

\$5 MILLION VEGAS CHALLENGE®
OFFICIAL EVENT RULES and GUIDELINES

1. PROGRAM DESCRIPTION

The \$5 MILLION VEGAS CHALLENGE® (the "**Challenge**") is an event produced by Scientific Games, LLC ("**SG**" or "**Producer**") in connection with the Texas Lottery Commission ("**Lottery**"). The Challenge is currently scheduled to take place in Las Vegas, Nevada, in or about Spring of 2025. The specific date and/or location of the Challenge is subject to change; provided that, in any event, the Challenge shall take place in Las Vegas, Nevada. The Lottery is conducting the \$5 MILLION VEGAS CHALLENGE® second-chance promotion ("**Promotion**"). Twenty (20) contestants (the "**Contestants**") will be randomly selected to travel to and participate in the Challenge in Las Vegas, Nevada. Each Contestant will have the chance to win cash prizes ranging from five thousand dollars (\$5,000) up to five million dollars (\$5,000,000) through a series of two (2) elimination rounds (each a "**Round**" or "**Rounds**"), plus one (1) final \$5 Million Spin Round.

In **Round 1**, five (5) finalists ("**Finalists**") will be randomly selected from the twenty (20) Contestants to advance to the second round ("**Round 2**"). The remaining fifteen (15) Contestants (hereinafter the "**\$50,000 Spin Finalists**") will not proceed further in the Challenge but will have the opportunity to participate in the \$50,000 Spin (the "**\$50,000 Spin**") to spin a wheel to win a cash prize ranging from five thousand dollars (\$5,000) up to a potential top prize of one million dollars (\$1,000,000) paid less any required tax withholdings, in the form of either (i) an annuity stream equal to one million dollars (\$1,000,000), payable in twenty (20) equal annual installments of fifty thousand dollars (\$50,000) each without interest or (ii) a lesser lump sum election, a one-time cash prize of seven hundred thousand dollars (\$700,000), form of payment is at the election of the \$50,000 Spin Finalist.

In **Round 2**, from the five (5) Finalists selected in Round 1, four (4) Finalists (the "**\$1 Million Spin Finalists**") will be eliminated from the Challenge but each \$1 Million Spin Finalist will have the opportunity to spin a wheel to win a cash prize ranging from one hundred thousand dollars (\$100,000) up to one million dollars (\$1,000,000) paid less any required tax withholdings, in the form of either (i) an annuity stream equal to one million dollars (\$1,000,000), payable in twenty (20) equal annual installments of fifty thousand dollars (\$50,000) each without interest or (ii) a lesser lump sum election, a one-time cash payment of seven hundred thousand dollars (\$700,000), form of payment is at the election of the \$1 Million Spin Finalist.

From the five (5) Finalists selected in Round 1, the remaining one (1) Finalist (the "**\$5 Million Spin Finalist**") will advance from Round 2 to the final **\$5 Million Spin Round** for the chance to win a grand prize (the "**Grand Prize**") of up to five million dollars (\$5,000,000), paid less any required tax withholdings, in the form of either (i) an annuity stream equal to five million dollars (\$5,000,000) payable in twenty (20) equal annual installments of two hundred fifty thousand dollars (\$250,000) each without interest or (ii) a lesser lump sum election, a one-time cash prize of three million five hundred thousand dollars (\$3,500,000), form of payment is at the election of the \$5 Million Spin Prize Finalist. The \$5 Million Spin Finalist is guaranteed a minimum prize of one million dollars (\$1,000,000) paid less any required tax withholdings, in the form of either (i) an annuity stream equal to one million dollars (\$1,000,000) payable in twenty (20) equal annual installments of fifty thousand dollars (\$50,000) each without interest or (ii) a lesser lump sum election, a one-time cash payment of seven hundred thousand dollars (\$700,000), form of payment is at the election of the \$5 Million Spin Finalist. The Grand Prize, together with all other cash prizes that may be won, shall be collectively referred to as the "**Prize**" or "**Prizes**," which Prizes are not transferable.

By participating in the Challenge, each Contestant agrees that all decisions regarding the Challenge, including but not limited to the random selection of all Finalists (including the \$1 Million Spin Finalists and the \$5 Million Spin Finalist), proxies, judging, game guidelines, program production, game play, penalties and disqualification determinations, technical difficulties, mechanical failures, or human errors, including but not limited to the premature reveal of any Challenge material or elements, the malfunction of any piece of stage equipment or electronics, the failure of any audio equipment, and the awarding of Prizes, are at the sole and exclusive discretion of the Producer and are final and not subject to appeal.

Prize awards are not considered won by a Contestant, and are not payable unless and until the following conditions are met:

- a. the third-party underwriter of such Prize award certifies to SG that the Challenge has been conducted appropriately and in accordance with these Official Event Rules and Guidelines and the \$5 MILLION VEGAS CHALLENGE® Event And Security Procedures;***
- b. a Contestant has validly won the Prize award pursuant to these Official Event Rules and Guidelines and the \$5 MILLION VEGAS CHALLENGE® Event And Security Procedures and is entitled to receive the Prize award; and***
- c. the third-party underwriter has accepted the obligation to pay the Prize award to a Contestant,.***

FAILURE TO COMPLY WITH ANY OF THESE OFFICIAL EVENT RULES AND GUIDELINES, INDIVIDUAL GAME GUIDELINES, ANY OTHER GUIDELINES, OR CODES OF CONDUCT SET FORTH BY SG FOR THE CHALLENGE, MAY RESULT IN A CONTESTANT'S DISQUALIFICATION AT SG'S SOLE AND ABSOLUTE DISCRETION AND/OR THE REVOCATION OF ANY PRIZE WON.

2. CONTESTANT ELIGIBILITY

Contestants or their Proxy(ies) must be at least twenty-one (21) years of age or older and meet all eligibility requirements as determined by Lottery procedures to be eligible to participate in the Challenge. If a Contestant is not at least twenty-one (21) years of age, the Contestant shall assign a Proxy to play on his or her behalf. If the Contestant does not timely assign an eligible Proxy to play on his or her behalf, SG shall assign an eligible Proxy. SG may also appoint a Proxy should the Contestant arrive at the Challenge and, in SG's judgment, is intoxicated or otherwise unable to participate in the Challenge.

Proxy - A Proxy is a non-Contestant who is assigned by a Contestant (or by SG) to participate in the Challenge activities described herein. Proxies are not entitled to keep any winning(s) won on behalf of a Contestant.

Notwithstanding any portion of these Official Event Rules and Guidelines to the contrary, a Proxy **assigned by SG** to participate in the Challenge on behalf of a Contestant shall not be vested with the power, authority or discretion to (i) make any decision pertaining to these Official Event Rules and Guidelines for or on behalf of the Contestant represented by such assigned Proxy; or (ii) risk or forfeit, during the conduct of the Challenge, any winnings won by the assigned Proxy on behalf of the Contestant represented by such assigned Proxy.

Conversely, however, a Proxy **assigned by a Contestant** to participate in the Challenge on behalf of such Contestant shall be vested with the power, authority and discretion to (i) make decisions pertaining to these Official Event Rules and Guidelines for or on behalf of the Contestant represented by such designated Proxy; and (ii) risk or forfeit, during the conduct

of the Challenge, any winnings won by the designated Proxy on behalf of the Contestant represented by such designated Proxy. **Further, with regard to any Contestant who is ineligible to participate in the Challenge for any reason other than not meeting the above-referenced minimum age requirement, SG shall assign a Proxy to participate in the Challenge.**

SG reserves the right to verify eligibility of each Contestant to participate in the Challenge. By signing these Official Event Rules and Guidelines below, the Contestant consents to a background check for purposes of verifying eligibility.

Each Contestant and Contestant's guest are responsible for ensuring their respective compliance with the REAL ID Act, to the extent such Act is applicable to the Contestant's or the guest's air travel. The REAL ID Act modifies U.S. federal law pertaining to security, authentication, and issuance procedures standards for state driver licenses and identity documents, as well as various immigration issues pertaining to terrorism.

In addition, the following individuals shall not be eligible to participate:

- (a) an employee, officer or director of the Lottery or SG or its affiliates;
- (b) a contractor or consultant under agreement with the Lottery or SG or its affiliates to review the Challenge audit and the official \$5 MILLION VEGAS CHALLENGE® Event and Security Procedures;
- (c) an employee of an independent accounting firm under contract with the Lottery or SG or its affiliates to observe drawings or site operations and actually assigned to the Lottery or SG or its affiliates account and all partners, shareholders, or owners in the local office of the firm;
- (d) an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a), (b), and (c) and residing in the same household; or
- (e) those persons designated by any applicable law, rule, or regulation in the jurisdiction of a participating state lottery as ineligible to play its games.

SG reserves the right in its sole and absolute discretion to disqualify any Contestant that it determines does not meet Eligibility requirements, fails to comply with these Official Event Rules and Guidelines, has provided inaccurate information on any documents submitted in connection with the Challenge, is acting in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person, or displays behavior that has the potential to damage the reputation of the Producer, the Challenge, or any other person or entity associated with the Challenge. In the event of disqualification, any and all privileges of such person as a Contestant or Finalist will be immediately terminated, including the right to receive any Prizes that may already have been won.

3. CONTESTANT SELECTION

The pool of Contestants will be comprised of promotional second-chance drawings winners, or their Proxies selected to attend the Challenge through one or more random selection procedures conducted by or on behalf of the Lottery. The actual number of Contestants will be twenty (20). SG shall have no liability regarding the selection of Contestants by the Lottery, or any other decisions made, or actions taken by the Lottery relating to the Challenge.

4. CHALLENGE OVERVIEW

The Challenge will consist of two (2) Rounds, plus one (1) **\$5 Million Spin Round**. Round 1 will reduce a field of twenty (20) Contestants to fifteen (15) \$50,000 Spin Finalists and five (5) Round 2 Finalists, and Round 2 will reduce the field of five (5) Finalists to four (4) \$1 Million Spin Finalists and one (1) \$5 Million Spin Finalist who will move on to the \$5 Million Spin Round. The rounds will take place as follows:

- a. **Round 1:** At the start of Round 1, each of the Contestants receives exactly one (1) envelope; Contestants will be randomly assigned a unique selection number from one (1) through twenty (20). This will be the order in which each Contestant is called upon to select an envelope. Each Contestant will be called upon to make a selection from the numbered envelopes that remain at the time of the Contestant's selection. **If a Contestant is NOT in their seat, or the Contestant does not respond to the Challenge Host, when the Contestant's selection order number is called, an envelope will be selected for the Contestant by a Proxy assigned by SG and that envelope will be the Contestant's final envelope for Round 1. All envelopes will be held and opened at the same time.**

The envelopes will contain the following messages:

1. Five (5) of the envelopes contain a "\$1 Million Spin" message. Each of the Contestants revealing the "\$1 Million Spin" message moves on to Round 2 as the **"Round 2 Finalists"**.
2. Fifteen (15) envelopes contain a "\$50,000 Spin" message. Each of the Finalists (the **"\$50,000 Spin Finalists"**) revealing the "\$50,000 Spin" message will have the opportunity to play the \$50,000 Spin. The \$50,000 Spin consists of a minimum of one (1) spin of a wheel displaying twenty-four (24) equally sized segments. The segments display the following messages:
 - i) One (1) of the segments displays the dollar amount of "\$50,000."
 - ii) One (1) of the segments displays the dollar amount of "\$25,000."
 - iii) Two (2) of the segments display the dollar amount of "\$10,000."
 - iv) Sixteen (16) of the segments display the dollar amount of "\$5,000."
 - v) Four (4) of the segments display the words "Spin Again."
 - vi) One (1) of the twenty-four (24) segments also displays a Gold Star and "START" which indicates the required starting position of the wheel prior to each wheel spin conducted during the Challenge.
3. Each \$50,000 Spin Finalist spins the wheel until it comes to rest on a dollar amount segment. If a \$50,000 Spin Finalist's wheel spin comes to rest on a "Spin Again" segment, the wheel spin does not count, and the \$50,000 Spin Finalist will spin the wheel until the wheel comes to rest on a dollar amount segment. The \$50,000 Finalist wins the dollar amount displayed on the wheel segment when the wheel spin comes to rest with the following exceptions:
 - i) If the \$50,000 Spin Finalist's wheel spin comes to rest on a dollar amount other than the \$50,000 segment, he or she wins that dollar amount and the \$50,000 Spin Finalist's game play activity concludes.
 - ii) If the \$50,000 Spin Finalist's wheel spin comes to rest on the \$50,000 segment, the \$50,000 Spin Finalist gets an additional spin of the wheel.

- a. If the additional wheel spin comes to rest on a “Spin Again” segment, he or she spins the wheel again until the wheel spin comes to rest on a dollar amount.
 - b. If the additional wheel spin comes to rest on the \$50,000 segment, the \$50,000 Spin Finalist wins one million dollars (\$1,000,000) to be paid less any required tax withholdings, in the form of either (i) an annuity stream equal to one million dollars (\$1,000,000) payable in twenty (20) equal annual installments of fifty thousand dollars (\$50,000) each without interest or (ii) a lesser lump sum election, a one-time cash Prize of seven hundred thousand dollars (\$700,000), form of payment is at the election of the \$50,000 Spin Finalist and the \$50,000 Spin Finalist’s game play activity concludes.
 - c. If the additional wheel spin lands on any dollar amount segment other than the \$50,000 segment, the \$50,000 Spin Finalist wins a total of fifty thousand dollars (\$50,000) and the \$50,000 Spin Finalist’s game play activity concludes.
4. The wheel will always start at the Gold Star “START” segment. Each spin of the wheel must rotate in a clockwise direction and must complete at least **one (1) rotation** before coming to rest to be considered an eligible wheel spin. Should the wheel spin fail to complete at least **one (1) rotation** before coming to rest, the \$50,000 Spin Finalist may spin the wheel exactly one (1) more time. If on the second attempt the wheel does not complete at least **one (1) rotation** before coming to rest, a proxy will be assigned to spin the wheel until **one (1) complete rotation** before coming to rest is achieved. Once the wheel is released by the \$50,000 Spin Finalist and is in motion, it must not be touched or interfered with by anyone or anything, subject to the following: (i) if the wheel is touched or interfered with by the \$50,000 Spin Finalist, the wheel spin is ineligible, the \$50,000 Spin Finalist will not receive another spin, and the \$50,000 Spin Finalist will receive the minimum Prize amount of five thousand dollars (\$5,000) for the wheel spin attempt; or (ii) if the wheel is touched or interfered with by anyone or anything other than the \$50,000 Spin Finalist, the \$50,000 Spin Finalist will receive another spin.
5. Should there be a mechanical failure or other such occurrence that renders the wheel inoperable for any reason, game play will move to a manual method of play using sealed security envelopes. The odds of obtaining the respective \$50,000 Spin outcome using the sealed security envelopes shall be the same as those odds resulting from the use of a properly functioning wheel in the \$50,000 Spin.
- b. **Round 2:** The five (5) Contestants who reveal a “\$1 Million Spin” in Round 1, will be announced as the five (5) Round 2 Finalists. Each Round 2 Finalist will select exactly one (1) envelope; the order of selection shall be determined by the Producer; the Round 2 Finalists will be directed to open their envelopes at the same time by the Challenge Host. Each envelope will contain one of the following messages:
1. One (1) envelope contains a "\$5 Million Spin" message. The Round 2 Finalist revealing the one (1) "\$5 Million Spin" message becomes the **\$5 Million Spin Finalist** and moves on to the \$5 Million Spin.
 2. Four (4) envelopes contain a "\$1 Million Spin" message. Each of the Round 2 Finalists revealing this message will have the opportunity to play the \$1 Million Spin as the **“\$1 Million Spin Finalists”**. The \$1 Million Spin consists of a single spin of a wheel displaying twenty-four (24) equally sized segments. The segments display the following messages:

- i) One (1) of the segments displays the words "\$1 Million."
 - ii) One (1) of the segments displays the dollar amount of "\$500,000."
 - iii) Two (2) of the segments display the dollar amount of "\$200,000."
 - iv) Sixteen (16) of the segments display the dollar amount of "\$100,000."
 - v) Four (4) of the segments display the words "Spin Again."
 - vi) One (1) of the twenty-four (24) segments also displays a Gold Star and "START" which indicates the required starting position of the wheel prior to each wheel spin conducted during the Challenge.
3. Each \$1 Million Spin Finalist spins the wheel until it comes to rest on a dollar amount segment. If the \$1 Million Spin Finalist's wheel spin comes to rest on a "Spin Again" segment, the wheel spin does not count, and the \$1 Million Spin Finalist will spin the wheel until the wheel comes to rest on a dollar amount wheel segment. The \$1 Million Spin Finalist wins the dollar amount displayed on the wheel segment when the wheel spin comes to rest and game play activity concludes.
- i) A Prize in the amount of one million dollars (\$1,000,000) may be paid less any required tax withholdings, in the form of either (i) an annuity stream equal to one million dollars (\$1,000,000) payable in twenty (20) equal annual installments of fifty thousand dollars (\$50,000) each without interest or (ii) a lesser lump sum election, a one-time cash payment of seven hundred thousand dollars (\$700,000), form of payment is at the election of the \$1 Million Spin Finalist's.
4. The wheel will always start at the Gold Star "START" segment. Each spin of the wheel must rotate in a clockwise direction and must complete at least **one (1) rotation** before coming to rest to be considered an eligible wheel spin. Should the wheel spin fail to complete at least **one (1) rotation** before coming to rest, the \$1 Million Spin Finalist may spin the wheel exactly one (1) more time. If on the second attempt, the wheel spin does not complete at least **one (1) rotation** before coming to rest, a proxy will be assigned to spin the wheel until one (1) complete rotation before coming to rest is achieved. Once the wheel is released by the \$1 Million Spin Finalist and is in motion, it must not be touched or interfered with by anyone or anything, subject to the following: (i) If the wheel is touched or interfered with by the \$1 Million Spin Finalist, the wheel spin is ineligible, the \$1 Million Spin Finalist will not receive another spin, and the \$1 Million Spin Finalist will receive the minimum amount of one hundred thousand dollars (\$100,000) for the wheel spin attempt; or (ii) If the wheel is touched or interfered with by anyone or anything other than the \$1 Million Spin Finalist, the \$1 Million Spin Finalist will receive another spin.
5. Should there be a mechanical failure or other such occurrence that renders the wheel inoperable for any reason, play will move to manual method of play using sealed security envelopes of identical outward appearance. The odds of obtaining the respective \$1 Million Spin outcomes using the sealed security envelopes shall be the same as those odds resulting from the use of a properly functioning wheel in the \$1 Million Spin.
- c. **\$5 Million Spin Round:** The Finalist who receives the one (1) envelope containing the "\$5 Million Spin" message in Round 2 is the **\$5 Million Spin Finalist**. The \$5 Million Spin Finalist participates in the \$5 Million Spin as follows:

1. The \$5 Million Spin consists of a single spin of a wheel displaying twenty-four (24) equally sized segments.
2. The segments display the following messages:
 - i) One (1) of the segments displays the words "\$5 Million."
 - ii) One (1) of the segments displays the words "\$2.5 Million."
 - iii) Eighteen (18) of the segments display the words "\$1 Million."
 - iv) Four (4) of the segments display the words "Spin Again."
 - v) One (1) of the twenty-four (24) segments also displays a Gold Star and "START" which indicates the required starting position of the wheel prior to each wheel spin conducted during the Challenge.
3. The \$5 Million Spin Finalist spins the wheel until it comes to rest on a dollar amount segment. If the \$5 Million Spin Finalist's wheel spin comes to rest on a "Spin Again" segment, the wheel spin does not count, and the \$5 Million Spin Finalist will spin the wheel again until the wheel comes to rest on a dollar amount wheel segment. The \$5 Million Spin Finalist wins the dollar amount displayed on the wheel segment when the wheel spin comes to rest and the game play activity concludes.
 - i) A Prize in the amount of one million dollars (\$1,000,000) may be paid less any required tax withholdings, in the form of either (i) an annuity stream equal to one million dollars (\$1,000,000) payable in twenty (20) equal annual installments of fifty thousand dollars (\$50,000) each without interest; or (ii) a lesser lump sum election, a one-time cash payment of seven hundred thousand dollars (\$700,000), form of payment is at the election of the \$5 Million Spin Finalist.
 - ii) A Prize in the amount of two million five hundred thousand dollars (\$2,500,000) may be paid less any required tax withholdings, in the form of either (i) an annuity stream equal to two million five hundred thousand dollars (\$2,500,000) payable in twenty (20) equal annual installments of one hundred twenty-five thousand dollars (\$125,000) each without interest, or (ii) a lesser lump sum election, a one-time cash Prize of one million seven hundred fifty thousand dollars (\$1,750,000), form of payment is at the election of the \$5 Million Spin Finalist.
 - iii) A Prize in the amount of five million dollars (\$5,000,000) may be paid less any required tax withholdings, in the form of either (i) an annuity stream equal to five million dollars (\$5,000,000) payable in twenty (20) equal annual installments of two hundred-fifty thousand dollars (\$250,000) each without interest, or (ii) a lesser lump sum election, a one-time cash prize of three million five hundred thousand dollars (\$3,500,000), form of payment is at the election of the \$5 Million Spin Finalist.
4. The wheel will always start from the Gold Star "START" segment. Each spin of the wheel must rotate in a clockwise direction and must complete at least **three (3) rotations** before coming to rest to be considered an eligible spin. Should the wheel fail to complete at least **three (3) rotations** before coming to rest, the \$5 Million Spin Finalist may spin the wheel exactly one (1) more time. If on the second attempt, the wheel does not complete at least **three (3) rotations** before coming to rest, a proxy will be assigned to spin the wheel until **three (3) complete rotations** are achieved before coming to rest in a single wheel spin attempt. Once the wheel is released by the \$5 Million Spin Finalist and is in motion, it must not be touched or interfered with by anyone or anything, subject to the following: (i) If the wheel is touched or interfered

- with by the \$5 Million Spin Finalist, the wheel spin is ineligible, the \$5 Million Spin Finalist will not receive another spin, and the \$5 Million Spin Finalist will receive the minimum prize amount of one million dollars (\$1,000,000) for the wheel spin attempt; or (ii) If the wheel is touched or interfered with by anyone or anything other than the \$5 Million Spin Finalist, the \$5 Million Spin Finalist will receive another spin.
5. Should there be a mechanical failure or other such occurrence that renders the wheel inoperable for any reason, game play will move to manual method of play using sealed security envelopes. The odds of obtaining the respective \$5 Million Spin outcomes using the sealed security envelopes shall be the same as those odds resulting from the use of a properly functioning wheel in the \$5 Million Spin.
- d. \$5 MILLION VEGAS CHALLENGE® Event ends.
 - e. **\$5 Million Spin Round Odds:** The odds of winning \$1 Million in the \$5 Million Spin are 9 in 10. The odds of winning \$5 Million or \$2.5 Million in the \$5 Million Spin are 1 in 20 each.

5. PRIZES AND/OR THE GRAND PRIZE

Prize allocation for each Contestant will be awarded as detailed above. All Prizes awarded during the Challenge event are the sole responsibility of SG and are underwritten by a third party. The Lottery shall have no liability for any Prize amounts awarded during the Challenge event. Prior to dismissal from the Challenge, Contestants are reminded that their Prize winnings will be sent to them as per the terms and conditions of the Challenge, subject to the condition that the Contestant meets all eligibility requirements and remains in compliance with these Official Event Rules and Guidelines which each Contestant is required to duly accept and agree to in writing in order to participate in the Challenge.

All taxes on any Prizes won are the responsibility of the Contestant. The total amount of the cash Prizes won at the Challenge by the Contestants will be provided to each Contestant as outlined in these Official Event Rules and Guidelines. SG or its designated agent shall withhold from all Prizes the minimum required federal and state withholding taxes and shall deposit said withholdings on behalf of the Contestants to the appropriate agencies. Each Contestant must supply a complete and valid IRS Form W-9 to SG prior to and as a condition of receiving a Prize. The Contestants shall receive an IRS Form W-2G from SG and a copy shall be provided to the Lottery, upon request.

6. PUBLICITY

Except where prohibited, participation in the Challenge constitutes each Contestant's consent to Producer's and its agents' use of Contestant's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment, consideration, or notification.

7. REPRESENTATIONS, WARRANTIES, AND INDEMNITY

Each Contestant represents and warrants that he or she has read, understands, and will follow the Official Event Rules and Guidelines. Contestant agrees (as permitted by applicable law) to indemnify and hold the Producer, from and against any and all claims, liabilities, costs and expenses, (including reasonable attorney's fees) arising from a breach by the Contestant of any representation, warranty or covenant made by such Contestant in connection with his or her acceptance of these Official Event Rules and Challenge activities.

8. WAIVER OF LIABILITY AND RELEASE

By participating in the Challenge, Contestant discharges and fully releases and agrees to hold harmless Producer, the Texas Lottery Commission, and any other entities associated with the Challenge, and all of their respective officers, directors, employees, agents and representatives (the “**Released Parties**”), from any and all liability, injury, damage or loss that may occur, directly or indirectly, in whole or in part, from or in connection with the Contestant’s participation in the Challenge or from the receipt or use of any Prize or from any activity related to the receipt or use of any Prize. By receipt of a Prize, each Contestant agrees to release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, tax liability, personal injury, death, or damage to or loss of property, arising out of participation in the Challenge or receipt or use or misuse of any Prize.

9. LIMITATIONS OF LIABILITY

The Lottery and the Producer are not responsible for data entry errors resulting from or caused by the entering, keying or mis-keying of the required lottery ticket information by Contestants, or for stolen, late, incomplete, inaccurate, misdirected, lost, damaged or delayed lottery tickets, or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the announcement of Prizes, functionality of any mobile application or in any Challenge-related materials. The Lottery and the Producer are also not responsible for any incorrect or inaccurate information, whether caused by a Contestant, tampering, hacking, or by any mobile applications, equipment or programming associated with or utilized in the Challenge. All decisions regarding technical difficulties, mechanical failures, or human errors, including but not limited to the premature reveal of any game material or elements, the malfunction of any piece of stage equipment or electronics or the failure of any audio equipment, in connection with the Challenge will be determined by SG in its sole discretion and shall be final and binding on all Finalists.

The Lottery shall have no liability for any Prize amounts awarded in the Challenge or any taxes associated with those amounts.

The Lottery and the Producer are not responsible for any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from Contestant’s participation in the Challenge or receipt or use or misuse of any prize.

ANY ATTEMPT BY A CONTESTANT, FINALIST, OR PROXY TO DELIBERATELY DAMAGE OR UNDERMINE THE CHALLENGE OR LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PRODUCER WILL DISQUALIFY ANY SUCH PERSON AND RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.

10. ADDITIONAL RULES AND PROCEDURES

In the event Producer needs to stop the Challenge for any reason (including but not limited to human, mechanical, equipment failure, rule violation, or safety issues), the Contestants and/or the Challenge pieces (i.e., wheel, envelopes) may be reset to a particular position, or the entire Challenge may be thrown out and restarted from the beginning, at Producer’s sole and absolute discretion. Producer reserves the right to modify these guidelines at any time, with or without notice, in its sole discretion.

11. ADDITIONAL ADDENDA AND/OR GUIDELINES

Any additional addenda and/or guidelines required by Producer for the Challenge will be provided to and/or briefed to the Contestants prior to the Challenge and such guidelines and/or addenda, whether delivered in writing or verbally during the Challenge, will be deemed added to this document and fully incorporated herein.

12. MISCELLANEOUS GUIDELINES

Any and all advice that may be given to Contestants by the Challenge Host (selected by Producer in its sole discretion), the audience, other Contestants, Producers and/or other production personnel will be taken at the Contestant's sole risk. Contestants are solely responsible for any decisions they make or actions they take within the confines of the Challenge.

Contestants must make themselves available for the entire Challenge (and any additional time reasonably requested by Producer) for the purpose of conducting the Challenge.

At no time may a Contestant attempt to impede, hinder or interfere with a fellow Contestant during the course of the Challenge. Doing so may result in the Contestant's disqualification by the Producer, in its sole and absolute discretion.

No Contestant may collude with any other Contestant, Challenge Host, audience member, production personnel or otherwise try to "fix" (i.e., predetermine) the result of any portion of the Challenge.

Unless approved in writing by Producer, Contestants are not permitted to share any Prizes with any other Contestants they may compete against. Contestants will be monitored throughout the production of the Challenge.

All Challenge rounds will be audited by an independent auditor(s).

Challenge Prizes in the amount of one million dollars (\$1,000,000) up to five million dollars (\$5,000,000) shall be paid less any required tax withholdings, in the form of either (i) an annuity stream payable in twenty (20) equal annual installments without interest or (ii) a lesser one-time lump sum payment Prize election, form of payment is at the election of the Contestant.

The minimum age requirement to play the Challenge is twenty-one (21) years of age per Nevada state law. If a Contestant/Finalist is not twenty-one (21) years of age, the Contestant/Finalist shall assign a proxy to play on their behalf. If the Contestant/Finalist does not timely assign a proxy, SG shall assign a proxy. A proxy must be twenty-one (21) years of age or older to be eligible to play the Challenge.

Selected Contestants/Finalists who are contacted and fail to provide all information requested by SG (e.g., age verification, address verification, signed publicity/liability release and affidavit as to identity) in a timely fashion will forfeit their trip prize and opportunity to participate as a Contestant/Finalist in the Challenge, and an alternate Contestant/Finalist may be selected.

Prizes are not for resale and are not transferable.

Taxes are the sole responsibility of each Contestant/Finalist.

Employees of the Lottery, SG or other companies associated with the Promotion, as well as members of their immediate families (spouses, parents, stepparents, siblings, and children) and household members of each such employee, are not eligible.

SG reserves the right to change, add to, delete from, modify, or amend these Official Event Rules and Guidelines at any time at its sole discretion, subject to the approval of the Lottery.

Of the nineteen thousand seventy-five (19,075) promotional second-chance winners entered into the \$5 MILLION VEGAS CHALLENGE® promotional second-chance drawings, odds of being selected are 1 in 954.