



**OREGON
LOTTERY®**

PLAYER PROGRAM

TERMS & CONDITIONS

Amended 12/19/23

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1. INTRODUCTION

Please read carefully. By using this Website or Mobile App and participating in the Program, Promotional Drawings, or Second Chance Drawings, you agree to all Terms and Conditions, Laws, Rules, and the Lottery's Privacy Policy governing the Oregon Lottery and its Website, Mobile App, the Program, Promotional Drawings, and Second Chance Drawings.

In addition to these Terms and Conditions, the Lottery Website, Mobile App, the Program, Promotional Drawings, and Second Chance Drawings are operated and offered by the Oregon State Lottery pursuant to Laws and Rules. See [Article XV, § 4 of the Oregon State Constitution](#); [ORS chapter 461](#); and [OAR chapter 177](#).) In the event of a conflict between these Terms and Conditions and the Laws and Rules, the Laws and Rules govern.

The Lottery's registered offices are at 500 Airport Road SE, Salem, Oregon 97301. Visit the Oregon Lottery site at www.oregonlottery.org for more information and to view the Lottery's responsible gaming initiatives.

In order to register a Member Account, participate in the Program, and enter into a Promotional Drawing or Second Chance Drawing, you (the "Member") must first enter into the Terms and Conditions set forth below. The Terms and Conditions form a contract between you and the Lottery that sets out each party's rights and responsibilities regarding your Member Account, the Program, Promotional Drawings, and Second Chance Drawings. You should be aware that some of your information may be subject to disclosure, such as winner information, as explained in sections 9.12 and 10.6 of these Terms and Conditions and the [Lottery's Privacy Policy](#).

Please review these Terms and Conditions carefully before accepting them. If you accept these Terms and Conditions, the Lottery recommends that you print them and store them safely with other information relevant to your use of the Website, Mobile App, the Program, and Promotional Drawings.

Please contact the Lottery at SecondChanceSupport@Lottery.Oregon.Gov if you have questions or concerns about these Terms and Conditions.

2. AGREEMENT AND DEFINITIONS

2.1 Agreement. By registering a Member Account on the Lottery's Website or mobile app, you agree that these Terms and Conditions:

- a. Form a contract entered into by electronic communications without necessity of a physical document and original handwritten signature between the Lottery and you;
- b. Are governed by all applicable Laws and Rules (as defined below);
- c. Override any prior agreements you may have entered into with the Lottery; and
- d. Are in addition to the Laws and Rules that govern the Lottery and Lottery Games. In the event of a conflict, the Laws and Rules override these Terms and Conditions.

2.2 Incorporated by Reference. The Program, Promotional Drawings, and Second Chance Drawings are governed by these Terms and Conditions, Laws and Rules that govern the Lottery and Lottery Games, and the Lottery's Privacy Policy. These are hereby incorporated into these Terms and Conditions.

2.3 Definitions. Unless the context indicates otherwise, capitalized terms used in these Terms and Conditions have the meanings given below or as provided in the Laws or Rules. Defined terms are capitalized throughout the Terms and Conditions for the convenience of the reader.

"**Laws**" means [Article XV § 4 of the Oregon Constitution](#), [ORS chapter 461](#) and other Oregon Revised Statutes applicable to the Lottery, and any federal Laws applicable to the operation of Lottery and Members, all as amended from time to time.

"**Lottery**" means the Oregon State Lottery.

"**Member**" means an eligible person who creates a Member Account and participates in the Program, Promotional Drawings, or Second Chance Drawings.

"**Member Account**" means an account a Member successfully registers for to allow the Member to participate in the Program and enter Promotional Drawings and Second Chance Drawings.

"**Mobile App**" means a mobile application designated by the Lottery for Members to login to their Member Account and participate in the Program and enter Promotional Drawings and Second Chance Drawings.

"**Program**" means the Player Program, a player loyalty program offered by the Lottery where persons who qualify must register to become a Member in order to participate in Promotional Drawings and Second Chance Drawings offered by the Lottery through its Website or Mobile App. Player loyalty programs are governed generally by [OAR chapter 177, division 51](#), and other Laws and Rules may apply.

"**Rules**" means [Oregon Administrative Rules, chapter 177](#) as amended from time to time.

"**Second Chance Drawing**" means a drawing for a prize in which an eligible non-winning Lottery ticket is entered into a drawing for a chance to win a prize. Second Chance Drawings are promotional drawings offered at the discretion of the Lottery subject to these Terms and Conditions, [OAR chapter 177, division 52](#), and other applicable Laws and Rules.

"**Website**" means any Lottery Website designated by the Lottery for Members to login to their Member Account and participate in the Program and enter Promotional Drawings and Second Chance Drawings.

3. CHANGES AND CONSENT

3.1 Changes and Notice. The Lottery may change, revise, or update these Terms and Conditions from time to time. The Lottery will notify Members by mail, email, posting on the Website or Mobile App, or by other appropriate method when these Terms and Conditions are changed, revised, or updated.

3.2 Consent and Review. The Member's continued use of the Mobile App or Website or participation in the Program or Promotional Drawings or Second Chance Drawings after updates or changes to the Terms and Conditions about which the Lottery has provided notice will constitute the Member's acceptance of the updates or changes. By participating in the Program, Promotional Drawings, or Second Chance Drawings, a Member agrees to be bound by any such revisions and agrees to periodically review the Terms and Conditions posted on the Website or Mobile App to see the current Terms and Conditions to which the Member is bound. You may withdraw your consent by contacting the Lottery, but this may affect your ability to participate in the Program and Second Chance Drawings.

4. OVERVIEW OF OREGON LOTTERY'S PLAYER PROGRAM

4.1 General. The Player Program (the Program) is a player loyalty program offered by the Lottery where eligible persons must register to become a Member in order to participate in promotions and Second Chance Drawings offered by the Lottery at its discretion through its Website or Mobile App. The Program is a promotional program offered by the Lottery to promote the sale of Lottery tickets and shares. Participation by Members is voluntary and for entertainment purposes only. You must be a

natural person 18 years of age or older to participate. (The Lottery may require participants to be 21 years of age or older for particular promotions.) No person may claim any right to participate in the Program, nor may a person claim any right to receive a promotional reward, giveaway, or other item of value. However, the Lottery may offer Members the ability to enter Second Chance Drawings and monthly Promotional Drawings through the Program for a chance to win a prize. Lottery may use winner information as allowed in [OAR 177-046-0130](#). Eligible persons may register at the Website or through the Lottery's Mobile App for a free membership. Only Members may access and participate in the Program.

4.2 **Governing Laws.** In addition to these Terms and Conditions, the Program is governed by [OAR chapter 177, division 51](#). Other Laws and Rules may apply. The Lottery recommends Members read and understand the Rules governing promotional programs and drawings.

5. ELIGIBILITY AND REQUIREMENTS TO PARTICIPATE IN THE PROGRAM

5.1 **Only Natural Persons 18 Years of Age or Older.** Membership in the Program is open only to a natural person who is 18 years of age or older. The Lottery may at any time require proof of age. The Lottery must be able to verify the person's age before the Member can participate in a Second Chance Drawing or Promotional Drawing. The Lottery may limit participation in some promotions or Second Chance Drawings to natural persons 21 years of age or older.

5.2 **US Address Required.** Membership in the Program is open only to a person who resides at a physical address in the United States.

5.3 **Registration Required.** To participate in the Program, a person must register to become a Member. To register, a person must electronically complete and submit a membership application that includes the person's name, physical address in the United States where the person resides, email address, date of birth, and any other information required by the Lottery. A person may register for and have only one active Member Account. The Lottery must be able to verify information provided before the Member can participate in a Second Chance Drawing or Promotional Drawing. The Member must keep account information updated. The Member must protect the security of the Member Account.

5.4 **Certain Persons Ineligible.** The following individuals are not eligible for membership and may not register, win, or claim a Second Chance or Promotional Drawing prize in the Program:

- a. An employee or representative of the Lottery, or the spouse, child, brother, sister, or parent of any such employee or representative;
- b. An employee or representative of the Oregon State Police, Gaming Enforcement Division;
- c. A Lottery vendor who the Lottery prohibits by contract with the Lottery from participating in the Program or is otherwise prohibited from playing Oregon Lottery games.

5.5 **Acceptance of Terms and Conditions Required.** Acceptance of these Terms and Conditions occurs when registering for membership and selecting the "I accept" button or check box. Participation in the Program and use of the Website or Mobile App constitutes each Member's full and unconditional agreement to these Terms and Conditions and agreement that the Member will be within the State of Oregon when entering a Second Chance Drawing or Promotional Drawing. Agreement to these Terms and Conditions constitutes a promise that the Member meets the eligibility requirements set out in these Terms and Conditions and any applicable Laws and Rules.

5.6 **Disqualification.** A person who is not eligible or who does not comply with these Terms and Conditions or other applicable Laws and Rules may be excluded from participating in the Program. If the

Lottery determines a person is ineligible or noncompliant, the Lottery may refuse to enroll the person in the Program and may close any existing Member Account(s).

5.7 Applicable Laws and Rules. Participation in the Program and use of the Website or Mobile App, including, but not limited to, all Second Chance Drawings and Promotional Drawings, is subject to all applicable Laws and Rules related to the Oregon State Lottery including, but not limited to, ORS Chapter 461, OAR Chapter 177, and specifically [divisions 51](#) and [52](#) of OAR Chapter 177, and to any additional or amended terms or conditions as posted by the Lottery on the Website at www.oregonlottery.org or on the Mobile App. Laws, Rules, and these Terms and Conditions are subject to change without notice and participation is subject to the most current Laws, Rules, and Terms and Conditions in effect at the time. In the event of a conflict between these Terms and Conditions, including any special terms or conditions for specific promotional activities or events as posted on the Website or Mobile App, and the Laws and Rules, the Laws and Rules control.

5.8 Entertainment Only. Participation in the Program is for entertainment only and may not be used for commercial purposes, to generate income, or for any other unauthorized use.

6. MEMBER ACCOUNTS

6.1 One Active Account Only. A person may register for and have only one active Member Account. An active account means a Member has logged into the Member Account through the Website or Mobile App at least once during a calendar year.

6.2 Deletion of Account by Member. A Member may close the Member's account at any time by submitting a request to the Lottery to close the account or selecting "Delete My Account" on the Website or Mobile App. Please be aware that this may cause some records to be deleted when the account deletion process is complete. As of the date and time that the Lottery receives the request, the account is considered closed. If eligible, the person may register for a new account.

6.3 Closure/Termination of Account by Lottery. The Lottery may close a Member's account at any time and for any reason, with or without notice to the Member. The Lottery will immediately terminate a Member's access to the Program if the Lottery determines such access threatens the fairness, integrity, security, or honesty of the Lottery. If the Lottery determines that any Member Account is being used, or may be used, to steal data from or to attack, infect, or intrude upon, any computer system owned by or associated with the Lottery or which in any way threatens the security of the Lottery's computer system, the Lottery will immediately close that account. The Lottery reserves the right to seek damages to the fullest extent permitted by law and may seek criminal charges. If a Member's account has been inactive for one calendar year, or longer, the Lottery may close the account. Once closed, the person may register for a new account if otherwise eligible.

6.4 Status of Member Account Upon Member's Death. A Member Account is personal to the registered Member whose age and identity have been verified by the Lottery. Upon the Member's death, the Lottery will consider the Member Account dormant and may close the Member Account. The decedent's estate or personal representative may also request that Lottery close the Member Account. If there are active entries in the Member Account at the time of the Member's death, those entries remain eligible for drawings. Any unclaimed prizes awarded to the Member may be claimed by the estate under [OAR 177-046-0120](#).

6.5 Lottery Authority to Discontinue Program. The Lottery may discontinue the Website or Mobile App or the Program at any time, with or without prior notice by the Lottery, and close all Member accounts.

6.6 Non-Commercial Use Only. The Lottery does not permit a Member Account to be used for any commercial purpose or for the generating of income. The Lottery may close a Member Account if it believes the account is being used for such purpose.

6.7 Member Responsibility. It is the Member's responsibility to keep account log in and password information safe and secure to prevent unauthorized use of a Member's account. It is also a Member's responsibility to periodically check the Member's account and to notify the Lottery if unauthorized activity has occurred. The Lottery is not responsible for any unauthorized use of a Member's account.

7. SECOND CHANCE DRAWING ENTRIES

7.1 General. A Second Chance Drawing is a drawing for a Lottery prize in which an eligible non-winning Oregon Lottery ticket is submitted through electronic entry on the Website or Mobile App for the chance to win a prize. In addition to these Terms and Conditions, Second Chance Drawings are governed by [OAR chapter 177, division 52](#). Other Laws and Rules may also apply to Second Chance Drawings. In the event of a conflict with these Terms and Conditions, the Laws and Rules govern. The only valid method of entry into a Second Chance Drawing is electronically through the Website or Mobile App as designated by the Lottery for the particular Second Chance Drawing while the person is physically within the state of Oregon.

7.2 Odds of Winning. The odds of winning a Second Chance Drawing depend on the total number of entries received and the total number of winners selected per drawing or game.

7.3 Submission of Entries. By submitting an electronic entry, a Member attests and agrees that at the time of entry the Member is within the boundaries of the State of Oregon. For Scratch-it Ticket entries, the Member must enter such information (or, when applicable, scan the barcode found under the ticket latex) as the Lottery may specify on the designated Website or Mobile App for each drawing, such as the Game ID number, the alphanumeric entry code, and ticket information from the Lottery game ticket that is eligible for the particular Second Chance Drawing. The information requested is on the eligible ticket. A non-winning Lottery ticket or share may only be submitted once for entry into a Second Chance Drawing, although the Lottery may specify that the entry is worth more than one entry for the particular Second Chance drawing. Failure to provide any of the required information or properly scan the barcode (when applicable) will result in an invalid entry. Only electronic entries will be accepted. The Lottery will not submit entries on a Member's behalf that are mailed or hand-delivered to the Lottery. A Member is not required to retain the non-winning ticket or share in order to claim a Second Chance prize, but may be required to provide proof of identity to the Lottery. For Second Chance drawings for Scratch-it Tickets, only a Scratch-it Ticket from an active Oregon Lottery game or games as specified by the Oregon Lottery is eligible for entry into a Second Chance Drawing. An active game is an Oregon Lottery Scratch-it game that has not officially ended as set forth in [OAR 177-050-0100](#).

7.4 Validation and Confirmation of Entries. Each ticket and drawing entry is validated through the Website or Mobile App. Invalid entries will not be processed. Each ticket and drawing entry must be validated through the Website or Mobile App, and will then be considered received and entered into the drawing. A confirmation will display to the Member. The Member can view entries on the Website or Mobile App in their Member Account history. If a Member dies after submitting a valid entry but before the drawing is held, the entries remain eligible for the drawings. A prize awarded to the Member may be claimed by the Member's estate as provided in OAR 177-052-0060 and 177-046-0120.

7.5 Selection of Entry or Entries. The Lottery will hold a Second Chance Drawing at such date, time, place, and in such manner as is determined by the Lottery. The Lottery will conduct a Second Chance Drawing only after the time for submitting entries has closed, as announced by the Lottery. During each

drawing for each available prize or prizes, the Lottery will randomly select a winning Lottery ticket number or numbers as a winner or winners from all the entries submitted for that drawing. The Lottery may select more than one winning entry in a Second Chance Drawing, award more than one prize, and may select an alternate winner or winners for any prize in a Second Chance Drawing. Additionally, the Lottery may conduct additional interim drawings prior to the final drawing for the top prize. In such interim drawings, only the entries received so far are eligible. However, any winning entry selected in an interim drawing remains eligible for the final drawing for the top prize. Only valid entries that have been submitted to and received by the Lottery through the Website or Mobile App are eligible for selection as a winner or winners. An alternate winner is only eligible to receive a prize if the prior selected winner (including any alternate winners selected) is ineligible or does not claim the prize. To select an entry or entries, the Lottery or its authorized agents, may conduct a manual or electronic drawing, or may use any other selection procedure as determined by the Lottery that ensures a random selection of an entry or entries (including multiple winning entries for drawings with multiple prizes) and may also select alternate winners from all the entries submitted for that drawing for the prize or prizes in the particular Lottery game or games.

7.6 Suspension or Cancellation. At the discretion of the Lottery Director, the Director may suspend or cancel any or all Second Chance Drawings as provided in [OAR 177-052-0050](#). If the Director suspends a drawing the Director may hold a replacement drawing or cancel the drawing. If the Director cancels a Second Chance Drawing, the Lottery, in its sole discretion, may provide a Member who entered the drawing with a coupon for a Lottery product or a promotional reward, the value of which shall be solely determined by the Lottery. This is a Member's sole and exclusive remedy.

7.7 Taxes and Fees. Unless otherwise stated by the Lottery for the particular Second Chance Drawing, all taxes and fees are the responsibility of the winner.

8. PROMOTIONAL DRAWINGS

8.1 General. No purchase is necessary and no fee is required to participate in a Promotional Drawing. No person may claim any right to participate in any Promotional Drawing or to receive from the Lottery any item of value offered by the Lottery through the Website or Mobile App. In addition to these Terms and Conditions, Promotional Drawings are governed by [OAR chapter 177, division 51](#). Other Laws and Rules may apply. In the event of a conflict with these Terms and Conditions, applicable Laws and Rules govern.

8.2 Frequency/Lottery Discretion. The Lottery may offer Promotional Drawings on a set frequency, such as weekly or monthly, and may offer "surprise" Promotional Drawings at random times.

8.3 Odds of Winning. The odds of winning a Promotional Drawing depend on the total number of entries for the particular promotion and the total number of winners selected per drawing or game.

8.4 Selection of Entry or Entries. The Lottery will hold a Promotional Drawing at such date, time, place, and in such manner as is determined by the Lottery. During a drawing for each available prize or prizes, the Lottery will randomly select a winner or winners from all Members eligible for the particular drawing or from all entries submitted by Members for the particular drawing, as announced by the Lottery on the Website or mobile app. The Lottery may select more than one winning entry in a Promotional Drawing, award more than one prize, and may select an alternate winner or winners for any promotional prize. An alternate winner is only eligible to receive a prize if the prior selected winner (including any alternate winners selected) is ineligible or does not claim the prize. To select a winner or winners, the Lottery or its authorized agents, may conduct a manual or electronic drawing, or may use any other selection procedure as determined by the Lottery that ensures a random selection of a winner or winners, (including multiple winning entries for drawings with multiple prizes) and may also select

alternate winners from all the entries submitted or Members eligible for that drawing for the prize or prizes in the particular Lottery game or games.

8.5 Suspension or Cancellation. At the discretion of the Oregon Lottery Director, the Director may suspend or cancel any or all Promotional Drawings, with or without prior notice. If the Director suspends a Promotional Drawing the Director may hold a replacement drawing or cancel the drawing. If the Director cancels a Promotional Drawing, the Lottery in its sole discretion may replace the drawing with another drawing. This is a Member's sole and exclusive remedy.

8.6 Eligibility. A Member may participate in a Promotional Drawing only if eligible, as solely determined by the Lottery and reflected in the terms and rules for each Promotional Drawing.

8.7 Void Where Prohibited. Participation in a Promotional Drawing is void where prohibited by law.

8.8 Substitution of Rewards and Prizes. The Lottery reserves the right to substitute items of equal or greater value for any Promotional Drawing as determined by the Lottery.

8.9 Taxes and Fees. Unless otherwise stated by the Lottery in a particular Promotional Drawing, all taxes and fees are the responsibility of the Member.

8.10 Award Delivery. The Lottery will mail or otherwise deliver within the United States and without charge, a promotional prize awarded in a Promotional Drawing, except that the Lottery may require the Member to claim the promotional prize at the Lottery Headquarters when notified. If a prize is returned to the Lottery as undeliverable, the Member forfeits the promotional prize without compensation of any kind.

9. WINNER NOTIFICATION AND PRIZES

9.1 Second Chance Drawing Prize Notification. [OAR 177-052-0060](#) and [177-046-0110](#) govern Second Chance Prizes. The Lottery will notify the winner of a Second Chance Drawing by email. (Because email is the primary method of prize notification, Members are responsible for keeping their email contact information updated.) The Lottery may also notify the winner by telephone and, if applicable, by mailing a certified letter through the US Postal Service. The effective date of notification is the date of the initial email notification. The winner must follow the prize claiming instructions posted at www.oregonlottery.org and any other applicable Laws and Rules relating to claiming prizes.

9.2 Time Limits for Claiming Second Chance Drawing Prize. A winner of a Second Chance Drawing has 60 calendar days from the date of the email notification in which to claim the prize, unless otherwise specified in the special Terms and Conditions for a particular Second Chance Drawing.

9.3 Forfeit Second Chance Drawing Prize. If the Lottery determines that a winner and any alternate winners of a Second Chance Drawing are ineligible or fail to claim the prize within the time limits set by the Lottery, or if the entry and any alternate winning entries selected for that drawing are invalid, then the Second Chance prize is forfeited by the winner and becomes an unclaimed prize. An unclaimed prize remains the property of the Lottery Commission to be allocated to the benefit of the public purpose.

9.4 Promotional Drawing Prize Notification. The Lottery will notify the winner of a Promotional Drawing prize by email, and may also notify the winner by telephone. (Because email is the primary method of prize notification, Members are responsible for keeping their email contact information updated.) The effective date of notification is the date the email is sent by the Lottery to the winner. The winner must follow the prize claiming instructions posted at www.oregonlottery.org and any other applicable Laws and Rules.

9.5 Time Limits for Claiming Promotional Drawing Prize. A winner of a Promotional Drawing prize has 14 calendar days from the date of the email notification in which to claim the Promotional Drawing prize, unless otherwise specified in the special Terms and Conditions for a particular Promotional Drawing.

9.6 Forfeit Promotional Drawing Prize. If the Lottery determines that a winner, and any alternate winners of a Promotional Drawing are ineligible, or fail to claim the prize within the time limits set by the Lottery, or if the entry and any alternate entries selected for that drawing are invalid, then the Promotional Drawing prize is forfeited and returned to the provider or to the Lottery's marketing budget.

9.7 Prize Claiming – Claim Forms. As a condition of receiving a Second Chance Prize, a Promotional Drawing prize, or any other item of value, the Lottery requires a Member to submit a claim form to the Lottery. To be valid, the claim form must contain the required information, such as name, address, signature or identifying mark, and social security number (if applicable) and a valid reference number. A valid claim form must be received by the Lottery within the applicable time period for claiming a Second Chance prize or a prize from a Promotional Drawing. The paper claim form is deemed received by fax or upon physical delivery to the Lottery's Headquarters in Salem, Oregon, either in person, through the U.S. mail, or by delivery service. An invalid claim form will not be accepted by the Lottery. The Lottery may, but is not required to, notify the claimant the claim form is invalid and may, but is not required to, return the claim form to the claimant. The claimant may resubmit a valid claim form as long as the applicable time period for claiming a Second Chance or Promotional Drawing prize has not expired.

9.8 Prize Claiming – Electronic Claim Forms: If available, the Lottery may require that the claimant submit an electronic claim form through the Internet. The electronic claim form is received by the Lottery when the form enters the Lottery's information processing system in a retrievable form. The electronic claim form will be deemed received at the time and date noted electronically by the Lottery's information processing system. An electronic claim form must include the Member's electronic signature that meets Lottery requirements.

9.9 IRS W-9 Form. For a Promotional Drawing prize, in lieu of a claim form, the Lottery may require the claimant to complete and submit an IRS W-9 form. The Lottery will notify the winner and electronically provide the W-9 form to the claimant. The W-9 form must be electronically submitted to the Lottery within the time period for claiming the Promotional Drawing prize.

9.10 Claim Locations. The Lottery may require that a Second Chance Drawing or a Promotional Drawing cash prize be claimed in person. A prize less than \$50,000 can be claimed at the Lottery's Wilsonville Payment Center, 9760 SW Wilsonville Road, Suite #130, Wilsonville Oregon 97070, or at the Lottery's Headquarters, 500 Airport Road SE, Salem, Oregon 97301. A prize of \$50,000 and greater can only be redeemed at Lottery Headquarters in Salem Oregon. Unless otherwise specified, all other prizes, such as merchandise, trips, and vacation packages must be claimed in person at Lottery Headquarters in Salem Oregon.

9.11 Verification of Identification. At any time, the Lottery may require the claimant to present valid proof of identity to confirm the claimant is the registered Member whose information is on file with the Lottery. A claimant who is unable to present valid identification upon request is ineligible to receive a Second Chance prize or be awarded a Promotional Drawing prize.

9.12 Disclosure of Winners. In accordance with [OAR 177-046-0130](#), the Lottery may use the name, address, and likeness of a winner in any Lottery promotional campaign, advertisement, or press release.

Details about Lottery use of winner information is available at <https://secure.sos.state.or.us/oard/view.action?ruleNumber=177-046-0130>.

9.13 **Deceased Winner.** If the winner of a Second Chance or Promotional Drawing prize is deceased, the Lottery may make payment of the prize to the estate of the deceased prize winner as provided in [OAR 177-046-0120](#).

10. LIMITATION OF LIABILITY

10.1 **General:** In addition to the limitations of liability in [OAR chapter 177](#), the State of Oregon, the Oregon State Lottery Commission, the Oregon State Lottery, and their respective agents, officers, and employees, are not liable for:

- a. **Communication Issues:** Late, lost, misrouted, garbled, distorted, or damaged entries, claims, notifications, other communications, or transmissions;
- b. **Software and Hardware Issues:** Telephone, electronic, hardware, software, network, Internet, or other computer, or communications-related malfunctions or failures. This includes, but is not limited to, lost Second Chance Drawing entries, or any canceled Second Chance Drawing or Promotional Drawing, caused by any malfunction or through operator error;
- c. **Disruptions and Errors:** Promotion disruptions, any printing or typographical errors in any materials associated with a promotion;
- d. **Delivery Issues:** Entries, claims, or other communications not received by the Lottery or that are lost in the mail or delivered elsewhere, or are electronically misrouted or misdirected;
- e. **Losses or Damages:** Other injuries, losses, or damages arising from, related to, or caused by a promotion, or any claims arising from or related to the acceptance, possession, or use of any Second Chance prize, Promotional Drawing prize, giveaway, or any other item of value offered by the Lottery;
- f. **Improper Submission of Entries:** Any non-winning Scratch-it tickets mailed or hand-delivered to Oregon Lottery Headquarters will not be returned to the Member and will not be entered in any Second Chance Drawing or Promotional Drawing;
- g. **Voluntary Participation:** Participation in a Second Chance Drawing, a Promotional Drawing, and the Program is voluntary. Acceptance of any Second Chance prize, Promotional Drawing prize, giveaway, or other item of value offered by the Lottery is voluntary. Promotions that require persons to compete with other persons, play games, or complete tasks, or any similar activities (even activities conducted online) carry a risk of personal injury or death. Participation is at the person's own risk; or
- h. **Other Injuries:** Any injuries, losses, or damages arising from use of the Website or mobile app, including but not limited to, malware, computer viruses, bugs, or cancel-bots, or any errors or defects in any promotion, Second Chance Drawing, or Promotional Drawing, which affects a Member's enjoyment of the Website or mobile app or causes damage to a Member's personal property.

10.2 **No Warranties.** Use of the Website or mobile app and participation in the Program is at the Member's own risk. The Lottery is providing the Website and mobile app "As Is" without any express or implied warranties and on an "as available" basis. To the fullest extent allowable by law, the Oregon State Lottery and its contractors specifically disclaim any representations or warranties, express or implied, regarding any products or services offered through the program, including any implied warranty of merchantability or fitness for a particular purpose and non-infringement and any implied warranty arising out of course of performance, course of dealing or usage of trade.

10.3 Not Liable for Damages. Under no circumstances, including but not limited to negligence, shall the state of Oregon, the Oregon State Lottery Commission, the Oregon State Lottery, and their respective agents, officers, employees, and contractors be liable for any direct, indirect, incidental, special, or consequential damages arising out of a Member's participation in the program or use of the Website or mobile app, including but not limited to, any Second Chance or Promotional Drawings, Second Chance prize, Promotional prizes, or any other use, even if any or all of the foregoing have been advised of the possibility of such damages.

10.4 No Responsibility for Third Party Actions. The Lottery does not guarantee that the Website or mobile app will be safe or secure. The Lottery is not responsible for the actions, content, information, or data of third parties, and a Member releases the State of Oregon, the Oregon State Lottery Commission, the Oregon State Lottery, and their respective agents, officers, and employees, and contractors from any claims and damages, known and unknown, arising out of or in any way connected with any claim against a third party arising from the use of the Website or mobile app.

10.5 Indemnification. By participating in the Program and using the Website or mobile app, a Member agrees to hold harmless, defend and indemnify the State of Oregon, the Oregon State Lottery Commission, the Oregon State Lottery, and their respective agents, officers, employees, and contractors from any claim, suit or demand, including reasonable attorney's fees, made by a third party due to or arising out of the Member's participation in the Program or use of the Website or mobile app, materials or related services, the Member's violation or breach of these Terms and Conditions, or any other act or omission by the Member related to the Member's participation in the Program or use of the Website or Mobile App.

10.6 Privacy. The Lottery will take reasonable precautions to protect your privacy. The Lottery and its contractors do not and cannot guarantee or warrant that information transmitted through the Internet is secure or that such transmissions are free from delay, interruption, interception or error. By opening a Member Account, you agree that: (a) your personal data may be processed, transferred, used and stored in a manner and at the locations agreed upon by the Lottery and its contractors; and (b) you consent to the [Lottery's privacy policy](#) as updated from time to time and the Lottery's disclosure of your data and information, including personal data, to the Lottery's contractors. Lottery may disclose information about prize winners as provided in [OAR 177-046-0130](#). Information in the Lottery's possession may be subject to disclosure under [Oregon's Public Records Law](#) and [OAR 177-010-0100](#). You may delete your Member Account through the Website or Mobile App when you are logged in to your account. This process may delete some or all of your records, including records that contain personal information about you and your activity. Please be aware that some records must be retained under Oregon's Public Records Law or may be held by vendors or third parties with different retention and deletion policies. Please contact us if you have questions about records the Lottery may have pertaining to you.

11. MISCELLANEOUS

11.1 Choice of Law. The Laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these Terms and Conditions, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

11.2 Designation of Forum/Consent to Jurisdiction. Any Member bringing a legal action against State of Oregon, the Oregon State Lottery Commission, the Oregon State Lottery, and their respective agents, officers, employees, and contractors arising out of or relating to these Terms and Conditions, use of the Website or mobile app, and participation in the Program shall bring the legal action or proceeding in the

Circuit Court of the State of Oregon for Marion County. A Member hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This applies to a claim brought against the State of Oregon, the Oregon Lottery Commission, and the Oregon State Lottery, only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in Federal Court. This section is also not a waiver by the State of Oregon of any form of immunity based on the Eleventh Amendment to the Constitution of the United States.

11.3 Invalid or Unenforceable. If a court of competent jurisdiction finds any provision of these Terms and Conditions to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

11.4 Captions. Where captions and headings are provided in these Terms and Conditions, they are for the convenience of the user only and have no substantive effect.

12. DISPUTES AND REMEDIES

12.1 Director Decisions Final and Binding. The decision of the Oregon Lottery Director, including, but not limited to, the amount or nature of a Second Chance Prize or Promotional Drawing prize, the validity of an entry, whether an entry is a winner, whether an entry was submitted in error, and whether an entrant has won a Second Chance Prize, Promotional Drawing prize, or other item of value is final and binding on the Member.

12.2 Promotional Drawing and Member Account Dispute Remedy. In the event of a dispute between the Lottery and a Member regarding entry into a Promotional Drawing, whether the Member is entitled to a prize, or any other dispute involving a Member's account or a promotion, the Lottery may, at the Lottery's sole discretion, provide the Member with the opportunity to enter another Promotional Drawing, or may provide the Member a ticket or share for any current Lottery game. This is the Member's sole and exclusive remedy.

12.3 Second Chance Drawing Dispute Remedy. In the event a dispute occurs between the Lottery and a Member as to the amount of a Second Chance Drawing prize, whether a Member entered a Second Chance Drawing, whether a Member has won a Second Chance Drawing, or whether the Member is eligible to receive a Second Chance Drawing prize, the Lottery Director will provide the Member with one unplayed ticket from any current Lottery game, and also in the Director's sole discretion, may provide up to one hundred new Oregon Lottery tickets or shares from any current game. This is the Member's sole and exclusive remedy.