

ADMINISTRATIVE BULLETIN NO. 479III  
WORCESTER RAILERS® WEEK-OF-WIN FACEBOOK PROMOTION

The purpose of this Administrative Bulletin is to outline the rules and regulations for the “Worcester Railers® Week-of-Win” Facebook Promotion. The manner in which the promotion is conducted shall be consistent with the Official Rules attached to this Administrative Bulletin.

The Executive Director reserves the right to amend this Administrative Bulletin if he deems it is in the best interest of the Lottery to do so.

The effective date of the Administrative Bulletin shall be February 10, 2020.

MASSACHUSETTS STATE LOTTERY COMMISSION

By: \_\_\_\_\_



EDWARD J. FARLEY  
CHIEF MARKETING OFFICER

Date: \_\_\_\_\_

Jan 30, 2020

**Massachusetts State Lottery Commission's  
"WORCESTER RAILERS® WEEK-OF-WIN" Facebook Promotion**

***Official Rules***

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. General.** By participating in the Massachusetts State Lottery Commission's "Worcester Railers® Week-of-Win" Facebook Promotion ("the Promotion"), sponsored by the Massachusetts State Lottery Commission ("the Lottery") and the Worcester Railers HC® (collectively, "the Sponsors"), the entrant acknowledges and agrees to all of these Official Rules. The Promotion Period begins Monday, February 10, 2020, at approximately 9 a.m., and ends on Friday, February 14, 2020, at 11:59 p.m. ("the Promotion Period"). There are a total of five Entry Periods (February 10, February 11, February 12, February 13, and February 14, 2020) and individually referred to as an "Entry Period", one on each of the five dates within the Promotion Period, and each Entry Period will begin at approximately 9 a.m. and conclude at 11:59 p.m. All times in this Promotion refer to Eastern Time. By participating in the Promotion, entrants agree to be bound by these Official Rules and by all decisions of the Sponsors, whose decisions are at their sole discretion and are binding and final. Failure to comply with these Official Rules will result in disqualification from this Promotion.

**2. Eligibility.** The Promotion is open only to legal residents of Massachusetts who are 18 years of age or older as of the Promotion Period. Legal residents of Massachusetts who become 18 years of age during the Promotion Period shall only be eligible for the Entry Periods on and after the date that they become 18 years of age. Employees of the Sponsors and family members of employees of the Sponsors, including any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of abode of any employee of the Sponsors, the Sponsors' respective advertising agencies, and/or any of their respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising and promotion agencies and agents are not eligible to enter or win.

**3. How to Enter.** There is one (1) method of entry ("Entry") for the Promotion, as follows: For each Entry Period in the Promotion Period, at approximately 9 a.m., the Lottery shall create a post on its Facebook page about the Promotion with a call to action to enter the Promotion. To enter the Promotion on Facebook, entrants must comment on the Facebook post as instructed in the post prior to the conclusion of the Entry Period. Entries for each Entry Period shall be an eligible entry only if posted within the corresponding Entry Period. **LIMIT ONE ENTRY PER PERSON PER ENTRY PERIOD** (entrants can enter once on Facebook each day).

The Lottery reserves the right to disqualify entries that, to a reasonable person: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's or prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which the Lottery wishes to associate (which may be determined by the Lottery, at its sole and absolute discretion); and/or (e) otherwise violate the terms of any of the agreements by which the entrant has agreed to abide as an entrant of the Promotion.

**4. Selection of Winner.** For each Entry Period of the Promotion, a total of four (4) winners shall be randomly selected by the Lottery from all eligible Facebook entries received during each Entry Period. The selections shall be made using the Woobox application, which aggregates all of the comments on a specific Facebook post, and has a tool for randomly selecting winners from those comments. Winners

shall be selected the first business day in which the Lottery is open to the public for business following each Entry Period of the Promotion Period. Winners' names shall be announced on the Lottery's Facebook page, and shall also be posted on [www.masslottery.com](http://www.masslottery.com). Winners shall be notified via Facebook within 48 hours of each winner selection. If any prize notification is undeliverable, or in the event of non-compliance with any of the Promotion rules, the prize shall be forfeited. The Lottery reserves the right to select or not select an alternative winner. It is the sole responsibility of each entrant to notify the Lottery if his or her contact information changes. The Sponsors are not responsible for false, incorrect, changed, incomplete or illegible contact information. Each entrant may win only one prize during the Promotion Period.

**5. Prizes.** The total number of prizes available to be awarded for the Lottery's "Worcester Railers® Week-of-Win" Facebook Promotion shall be twenty (20). Each winner shall receive four (4) tickets to a Worcester Railers® game at DCU Center. Games are scheduled for March 1, March 7, March 15, March 21, and April 4, 2020. Winners selected from the February 10 entry period will win tickets for the March 1 game; winners selected from February 11 entry period will win tickets for the March 7 game; winners selected from the February 12 entry period will win tickets for the March 15 game; winners selected from the February 13 entry period will win tickets for the March 21 game; and winners selected from the February 14 entry period will win tickets for the April 4 game. (\$108 prize retail value). Prizes shall be provided by the Worcester Railers HC®. Prize substitutions by the winners are prohibited. The Lottery shall provide a list of winners to a designated Worcester Railers HC® representative. The Lottery shall provide the contact information for such designated Worcester Railers HC® representative to the winners, and winners shall be required to contact such designated Worcester Railers HC® representative to claim their prizes. All applicable federal, state and local taxes, and expenses, costs or fees associated with the acceptance and/or use of the prize are the sole responsibility of the winner. The Sponsors shall reserve the right to substitute a similar prize of equal or greater value at their sole discretion.

The attendance of the winner and winner's guests at any Worcester Railers® home game is subject to the general ticket rules and regulations established from time to time by the owner of the DCU Center, and by the Worcester Railers HC® ("the ticket rules"). In the event of a violation of the ticket rules, both DCU Center and the Worcester Railers HC® shall have the right to eject the violator from the DCU Center. If any prize winner or prize winner's guest is ejected from DCU Center, he or she shall not have any rights to another prize or compensation.

The Sponsors shall not be responsible for awarding any un-awarded portion of a prize to a prize if the prize winner undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's or prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which the Sponsors wish to associate (which may be determined by the Sponsors, at their sole and absolute discretion); and/or (e) otherwise violate the terms of any of the agreements by which the winner has agreed to abide as an entrant of this Promotion.

**6. Disclaimer.** By entering the Promotion, the entrant assumes all risk and liability for any personal injury or damages caused or claimed to be caused by, arising out of or in connection with his or her participation in the Promotion and/or the acceptance and/or use of any prize, and hereby indemnifies, holds harmless and releases the Sponsors, their respective constitutional office (as applicable), subsidiaries, affiliates, officers, directors, agents, and employees, and the Lottery from any and all such liability. Neither the Sponsors, the Commonwealth of Massachusetts, the Sponsors' respective constitutional office, subsidiaries, and affiliates, nor the officers, directors, agents and employees of any of the foregoing, or the Lottery and the Worcester Railers HC®, are responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect,



incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Promotion. Participation constitutes permission to the Sponsors (except where prohibited by law) to use winner's name, city, state, likeness and/or voice for purposes of advertising, promotion and publicity, including social media, without additional compensation.

**7. Internet/Facebook.** If, the Promotion is not capable of running as planned, for any reason, including but not limited to, infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity of the Worcester Railers HC® game or Promotion, the Sponsors reserve the right in their sole discretion to disqualify any individual it believes has tampered with the Promotion process, and/or cancel, terminate, modify or suspend the Promotion. The Sponsors, their respective constitutional office (as applicable), and the officers, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries, (ii) are not responsible for any problems or technical malfunction of Facebook, any mobile networks, any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by the Sponsors on account of technical problems, human error or traffic congestion, or any combination thereof, including any injury or damage to the entrant or any other person's mobile phone or device related to or resulting from participation in the Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

**8. Disputes/Choice of Law.** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be brought and are subject to the exclusive jurisdiction of the state or federal court situated in Boston, Massachusetts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Massachusetts law, without reference to Massachusetts' choice of law rules, governs the Promotion and all aspects related thereto.

**9. Winner Announcement; Official Rules.** The names of the Promotion winners will be available after the conclusion of the Lottery's "Worcester Railers® Week-of-Win" Facebook Promotion on February 14, 2020. For a copy of the Official Rules please check the Lottery's website at <http://www.masslottery.com> or send an email to [webmaster@masslottery.com](mailto:webmaster@masslottery.com).

**10. Odds of Winning.** Odds of becoming a winner of the Promotion are dependent on the total number of eligible entries received. There shall be a maximum of twenty (20) winners.

**11. Privacy.** Any personally identifiable information that is submitted by an entrant as part of the Promotion shall be used to administer the Promotion, select the prize winners and fulfill the prizes, and will be treated in accordance with the privacy policy accessible at: <http://www.masslottery.com/privacy.html>.

**13. Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documentation is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are

solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.