

**MOVING NC STUDENTS FORWARD.COM  
OFFICIAL PROMOTION RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE AN AWARD.**

**OPEN TO ELIGIBLE LEGAL RESIDENTS OF NORTH CAROLINA, WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER.**

The Moving NC Students Forward Promotion (“Promotion”) is sponsored by North Carolina Education Lottery (“Sponsor”), 2728 Capital Boulevard, Suite 144, Raleigh, NC 27604.

- PROMOTION PERIOD:** The Promotion begins on June 1, 2023 at 12:00 PM (noon) Eastern Time (“ET”) and ends on June 30, 2024 at 11:59:59 PM ET (“Promotion Period”). During the Promotion Period, North Carolinians, 18 years of age or older, may submit an entry.

<b>Entry Period</b>	<b>Start Date (at 12:00 PM ET)</b>	<b>End Date (at 11:59:59 PM ET)</b>	<b>Award Notification Date (on or about)</b>
	6/1/23	6/30/24	TBD

Sponsor’s computer is the official Promotion clock.

- ELIGIBILITY:** An Entrant (as defined in Section 3) must be a legal resident of North Carolina and be at least eighteen (18) years of age at the time of entry. Officers, directors, agents, sales representatives, distributors, and employees of the North Carolina Education Lottery, Cactus Communications, Inc., Spurrier Group, IGT, SGI, Pollard Banknote/NPI, their parent companies, subsidiaries, affiliates, and their advertising, promotion and web design agencies (“Promotion Entities”) and the household members and immediate family members, e.g., children, spouse, siblings, parents and the "steps" of each of the aforementioned and other individuals/entities directly associated with this Promotion are not eligible to enter or receive an award.

The Promotion is subject to all applicable federal, state and local laws and/or regulations and every action taken by an Entrant in the Promotion must comply with these laws and regulations.

Participation in the Promotion consists of an Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Receiving the \$2,000 award is contingent upon fulfilling all requirements set forth herein.

Entrant must be the authorized account holder of the e-mail address associated with the account used to submit the entry or the e-mail address submitted through the Website. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

- 3. HOW TO ENTER:** During the Entry Period, an eligible entrant (“Entrant”) may enter the Promotion via the Moving NC Students Forward website. To enter the Promotion through the Website, the Entrant must logon to the Website, provide the requested information, and follow the on-screen prompts to answer questions and upload photos or video.

By submitting an entry, each Entrant agrees to the terms and conditions set forth in these Official Rules, and agrees that their entry conforms to the entry guidelines and restrictions set forth in Section 4 of these Official Rules (“Entry Requirements”).

**4. ENTRY REQUIREMENTS:** Each entry:

- Must be in English, except for commonly understood foreign words;
- May include additional attachments in one of the following three file formats; .JPG, .GIF, or .PNG (if uploaded to the Website), and must not exceed 5 MB in total;
- May include links to video stored and publicly available on YouTube, Instagram, and Vimeo;
- Must not infringe, misappropriate, or otherwise violate the intellectual property, industrial property, privacy, publicity, or other rights of any third party, including without limitation by containing material that violates or infringes another’s rights or that constitutes copyright infringement;
- Must be the original work of the Entrant;
- Must not disparage any person, including Promotion Entities or any other person or party affiliated with this Promotion;
- Must not prominently feature brand names, logos, or trademarks other than those of Sponsor in any element of the entry or image;
- Must not promote any cause or theme other than the Moving NC Students Forward theme (as determined in Sponsor’s sole discretion);
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, religious, political or libelous (as determined in Sponsor’s sole discretion);
- Must not contain, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual, or that otherwise promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined in Sponsor’s sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not itself be, or contain materials that are, unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the entry is created.

**NOTE:** Sponsor reserves the right to disqualify any Entrant whose entry is in violation of these Entry Requirements or who violates any other provision of these Official Rules, as determined by Sponsor in its sole discretion.

In addition, by participating in the Promotion, Entrant agrees that: (a) all rights, titles and interests in Sponsor’s IP, and all goodwill related thereto, belong exclusively to Sponsor, (b) Entrant has not and will not take any action that might harm or adversely affect such rights, (c) no rights, titles or interests in and to the Sponsor’s IP, except for the limited license granted to Entrant in these Official Rules, are transferred or created hereby, (d) Sponsor’s

IP rights are valid and enforceable, and that Entrant will do nothing to challenge the validity or enforceability of Sponsor's IP in any forum, and (e) the use of Sponsor's IP is permitted only for the purpose of making a submission in this Promotion and any use of Sponsor's IP (whether in a Promotion entry or otherwise) that exceeds the scope of this limited license infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

**5. GENERAL SUBMISSION TERMS:** Entries generated by script, macro or other automated means are void. Each Entrant hereby irrevocably grants Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional and/or marketing purposes. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the entry. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the entry for any purpose which Sponsor deems necessary or desirable, and each Entrant irrevocably waives any and all so-called moral rights they may have therein. All entry materials submitted by Entrants become the property of Sponsor and will not be returned. Sponsor reserves the right to remove an Entrant's entry (if applicable) and disqualify an Entrant from the Promotion if Sponsor determines, in its sole and absolute discretion, that an entry fails to conform to the entry requirements set forth herein.

**6. SELECTION:** Employees or designees of Cactus Communications, Inc., the Sponsor's designated creative advertising firm, and who are experienced marketing professionals ("Reviewers") will select potential participants. The Reviewers will consider each entry on its merits according to three key criteria: (1) entry must reflect the values of the NCEL; (2) entry must detail how lottery funds have benefited an NC student, and (3) the entry must provide strong emotional resonance. All participants will be deemed potential participants, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor, at Sponsor's sole discretion. **Limit one (1) award per person.** The Reviewers' decisions are final and binding in all matters.

**7. PAYMENT AND CONDITIONS:**

**Payments:** A payment of \$2,000 will be awarded to each selected Participant who participates in a video recording for the purpose of telling their story as outlined in the Entry.

**A. Award Conditions:** The right to receive a payment is non-transferable and non-assignable, and no substitution, exchange will be allowed, except by Sponsor who reserves the right to substitute an award of equal or greater value at Sponsor's sole discretion. Any Federal, state and local taxes, if any, are the sole responsibility of each Participant.

**8. NOTIFICATION:** Throughout the promotional period, the potential participants selected will be sent a notification with further instructions, including requesting the potential winner to provide their mailing address. Potential participants will be contacted at the e-mail address provided when submitting the entry. Each potential participant will be required to follow instructions in the Direct Message/on the posting/in the notification e-mail, and provide the Sponsor with their e-mail address, first name, last name (no initials), complete street

address (no PO Box), city, state, Zip Code, and birth date. In addition, before being declared a participant, each potential participant may be required to sign and return an affidavit of eligibility and a liability and/or publicity release ("Affidavit") which must be received by Sponsor within five (5) business days from the date of notification or the applicable award may (in Sponsor's sole discretion) be forfeited and, in Sponsor's sole discretion, awarded to an alternate participant as set forth below. In the event that a participant notification is returned as undeliverable, or if there no response to a participant notification within twenty-four (24) hours, or if a potential participant is found ineligible or does not comply with these Official Rules (including returning the Affidavit within 5 days), that potential participant may, at the Sponsor's sole discretion, be disqualified, and the award they may have received will be forfeited.

- 9. LIMITATION OF LIABILITY; RELEASE; INDEMNITY:** By participating in this Promotion, Entrants agree that the Promotion Entities, the State of North Carolina, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents, and any advertising or social media platform, such as Facebook, Twitter or Instagram, on which the Promotion is advertised or through which it is accessed or entered, and the successors and assigns of all such persons ("**Released Parties**") are not responsible or liable for, and to the maximum extent permitted by law, releases and hold harmless the Released Parties from and against, any and all claims, injuries, liabilities, costs, expenses, losses, damages or injuries of any kind, and resulting from (i) participation in the Promotion or any Promotion-related activity, (ii) from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, (iii) any breach or other violation by such Entrant of these Official Rules, any applicable site or platform policies, or applicable law; (iv) any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by Entrant, printing errors, human error, or by any of the equipment, services, or programming associated with or utilized in the Promotion, (v) any damage to an Entrant's equipment (such as a computer system or mobile device) which is occasioned by accessing the Promotion Site, Twitter, or participating in the Promotion, (vi) miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media (such as a private or direct messages, check-ins, tweets, and posts), and instant message); (vii) for any technical malfunctions, failures, delays, difficulties, or other errors of any kind or nature; (viii) any entry, email, prize package, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged; (ix) any failure of any postal or delivery service; (x) any use of the Entrant's personal information and entries as permitted under these Official Rules; or (xi) any events beyond Sponsor's reasonable control. Further, each Entrants agrees to defend, indemnify, hold harmless and release the Released Parties from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred as a result of Entrant's violation of these Official Rules (including without limitation any entry of Entrant in violation of any terms contained in these Official Rules), and/or any entry of Entrant that violates any laws or regulations, including, but not limited to, those concerning copyright, trademark, defamation and invasion of privacy. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Prize.

Without limiting the generality of the above, by taking any action to create an entry for the

Promotion, each Entrant, on their own behalf and on behalf of their personal representatives, heirs, executors, and assigns, acknowledges and agrees that: **(a) there may be danger and risk of bodily injury, death, or property damage involved in entering into the Promotion; (b) these risks and dangers may arise from foreseeable or unforeseeable causes; (c) such Entrant and their personal representatives, heirs, executors, and assigns assume all risks and responsibility for any personal injury, death, property damage, or other loss arising out of their participation in the Promotion, whether caused by negligence or any other cause;** and (d) such Entrant and their personal representatives, heirs, executors, and assigns are relinquishing any and all rights he, she, or they now have or may have in the future to sue or take any other action against any Released Party on the basis of any injury, death, damage, or other loss that may be suffered arising from any participation in the Promotion, including but not limited to claims based on allegations of negligence by any of the Released Parties.

If, for any reason, an entry is erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Promotion, the Entrant's sole remedy is to enter the Promotion again during the Promotion Period. If, for any reason, the Promotion is not capable of running as planned (including, without limitation, due to any changes or service interruptions in the website platform), Sponsor reserves the right, at its sole discretion, to cancel, terminate, extend, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a participant in a manner it deems fair and reasonable, including the determination of a participant from among eligible entries received prior to such cancellation, termination, modification or suspension in accordance with the criteria set forth above. This Promotion is subject to all federal, state and local laws and regulations.

**NONE OF THE RELEASED PARTIES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROMOTION, ANY AWARD, OR THESE OFFICIAL RULES, HOWEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH RELEASED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. THE RELEASED PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE PROMOTION OR ANY AWARD.**

**10. DISPUTES: THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN WAKE COUNTY, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

**11. PRIVACY POLICY:** Any personally identifiable information collected by Sponsor or its designee during an Entrant's participation in the Promotion may be used by Sponsor, its

affiliates, designees, agents, and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules.

- 12. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting an award, each Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, entry and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including, but not limited to, in live television, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 13. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide the Entrant's entry to Sponsor for purposes of the Promotion does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's entry. Each Entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or photos may be competitive with, similar or identical to the entry and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any entry or other material submitted in connection with the Promotion, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 14. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any entry, or to otherwise exploit any entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.
- 15. DATES & DEADLINES:** Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Promotion.
- 16. DISQUALIFICATION:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor reserves the right to disqualify any individual found, in Sponsor's sole discretion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion may void any attempted participation effected by such methods and the disqualification of the individual

utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 17. CONFLICT:** In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.
- 18. SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- 19. TWITTER, INSTAGRAM, AND OTHER SOCIAL MEDIA PLATFORMS:** The Promotion may be advertised on or accessed through one or more social media platforms, such as Twitter or Instagram. However, the Promotion is in no way sponsored, endorsed, or administered by, or associated with, any such platforms.

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