery. Through the web site (<http://www.ialotteryVIP.com>) (Site), individuals ("Members") can get coupons and enter special Play It Again® promotions online at <http://www.ialotteryVIP.com>.

The Club and site are subject at all times to the Terms & Conditions (the "Terms"), the Lottery's Privacy Statement, Lottery Rules and policies, state and federal statutes, VIP rules and regulations and game rules. Your use of the Club, the Site and any associated materials is conditioned on your acceptance without your modification of these terms and conditions.

Lottery's Modification of Terms & Conditions. Signing up for the VIP Club signifies your knowledge of an agreement to be bound by the Terms and your permission for the Lottery to send correspondence and information to you. The Lottery may update or revise the Terms at any time without notice. Any modifications posted on the Site will be effective immediately. You are responsible for reviewing the Terms periodically for any such modifications. Your continued use of the Site means that you accept all such updates or revisions. If you don't agree to the Terms, your sole remedy is to cease to access the Site and to cancel any account or services for which you have enrolled or registered.

If you violate the Terms, the Lottery may issue you a warning about the violation, may consider your entries into a promotion ineligible to win or may choose to terminate any account that you may have established. You acknowledge that the Lottery is not required to provide you notice before terminating your account, but may choose to do so.

The Terms of any posted rules or instructions regarding a particular game, activity, contest, promotion or service constitute the entire agreement between you and the Lottery regarding your rights and obligations in your use of the Club. If there is any conflict between the Terms and any other rules or instructions posted on the Site, the Lottery shall resolve the conflict at its sole discretion. If you have any questions about the Terms, please contact the Lottery by sending an email to wmaster@ialottery.com.

B. Participation in the Club.

Club Term. The Iowa Lottery has had a VIP Club since 1994 and the program has been updated several times to provide new options. The latest version of the VIP Club began on or about July 1, 2013 at 12:00 a.m. Central Time (“CT”). The Lottery has no ending date for the VIP Club but can end it at any time, either with or without notice. All unused points accumulated in Member’s Accounts from the previous version of the Club have expired as of June 30, 2013 at 11:59 p.m. CT.

Membership Eligibility. Membership is free. The Club is void where prohibited by law. The VIP Club™ is open to legal residents of United States and D.C. (excluding residents of Alabama, Alaska, Hawaii, Mississippi, Nevada, and Utah) who are at least twenty-one (21) years of age. The following individuals are not eligible to participate in the Club: any member of the board of directors of the Lottery, any officer or employee of the Lottery, or any spouse, child, brother, sister, or parent residing as a member of the same household in the principle place of residence of any such person; any officer, employee, agent, member of the board of directors, or subcontractor of any vendor, or any spouse, child, brother, sister, or parent residing as a member of the same household in the principle place of residence of any such person if such person has access to confidential information which may compromise the integrity of the Lottery. Members who reside both inside and outside of the State of Iowa are eligible to join the Iowa Lottery VIP Club and enter second-chance Play It Again® drawings.

Membership Account. To enroll, a Participant must click on the "Register" button at the top of the page and follow the onscreen instructions to create an Iowa Lottery VIP Club™ account ("Account") or log in using an existing Iowa Lottery VIP Club™ Account. When you complete the Iowa Lottery VIP Club™ registration process, assuming you meet the eligibility requirements, you create an account and become an Iowa VIP Club Member (“Member”). As a Member you are allowed to participate in certain services and activities on the site. To become a Member you must select a legitimate, working email address that is registered in your name and a password (collectively “Login Identity”). You may not use a Login Identity that is used by another Member, and your Login Identity or Online Identity cannot be vulgar, or otherwise offensive, or be used in any way that violates the Terms & Conditions. You may not provide false information during the registration process. You must provide truthful, complete and accurate information in creating your Iowa Lottery VIP Account.

You may have no more than one (1) single active Account or Membership. The Lottery reserves the right, without warning, to terminate any and/or all Accounts of any Member who establishes more than one (1) single active Account. Each member of a household, however, may establish a VIP Club account if he or she is twenty-one years of age or older and is otherwise eligible. Members should notify the Lottery if they need to change the email under which their account is registered. The Lottery has the discretion to disqualify a Member’s entries for a promotion or promotions if a Member enters a promotion through multiple accounts or otherwise violates these Terms or the promotion rules.

You are solely responsible for all activity on your Account and for the security of your computer system. You should not reveal your password to other users. The Lottery will not ask you to reveal your password or ever initiate any contact with you asking for your password. If you forget your password, follow the procedures outlined at the Site. You agree to indemnify and hold the Lottery harmless for any improper or illegal use of your Account. This includes illegal or improper use by someone to whom you have given permission to use your Account. Your Account is at risk if you let someone use it inappropriately and your Account is subject to termination if you or anyone using your Account violates the Terms & Conditions. If your Account or Membership is terminated, you may not again become a Member of the Iowa Lottery VIP Club without the Lottery's express permission and the Lottery will not be under any obligation whatsoever to consider any request for reinstatement.

Termination of Account. The Lottery and you have the right to terminate or opt out of your Account or Membership at any time. You understand and agree that the cancellation of your Account or Membership is your sole right and remedy with respect to any dispute with the Site, the Club, or the Lottery. This includes, but is not limited to, any dispute related to, or arising out of: (1) any portion of the Terms or the Lottery's enforcement or application of the Terms or VIP Club rules or specific game or promotion rules; (2) the Content available through the Site or any change in Content provided through the Site; and (3) your ability to access and or use the Club or Site. Without limiting any other remedies, the Iowa Lottery may suspend or terminate a Member's Account if the Iowa Lottery suspects that a Member has engaged in fraudulent activity in connection with the Club. Participation in the Club is subject to these Terms & Conditions, the VIP Club rules, and the specific promotion rules, as well as policies and procedures that the Iowa Lottery may adopt or modify from time to time. Any failure to abide by these Terms & Conditions or any policies, procedures or rules implemented by the Iowa Lottery, any conduct detrimental to the Iowa Lottery, or any misrepresentation or fraudulent activities in connection with the Club may result, in addition to any rights or remedies available to the Iowa Lottery in law or equity, in the termination of participation in the Club, as well as the ineligibility of any drawing entries and any other benefits earned in connection therewith, at the Iowa Lottery's sole discretion.

You may cancel your Account or Membership by You may cancel your Account or Membership by completing the Delete Membership Form. This form can be found here: <https://www.ialotteryvip.com/Pages/AboutUs/DeleteForm.aspx>. Alternately, the form can be found by clicking the Help link on the VIP Club Home page. The last sentence of the first paragraph states "If you wish to delete your membership, please click here", which is a link to the Delete Membership Form. In the event that your Account or Membership is terminated or canceled, you have no further access to your Account or anything within the Iowa Lottery VIP Club. Any live entry for any second chance game or promotion or contest shall become ineligible to win. At its discretion, the Lottery may delete any other contest entry in the Iowa Lottery VIP Club that is associated with this Account. Active Members may not allow former Members whose Accounts have been terminated by the

Lottery to use their Account.

Entering Tickets. Each nonwinning scratch-off ticket will contain a twelve (12) digit game code which appears on the back of the Ticket and a ten (10) digit entry number which appears under the scratch-off portion of the Ticket (collectively, the “Codes”). Visit the website and follow the links and instructions to enter your Codes for specific promotions. For each set of unique Codes entered from a single nonwinning Ticket eligible for a promotion, Members shall automatically receive an entry/entries into that second-chance Play It Again® drawing. Limit: Each Participant may make up to forty (40) attempts to enter Codes or actual entry submissions per day during the Club Term. After a Member enters or attempts to enter more than forty (40) Codes, the Member’s Account will lock and they shall not be able to enter or submits any more Codes until the following midnight, when the Account shall automatically unlock. There will be no need to contact the Lottery. For purposes of this Club, a “day” shall be 12:00 a.m. CT through 11:59 p.m. CT. The Iowa Lottery reserves the right to change the process of entry at any time during the Club, and the right to change, add, or remove the methods by which Members can receive drawing entries. The number of entries made by each Member will be monitored. Drawings will be held according to 531 Iowa Administrative Rule Chapter 22. All entries are final. Members may want to keep their tickets for verification but are not required to keep them. The Iowa Lottery is not responsible for misused, intercepted or corrupted accounts.

Members are responsible for maintaining the confidentiality of their Accounts and passwords and for restricting access to their computers and activity on their Account, and Members agree to accept responsibility for all activities that occur under their Accounts or passwords.

No Cash Value or Transferability. Entries do not constitute property, do not entitle a Member to a vested right or interest and have no cash value. As such, entries are not 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 entries is strictly prohibited. If the Club has to shut down pursuant to an emergency, any entries remaining in a Member’s Account at the end of the Club Period will be forfeited without compensation. There shall be no carry over or transfer of entries or extensions of the Club beyond the Club Period, unless otherwise determined by the Iowa Lottery in its sole and absolute discretion.

The Iowa Lottery’s decisions regarding the awarding of prizes are final and binding.

C. General Terms and Conditions

1. The Iowa Lottery reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Club in a manner inconsistent with these Terms & Conditions or any federal or state laws, statutes,

rules, or ordinances. In addition to suspension or discontinuance of the Club eligibility, the Iowa Lottery shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion. If an account is terminated, all open registrations into drawings will be ineligible to win.

- 2.** Any attempt by any person to undermine the legitimate operation of the Club may be a violation of criminal and civil law, and, should such an attempt be made, the Iowa Lottery reserves the right to seek damages from any such person to the fullest extent permitted by law. The Iowa Lottery's failure to enforce any of these Terms & Conditions shall not constitute a waiver of that, or any other, provision.
- 3.** The Club is provided to individuals only. Corporations, associations, including school organizations, or other groups may not be Members of the Club.
- 4.** All questions or disputes regarding eligibility for the Club, the availability of drawings/instant-win games, or a Member's compliance with these Terms & Conditions will be resolved by the Iowa Lottery in its sole discretion.
- 5.** The Iowa Lottery is not responsible for any incorrect or inaccurate information supplied by Members while participating in the Club.
- 6.** Members are responsible for the payment of all taxes which may result from prizes won as a result of participation in the Club. If a cash prize is won, the Lottery will withhold the required state and federal withholding tax before paying the prize.
- 7.** Members are responsible for maintaining updated contact information in the My Account area of the website. The information provided is to include, in part, legal name, current valid homestreet address (P.O. Boxes are not considered a valid street address and are not permitted) and email address, and phone numbers. Failure to keep profile information updated may result in being ineligible to win prizes.
- 8.** The Club is subject to all applicable laws and regulations.
- 9.** People registered with the Iowa Lottery's Self-Exclusion Program are not eligible to participate in The Club.
- 10.** Those who claim Iowa Lottery cash prizes may be subject to a withholding of winnings to be applied toward a debt owed to any governmental entity through the State of Iowa Income-Offset Program.

D. Online Content and Conduct

"Content" includes the software, communication, images, text, sounds, and all the material and information you may see on the Site. The Lottery provides most of the Content on the Site. It is possible through certain activities and services of the Iowa Lottery VIP Club for Content to be provided by Members. Content created by Members also includes any email written by and distributed by a Member to the Lottery via any feedback email function within the Site.

Vulgar language, crude or explicit sexual references, discussions of illegal drugs, and hate speech are always inappropriate Content for the Site. Members' Content on the Site is monitored by the Lottery. The Lottery reserves the right to prevent the publication of Content that is objectionable to the Lottery for any reason. This determination is at the Lottery's sole discretion, and is final. The Lottery does not assume any liability for any failure to remove, or delay in removing Content.

If the Lottery prevents the publication of Content that you created, the Lottery may send you a warning. If it is a serious offense or you have previously violated the Terms, the Lottery may terminate your Account or Membership. Sending a Feedback email to the Lottery that includes inappropriate Content may result in termination or suspension of your Membership and Account.

Online Conduct (“Conduct”) should be guided by common sense and basic etiquette and is subject to the rules, policies and statutes of the Lottery and the State of Iowa. The Lottery has zero tolerance for illegal or inappropriate Conduct on the Site. You must also obey the 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. The Lottery will terminate your Account and Membership and cooperate with appropriate law enforcement agencies in investigating any illegal behavior.

You agree that you will be personally responsible for your conduct on the Site and for all of your communication and activity on the Service, including any Content you contribute, and that you will indemnify and hold harmless the Lottery, its affiliates, employees, officers, and directors from any liability or damages arising from your conduct on the Site, including any Content that you contribute.

You agree that you will submit entries only from eligible Lottery tickets. Attempting to manually or automatically submit fraudulent entries into any drawing or contest is cause for suspension or termination of your Account and Membership and may be subject to additional legal action as identified in policies, procedures, rules and regulations of the Lottery and the laws of the State of Iowa.

You will violate the Terms & Conditions if you (or others using your Account) do any of the following:

- Post, transmit, promote, or distribute Content that is illegal.
- 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 right of a reasonable person’s view, objectionable or inappropriate. Hate speech is not tolerated.
- Impersonate another person (including celebrities), falsely indicate that you are a Lottery employee or a representative of the Site, or attempt to mislead another person by indicating that you represent the Lottery or any of its representatives.
- Establish or participate in the establishment of additional Member Accounts beyond the permissible limit of one (1) Member Account per person for any purpose whatsoever.
- Attempt to get a password, or other account information, or other private information from a Member or any other user on the Site.
- Upload any software or Content that you do not own or have permission to freely distribute.
- Promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit software.

- Upload files that contain a virus or corrupted data.
- Improperly use or make false reports via the Iowa Lottery's Blog.
- Use or distribute "auto" software programs, "macro" software programs or other "cheat utility" software programs or applications.
- Modify any part of the Site that the Lottery does not specifically authorize you to modify.
- Violate any applicable laws, regulations and rules wherever you are on the Site. This includes rules for use of third-party technology and content, rules of interactive service providers, and 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. The Lottery has zero tolerance for illegal behavior. The Lottery will cooperate with law enforcement in such matters.
- Interfere with, hack into or decipher any transmissions to or from the servers running the Site.
- Exploit anything in the Service to gain unfair advantage in any Site activity, or communicate the existence of any such problem to any other user of the Service.
- Take any action which interferes with the ability of other users to enjoy the Site or that materially increases the expense or difficulty of the Lottery in maintaining the Service for the enjoyment and use of all its users.

If you encounter another user of the service who is violating any Terms & Conditions described above, please report them using the Contact Us form.

Public Nature of Communications

The Lottery is not responsible for information that you choose to communicate to other users on the Site, or for the actions of other users. Once you post or send any Content to the Site, you expressly grant the 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. Additionally, except where prohibited by Iowa Statutes or Lottery rules, regulation, VIP Club rules, game rules, policies or procedures, you expressly grant the Lottery permission to include your name and hometown in association with your winning of a prize or being selected or designated a winner in any contest, promotion, drawing or other competition as may be available on the Site from time to time and that you have voluntarily participated in as a Member.

Commercial Activity and Unsolicited Email

You may not advertise any goods or services on the Site. Chain letters and pyramid schemes are not allowed. You may not use any aspect of the Site to collect information, including login identity, about Members, and use such information to send unsolicited email or for any purpose. You may not exploit the Site or any services offered on the Site for any commercial purpose. Any violation of these provisions may subject your Account and Membership to immediate termination and further legal action.

Use of Machines, Computers, Scripts

The use of machines, computers, scripts or any automated system on the Site is strictly prohibited and may result in criminal liability under the Computer Fraud and Abuse Act, Section 1030 of the United States Code. The Lottery may terminate and permanently disqualify any Members who, in their sole discretion, are determined to be in violation of these Terms. All decisions by the Lottery are final.

Proprietary Rights; Copyrights and Trademarks

Much of the Content available on the Site is owned by the Lottery or by its licensors, and is protected by copyrights, trademarks, and other intellectual property rights. You shall not copy or download any Content from The Iowa Lottery VIP Club unless the Lottery has expressly authorized you to do so.

You must have the legal right to upload any Content to the Site before you do so. You shall not copy, transmit, modify, distribute, show in public or in private, modify or create any derivative works from the Content you find on the Site, unless the Lottery expressly authorizes you to do so in writing. Making unauthorized copies of any Content you found on the Site can lead to the termination of your Membership and Account and may subject you to further legal action. Similarly, other content owners may take criminal or civil action against you. In that event, you agree to indemnify and hold harmless the State of Iowa and the Lottery and their subsidiaries, affiliates, related companies, employees, officers, directors and agents.

Site Software

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

Site Software may be subject to United States export controls. By downloading Site Software, you warrant that you are not located in any country, or exporting Site Software to any person or place, to which the United States has embargoed goods or such activity would be considered illegal.

Export Control Laws

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or Site 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 Site any data or software that cannot be exported without prior

written government authorization, including but not limited to, certain types of encryption software. The assurance and commitments in this Section shall survive termination of this Agreement.

User's Computer Information

When you connect to the Site, the 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 Site Software. The Lottery will record the IP address of a Participant who logs in to participate in the Service.

Links to Third-Party Sites

The Site may include hyperlinks to websites operated by parties other than the Lottery and other content providers. Those sites may collect data or solicit personal information from you. The Lottery does not control such websites and is not responsible for their content or privacy policies, or for the collection, use or disclosure of any information those sites may collect.

E. Limitations on Warranty and Liability

Indemnification

Upon request by the Lottery or the State, you agree to defend, indemnify and hold harmless the Lottery and the State and their affiliates, subsidiaries, employees, contractors, officers, directors, vendors, and content providers from all liabilities, claims and expense, including attorney's fees that arise from a breach of the Terms for which you are responsible or in connection with your transmission of any Content on the Site.

Other Legal Terms

You agree that these Terms & Conditions are not intended to confer and do not confer any rights or remedies upon any person other than the parties to this Agreement. You also understand and agree that the Terms and the Privacy Policy, including the Lottery's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person. If any part of this Agreement is held 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 parties, and the remaining portion shall remain in full force and effect.

This agreement and your Membership shall be governed by the laws of the State of Iowa and the Lottery's rules. As noted above, Member conduct may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with the Lottery or relating in any way to your Membership, your Account, or your use of the Site resides in the courts of the State of Iowa and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Iowa in connection with any such dispute, including any claim involving the Lottery or its affiliates, subsidiaries, employees, contractors, officers, directors, vendors and content providers. The Lottery reserves the right to change the Terms at any time by posting new Terms of Service at this location.

The Iowa Lottery, the State of Iowa, and its respective promotional and advertising agencies are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Club materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Club information due to technical problems or traffic congestion on the Internet, at any website or any combination thereof. In the event that online access is temporarily corrupted and suspended, notice of such will be provided at the website and Members will be advised to hold Codes until such time that the Club, as originally intended, may be resumed.