

ADMINISTRATIVE BULLETIN
2024 Merry & Bright Holiday Promotion
(Instant Tickets – October 15, 2024 release)

The purpose of this Administrative Bulletin is to outline the rules and regulations for the “2024 Merry & Bright Holiday 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 October 15, 2024.

MASSACHUSETTS STATE LOTTERY COMMISSION

By: *Mark William Bracken*
[Mark William Bracken \(Oct 8, 2024 13:26 EDT\)](#)
MARK WILLIAM BRACKEN
EXECUTIVE DIRECTOR

Date: _____

Massachusetts State Lottery Commission's
"2024 Merry & Bright Holiday Promotion"
2024-10-15
Official Rules

1. GENERAL: By participating in the "2024 Merry & Bright Holiday Promotion" ("the Promotion"), sponsored by the Massachusetts State Lottery Commission ("the Lottery"), located at 150 Mount Vernon Street, Suite 300, Dorchester, MA 02125, the entrant acknowledges and agrees to all of these Official Rules ("the Official Rules"). The Promotion Period begins Tuesday, October 15, 2024, at 5:00 a.m. and ends on Monday, February 3, 2025, at 3:00 p.m. ("the Promotion Period"). All times in the Promotion refer to Eastern Time. There is one Promotion Period. By participating in the Promotion, entrants shall be bound by the Official Rules and the decisions of the Executive Director, whose decisions are binding and final. Failure to comply with the Official Rules will result in disqualification from the Promotion.

The Promotional ID number is: 01017

2. ELIGIBILITY: The Promotion is open only to legal United States residents who are registered with a MA Lottery Player Account ("Player Account"). All members of a Player Account must be 18 years of age or older. Employees of the Lottery and family members of employees of the Lottery, 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 Lottery, and employees of the Lottery's advertising agency, are not eligible to enter or win.

3. HOW TO ENTER:

There is one (1) method of entry ("Entry") for the Promotion in which qualified entrants must follow: Entrants must create a Lottery Player Account on the MA Lottery mobile app or through the Lottery website at www.masslottery.com. For each non-winning ticket launched by the Lottery on October 15, 2024 (MA 459 \$10,000 Merry & Bright, MA 460 \$100,000 Merry & Bright, MA 464 Naughty or Nice Cashword, MA 461 \$1,000,000 Merry & Bright, MA 462 \$2,500,000 Merry & Bright or MA 463 Merry & Bright Blowout) and scanned through the mobile app or manually entered through the website by following the link into the Promotion, the entrant shall earn one (1) entry into the drawing. The initial entry period of the Promotion begins on Tuesday, October 15, 2024, at 5:00 am ET and ends promptly on Monday, February 3, 2025, at 3:00 pm ET. Only valid entries posted through the promotional site during the Promotion Period shall be eligible to win.

By entering the promotion, the entrant agrees to comply with the rules and regulations of the Promotion, 961 CMR 2.00 and the decisions of the Executive Director. The Lottery reserves the right to disqualify any entries which, the Lottery determines in its sole discretion, do not comply with the rules as set forth herein or the terms of any of the Lottery's agreements relating to the Promotion or the applicable tickets, or violate any Lottery law or regulation. If the MSLC, in its sole discretion, determines that an entrant fails or failed to abide by these rules and procedures, and / or used or attempts to use the MA Player Account in a manner other than its intended purposes, the Player Account of the entrant may be suspended or terminated, and no prize shall be awarded to the player. Nothing herein shall preclude the right to gift a ticket as provided in 961 CMR 2.27.

4. PRIZES: Up to three hundred and twenty-three (323) prizes shall be available to be awarded as a result of the Promotion. The Lottery shall select one (1) \$10,000 winner, two (2) \$2,500 winners, seventy (70) \$500 winners and two hundred fifty (250) \$100 winners. There shall be no

substitutions. Transfer of the prize is prohibited. Players will be notified by mail sent within two (2) business days of drawing. Prize checks for \$500 and \$100 prizes awarded will be mailed to the address on the winners' MA Lottery Player Account within two weeks of notification. Player Account members are responsible to keep their Player Account information current. All applicable federal, state and local taxes, and expenses, costs or fees associated with the acceptance and/or use of the prize shall be the sole responsibility of the winner.

5. SELECTION OF WINNERS: Three hundred and seventy-three (373) winners shall be randomly selected by the Lottery from all eligible entries posted during the Promotion Period. The winners and alternates shall be selected using a computer-generated algorithm to randomly select three hundred and seventy-three (373) identification numbers from all eligible entries. The entry ranked 1 shall be eligible to receive the \$10,000 prize, entries ranked 2 through 3 shall be eligible to receive the \$2,500 prize, entries ranked 4 through 73 shall be eligible to receive the \$500 prize, entries ranked 74 through 323 shall be eligible to receive the \$100 prize; remaining entries in the file ranked 324 through 373 shall be alternates, and if necessary, chosen in sequential order. Winners shall be selected within three (3) business days following the end of the Promotion Period. Winners' names shall be announced on the Lottery's website at www.masslottery.com. \$10,000 and \$2,500 winners shall be notified through mail, sent within two (2) business days of the drawing date that they won a prize. The winners will be required to complete a claim form. Winners of \$500 and \$100 shall be notified via email that they won a prize within two (2) business days of the drawing date. If any prize notification is undeliverable, by any means using the information listed in the respective awardee's player account, after two attempts to reach the selected awardee, or in the event of non-compliance with any of the Promotion rules, the prize shall be forfeited by the winner and the Lottery shall promote an alternate winner. It shall be the sole responsibility of each entrant to keep current their contact information in their MA Lottery Player account or notify the Lottery if his or her contact information changes. The Lottery shall not be responsible for false, incorrect, changed, incomplete or illegible contact information. There is no limit on the number of entries that a player can submit. There is no limit to the number of prizes one person may win.

6. WINNER ANNOUNCEMENT/OFFICIAL RULES: Winners' names shall be announced on the Lottery's website. For the names of the winners, available after the conclusion of the Promotion, send a self-addressed, stamped envelope to: Massachusetts State Lottery, 2024 Merry & Bright Holiday Promotion, 150 Mount Vernon Street, Suite 300, Dorchester, MA 02125. For a copy of the Official Rules, please go to the Lottery's website or send a self-addressed, stamped envelope to: Massachusetts State Lottery, 2024 Merry & Bright Holiday Promotion, 150 Mount Vernon Street, Suite 300, Dorchester, MA 02125. Please indicate that you are requesting a copy of the Official Rules.

7. ODDS OF WINNING: Odds of becoming a winner of the Promotion are dependent on the total number of eligible entries received. There shall be up to three hundred and twenty-three (323) winners.

8. PRIVACY AND PUBLICITY: Personally identifiable information that is submitted by an entrant as part of the Promotion shall be used by the Lottery to administer the Promotion, select the prize winners and fulfill the prizes, and will be treated in accordance with the Lottery's privacy policy, accessible at: <http://www.masslottery.com/privacy.html>. Except where prohibited, participation in the Promotion constitutes the winner's express permission and consent to use his/her name, likeness, voice, image, opinions, biographical information, city and state of residence for advertising, publicity or promotional purposes in any media on any platform without further payment, consideration or compensation of any kind.

9. SPONSOR: The Massachusetts State Lottery Commission, 150 Mount Vernon Street, Dorchester, MA 02125.

10. GENERAL CONDITIONS: 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 Lottery which corrupt or affect the administration, security, fairness, integrity of the game or Promotion, the Lottery may cancel, terminate, modify, or suspend the Promotion. The Commonwealth of Massachusetts, the Treasurer and Receiver General, the Lottery, its Commissioners, 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 failure, theft or destruction or unauthorized access to, or alternation of, entries, (ii) are not responsible for any problems or technical malfunction of 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 Lottery 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.

11. 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 Lottery, its respective constitutional office, subsidiaries, affiliates, officers, directors, agents, and employees from any and all such liability. The Commonwealth of Massachusetts, the Treasurer and Receiver General, the Lottery, its Commissioners, directors, agents and employees of any of the foregoing are not 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 the Promotion. By participating in the Promotion, the prize winner grants permission to the Lottery to use the winner's name, city, state, likeness and/or voice, biographical information, and Promotion photo submissions for purposes of advertising, promotion, and publicity, including social media, without compensation of any kind.

12. 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 the Promotion or any prize awarded shall be brought and are subject to the exclusive jurisdiction of the state court situated in the Commonwealth of 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.

13. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or any required documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or any 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. 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 the Lottery's sole and absolute discretion.

2024 Merry Bright Holiday Promotion-Admin-FINAL (002)

Final Audit Report

2024-10-08

Created:	2024-10-08
By:	Tom Aiello (taiello@masslottery.com)
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-  Document created by Tom Aiello (taiello@masslottery.com)
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-  Signer mbracken@masslottery.com entered name at signing as Mark William Bracken
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-  Document e-signed by Mark William Bracken (mbracken@masslottery.com)
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