

# **Terms and Conditions**

## **Effective As Of September 7, 2021**

### **I. Introduction**

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**Please read these terms and conditions carefully before using this website.**

For purposes of these Terms and Conditions, "you" and "your" means each person, group of individuals, entity or entities who visits [www.ILNewYearMassiveMoney.com](http://www.ILNewYearMassiveMoney.com) ("Website") for any purpose.

Thank you for visiting the Website.

In these Terms and Conditions, the "Website Providers" or "we" means the Illinois Department of the Lottery, including its agents, contractors, subcontractors, and any parties involved in creating, producing, or delivering these Websites or providing information related to the Websites, including, but not limited to, Camelot Illinois LLC ("Camelot Illinois") and each of their respective successors and assigns.

For purposes of these Terms and Conditions, Personally Identifiable Information ("PII") means information about a natural person that is readily identifiable to that specific individual. In this case, PII includes, among other information, an individual's name, address, telephone number, e-mail, and any other information used to identify you on the Websites. A domain name or Internet protocol address is not considered PII. PII does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

These Terms and Conditions are a binding legal agreement between you and the Website Providers. By visiting the Website, you agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you should immediately stop using the Website.

### **II. Use of Websites and Website Material**

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You agree to access and use this Website only for lawful reasons. You are responsible for knowing and complying with any and all laws, statutes, rules and regulations pertaining to your use of the Website. You are prohibited from using the Website in any way that:

- A. is threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that the Website Providers deems in their sole discretion to be inappropriate for the Website;
- B. violates any law, regulation, or court order;
- C. accesses, collects or stores personal information about others;

- D. violates or infringes upon the rights of anyone else, including, for example, another person's right to privacy;
- E. impersonates any person, business, entity, or IP address (e.g., IP spoofing);
- F. involves uploading, posting, emailing, transmitting, or otherwise making available any materials that you do not have a right to make available under any law;
- G. is commercial in nature, including, for example, advertising, promotional or marketing materials, or spam, phishing or other unsolicited messages;
- H. gains or tries to gain unauthorized access to the Website, its computers and networks, or its user data, or that otherwise modifies or interferes with the use, security, or operation of the Website;
- I. imposes an unreasonable or disproportionately large load on the Illinois Lottery's infrastructure, including but not limited to, transmitting spam or using other unsolicited mass emailing techniques;
- J. alters, damages, or deletes any content posted on the Website;
- K. contains or introduces computer viruses or other disruptive, damaging or harmful files or programs; or
- L. otherwise violates these Terms and Conditions or any other guidelines or policies posted on the Website, including the Privacy Notice, which is incorporated by this reference into these Terms and Conditions.

The Website Providers will cooperate fully with any law enforcement officials and/or agencies if requested or required in the investigation of any users who violate these Terms and Conditions and may disclose your information to such law enforcement officials and/or agencies if required by law.

### **III. Actions we may take**

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By visiting and using this Website, you acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity.

### **IV. Amendments to These Terms**

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The Website Providers may change these Terms and Conditions at any time without notice to you by posting changes on the Website. The Website Providers encourage you to review these Terms and Conditions from time to time. Your continued use of the Website following the posting of any changes will mean that you accept the revised Terms and Conditions.

In addition, we may update these Terms and Conditions at any time without notice as we deem necessary to the fullest extent permitted by law. The Terms and Conditions in place at the time you confirm a transaction will govern that transaction.

## **V. Additional Terms**

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### **A. Courtesy Translations**

These Terms and Conditions were written in English (US). To the extent any translated version of these terms conflicts with the English version, the English version controls.

### **B. E-mail Practices**

By using this Website, you acknowledge and agree that the Website Providers (on behalf of the Illinois Lottery) and/or certain third parties in a contractual relationship with the Website Providers ("Third Party Service Providers") may send you e-mails for business or marketing purposes and e-mails containing information about Illinois Lottery products, such as games and promotions.

## **VI. Links and Third Parties**

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The Website may contain links to third party websites. These links are provided solely as a convenience to you. If you click on any such link on the Website, you will leave the Website. The Website Providers do not control, and is not responsible for, any third party websites or their content. Therefore, the Website Providers do not endorse or make any representations about third party websites, or any information, products, or materials found there. If you access any of the third party websites linked to the Website, you do so entirely at your own risk.

## **VII. Comments and Other Submissions/Use of Information**

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While the Illinois Lottery does not claim ownership of any comments or suggestions that you may submit to the Illinois Lottery, by submitting a comment or suggestion or any other material to the Website, such as through the "Contact Us" section, you hereby authorize and grant the Website Providers and Third Party Service Providers the non-exclusive right and license to use, display, reproduce, modify, and distribute the comment, suggestion, or material in whole or in part, anywhere in perpetuity in any and all media outlets, whether alone or together, or as part of any material of any kind or nature. Without limiting any of the foregoing, the Website Providers and Third Party Service Providers will have the non-exclusive right and license to use, copy, display, perform, distribute, modify, and re-format the comment, suggestion, or material in any manner that they may determine. You waive any claims to compensation for any such

right or license. By submitting a comment, suggestion, or material, you represent and warrant to the Website Providers and Third Party Service Providers that you have all necessary rights in and to all comments, suggestions, or materials you provide and all information they contain, and that such comments, suggestions, or materials do not infringe upon any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

## **VIII. Ownership of Intellectual Property**

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The Website Providers and licensors (and each of their respective successors and assigns) own the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the Website (collectively referred to as "Intellectual Property"). You are granted no license with respect to any of the aforesaid trademarks or service marks and may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast, or circulate any such materials or content to any third party (including displaying or distributing the Intellectual Property using a third party website) without the prior written consent of the Illinois Lottery or licensors, as applicable, except to use the Website for their intended purpose. The Illinois Lottery retains all rights that are not otherwise expressly granted in these Terms and Conditions.

## **IX. Disclaimers and Limitation of Liability**

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### **A. Disclaimer of Liability**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE WEBSITE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE WEBSITE PROVIDERS DO NOT WARRANT THAT YOUR USE OF THE WEBSITE WILL BE ERROR FREE. ALTHOUGH THE WEBSITE PROVIDERS ENDEAVOR TO PROVIDE ACCURATE INFORMATION, THEY DONOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THE WEBSITE. THE WEBSITE PROVIDERS SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), CLAIM, OR LIABILITY OF ANY KIND WHATSOEVER BASED UPON OR RESULTING FROM ANY INFORMATION PROVIDED ON THE WEBSITE.

YOU EXPRESSLY AGREE THAT YOUR USE, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH THE SERVICE(S) IS AT YOUR SOLE RISK.

ALL CONTENT ON THIS SITE IS THE PROPERTY OF THE ILLINOIS LOTTERY AND IS PROTECTED BY COPYRIGHT LAW. YOU AGREE THAT YOU WILL NOT REPRODUCE, LICENSE, SELL, PUBLISH, TRANSMIT, DISTRIBUTE, DISPLAY, MODIFY, CREATE DERIVATIVE WORKS FROM OR EXPLOIT IN ANY WAY IN WHOLE OR IN PART ANY OF THE CONTENTS OF OR INFORMATION ON THIS WEBSITE WITHOUT THE EXPRESS WRITTEN

CONSENT OF THE ILLINOIS LOTTERY. IF YOU DOWNLOAD OR PRINT A COPY OF MATERIALS FROM THIS WEBSITE FOR A PERSONAL, NONCOMMERCIAL USE, YOU MUST RETAIN ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES CONTAINED THEREIN.

YOU ARE NOT PERMITTED TO USE THE ILLINOIS LOTTERY'S NAME, GRAPHICS OR LOGO IN ADVERTISING AS AN ENDORSEMENT FOR ANY PRODUCT OR SERVICE, OR FOR ANY PURPOSE, COMMERCIAL OR OTHERWISE, WITHOUT PRIOR WRITTEN APPROVAL.

## **B. Waiver and Indemnity**

By using the services, you agree, to the extent permitted by law, to indemnify and hold the Lottery, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the services, or any action taken by the Lottery as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. you agree that you shall not sue or recover any damages from the Lottery, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the services, or to take any other action during the investigation of a suspected violation or as a result of Lottery's conclusion that a violation of this agreement has occurred. This waiver and indemnity provision apply to all violations described in or contemplated by this agreement.

## **C. Disclaimer of Accuracy of Data**

The Website Providers make no warranties or representations as to the accuracy, completeness or timeliness of the materials, or content provided on the Website and assume no liability or responsibility for any errors or omissions on the Website. No warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability, or usefulness of any materials or content. This disclaimer applies to both isolated and aggregate uses of the materials or content. If you find any errors or omissions, we encourage you to report them to [support@illinoislottery.com](mailto:support@illinoislottery.com).

## **D. Disclaimer of Endorsement**

The Website Providers may from time to time distribute content supplied by third parties. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect the opinion of the Website Providers and shall not be used for advertising or product endorsement purposes. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the Website Providers.

## **E. Other Provisions**

This agreement constitutes the entire agreement between you and the Lottery and governs your use of the services, superseding any prior agreements with respect to the same subject matter between you and the Lottery. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software, or additional services such as the volume purchase program. 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 portions shall remain in full force and effect. The Lottery's failure to enforce any right or provisions in this agreement will not constitute a waiver of such or any other provision. The Lottery will not be responsible for failures to fulfill any obligations due to causes beyond its control.

You agree to comply with all local, state, federal laws, statutes, ordinances, and regulations that apply to your use of the services. Your use of the services may also be subject to other laws. Risk of loss for all electronically delivered transactions pass to the acquirer upon electronic transmission to the recipient. No Lottery employee or agent has the authority to vary this agreement.

The Lottery may notify you with respect to the services by sending an email message to your email address or a letter via postal mail to your mailing address, or by a posting on the services. Notices shall become effective immediately. The Lottery may also contact you by email or push notification to send you additional information about the services.

You hereby grant the Lottery the right to take steps we believe are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this agreement. You agree that the Lottery has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as the Lottery believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this agreement (including but not limited to the Lottery's right to cooperate with any legal process relating to your use of the services and/or content, and/or a third-party claim that your use of the services and/or content is unlawful and/or infringes such third party's rights).

## **X. Applicable Law**

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Any dispute arising out of your use of the Website or material or content from the Website shall be resolved according to the laws of the State of Illinois, United States of America. The Illinois Court of Claims shall have exclusive jurisdiction over all claims against the Illinois Lottery.

## **XI. Users outside of Illinois or users under age 18**

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Information contained on the Website is for convenience and informational purposes only.

**BY USING THIS WEBSITE, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE. PERSONS YOUNGER THAN 18 ARE STRICTLY PROHIBITED FROM USING THIS WEBSITE.**

## **XII. Internet Privacy and Security**

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Due to the design of the Internet, the Illinois Lottery cannot guarantee that communications between you and the Illinois Lottery will be free from unauthorized access by third parties or will be secure. By agreeing to these Terms and Conditions, you expressly agree that your use of the Website is at your sole risk, and you agree that the Website Providers shall not be liable if a security breach occurs, or if the Website malfunction, except as required by law.

## **XIII. Potential Disruption of Service**

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Access to the Website may from time to time be unavailable, delayed, limited or slowed due to, but not limited to, the following:

- A. scheduled daily maintenance;
- B. emergency (unscheduled) maintenance;
- C. hardware failure, including but not limited to, failures of computers (including your own computer), servers, networks, connections, and other electronic and mechanical equipment;
- D. software failure, including but not limited to, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- E. overload of system capacities;
- F. damage caused by severe weather, earthquakes, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- G. interruption (whether partial or total) of power supplies or other utility or service (including the Internet); or
- H. other similar disruptions.

## **XIV. Termination**

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The Website Providers reserve the right to terminate your access to the Website at any time and for any reason, including for violation of these Terms and Conditions. In the event of termination, you will no longer be authorized to access the Website. You shall have no recourse, and the Website Providers shall have no liability as a result of any such termination. All provisions of these Terms and Conditions relating to warranties, confidentiality obligations, proprietary rights, and limitation of liability shall remain effective despite such termination.

## **XV. Contact Us**

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Any questions regarding these Terms and Conditions should be directed to [support@illinoislottery.com](mailto:support@illinoislottery.com) or [1-800-252-1775](tel:1-800-252-1775).