



**Promotion Administrator (AKA: “Sponsor”):** Finger Lakes Gaming & Racetrack / Finger Lakes Racing Association (“FLGR”): P.O. Box 25250, Farmington, NY 14425. Finger Lakes Gaming & Racetrack is responsible for overseeing the awarding of all offers, gifts, or prizes pertaining to this promotion and whose decisions will be considered final in regard to all matters related to this promotion. For first name and city of residence of winners (if applicable), send Self Addressed Stamped Envelope within 30 days of promotion to: Contest Winner Confirmation, P.O. Box 25250, Farmington, NY 14425. Please specify promotion name and date.

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**MILLION DOLLAR PRIZE VAULT – JULY / AUGUST 2024**  
**Official Rules**

1. **Eligibility:** Valid photo ID required. This promotion is open to all members of the Sponsor’s Lucky North Club, who are 18 years old or older, and abide by the rules and regulations of the Lucky North Club. Employees of Sponsor; its subsidiaries and affiliates; people key licensed or employed by the New York State Gaming Commission; vendors directly associated with this promotion, their subsidiaries, affiliates and agencies; and any immediate family members residing in the same household of any of the foregoing individuals are ineligible to participate in the program. Any licensee, registrant, contractor, subcontractor, consultant, officer, or employee of a contractor, subcontractor, licensee, registrant or consultant, that is directly involved in the operation or observation of NY State video gaming or NY State video gaming promotions, or the processing of NY State video gaming prize claims or payments is ineligible to participate in the promotion. All federal, state and local rules and regulations apply. Void where prohibited or restricted by law.
2. **Limit of Entry:** By participating in this promotion, participants agree to abide by all terms of these Official Rules. Sponsor, their respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents are not responsible for any late, lost, incorrect, misdirected, or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online system, computer equipment, servers, providers, software or satellite transmission, including any injury or damage to participant or any other person relating to or resulting from participation in this promotion. Furthermore, neither Sponsor nor any of the aforementioned are responsible for theft, tampering, destruction, or unauthorized access to, or alteration of applications; data processing that is processed late, incorrectly or is incomplete or lost due to computer or electronic malfunction; printing or other errors; or any combination thereof. False and/or deceptive entries or acts shall render participants ineligible. Promotional materials that have been tampered with or altered are void.
3. **Promotional Period:**  
  
Monday, July 1, 2024 – Saturday, August 24, 2024.  
  
Daily kiosk hours: Sundays, Mondays, and Tuesdays 8am to 10pm; Wednesdays, Thursdays, Fridays, and Saturdays 8am to midnight.
4. **Method of Entry:**  
  
Beginning July 1, 2024 through August 24, 2024, Lucky North Club members who earn a minimum of 15 base points in video gaming machine play during the promotional times

listed above may swipe their Lucky North Club card once daily at the Million Dollar Prize Vault Kiosk. Upon swiping their card, the participant is instructed to enter an eight-digit number of their choosing in an attempt to correctly guess the predetermined code. To win the Top Prize (as specified in Section 5 below), participant must match the predetermined eight-digit code in exact order. Some restrictions apply. Cash prize of one million dollars is payable only in the form of a 40-year annuity as described in these Official Rules, including Section 8. Other participants may receive instant prizes, as set forth in Section 7 below.

In addition, FLGR may release one digit of the code on designated dates during the promotional period, to serve as a hint (as approved and provided by the vendor sponsor), which would be published via property signage, FLGR website, FLGR promotional email, and select FLGR social media channels. Although FLGR may release digits as hints, FLGR will not reveal where in the code number sequence that digit falls. FLGR will not have access to the winning code until permission is granted by the vendor (Odds on Promotions) once one of the following conditions are met:

- a. a winner has successfully guessed and entered the winning code
- b. the promotion having reached its conclusion

#### 5. Offer / Prizes:

**Top Prize:** One (1) one million dollar prize paid as a 40-year annuity. Prize is subject to verification and approval by a third party prize provider.

**Instant prizes:** Instant prizes are randomly awarded by the kiosk.

**Digit Reveals:** Over the course of this promotion, Finger Lakes will receive notifications from vendor (Odds On Promotions) of single digits that are guaranteed to be part of the winning code. These digits will be released to the public at the discretion of Finger Lakes Gaming & Racetrack on or around the following dates:

- July 5, 2024: One digit will be revealed
- July 26, 2024: A second digit will be revealed
- August 9, 2024: A third digit will be revealed

Any changes pertaining to the above shall be effective upon announcement.

#### 6. Odds:

The Top Prize (paid as a 40-year annuity) is not guaranteed to be won during the length of this promotion. Winning odds are as follows:

- 8-digit number guess odds: 100,000,000 to 1
- 8-digit number guess with one (1) digit revealed (digit only, not position): 80,000,000 to 1
- 8-digit number guess with two (2) digits revealed (digits only, not position): 28,000,000 to 1
- 8-digit number guess with three (3) digits revealed (digits only, not position): 5,600,000 to 1

7. **Instant Prizes:** A total of 100,000 swipes are available for the contest period. Instant prizes are not guaranteed and are awarded randomly, as follows, with maximum number of winners based on 100,000 total swipes:
- \$5 in Free Play – 20,000 winners
  - \$10 in Free Play – 7,500 winners
  - \$15 in Free Play – 2,500 winners
  - \$20 in Free Play – 2,000 winners
  - \$25 in Free Play – 500 winners
  - \$30 in Free Play – 500 winners
  - \$50 in Free Play – 50 winners
  - \$100 in Free Play – 49 winners
  - \$2 NYL Scratch-Off Ticket – 5,000 winners
  - \$5 off Food at Select Food Outlets --4,000 winners
  - \$10 off Food at Select Food Outlets – 2,500 winners
  - \$20 off Food at Select Food Outlets – 500 winners
  - (1) Bonus Swipe – 4,900 winners

All Instant Prizes are for redemption on-site at Finger Lakes Gaming & Racetrack.

8. **Restrictions:**

The One Million Dollar cash prize (40-year annuity) is insured by a third party and is not guaranteed to be won during the span of the promotion. There are a total of 100,000 swipes programmed into the kiosk. In the event 100,000 swipes are utilized prior to the scheduled promotion end date, additional swipes may be made available in increments of 10% (10,000 swipes) using the same prize percentage breakout. Otherwise, swipes are available while supplies last. The Top Prize would also be available to win in any additional number of swipes made available at the same odds as stated prior.

Should the Top Prize be won during the promotion, Finger Lakes may, at its discretion, opt to insure a brand new mission code for an additional large cash prize amount ("Second Top Prize"). Should the initial code be solved, no further guesses for that code will be accepted for the purpose of winning the Top Prize. Furthermore, should a second insured prize be offered and a new mystery code be created, all prior code guesses and/or number reveals will be considered null and void. Due to the time needed to insure a second One Million Dollar (Second Top Prize) mystery code, there may be a period following the initial code match, where only the instant prizes would be available to be won, until such time when a new mystery code can be insured and programmed by vendor. Finger Lakes Gaming & Racetrack reserves the right not to insure a secondary code, at their discretion. The winner of the Top Prize may not win the Second Top Prize.

Annuity Payout: Hole In One International/Odds On Promotions reserves the right to fund the prize annuity in one or more of the following ways:

- a. Yearly installments made payable to the promotion Winner equal to the Prize Value divided by the length of the annuity contracted for (i.e. \$1,000,000 prize / 40-year annuity = \$25,000 per year installments for 40 years). Installments shall commence at the conclusion of the claim investigation and will be made the same date each year.
- b. Purchase a single premium deferred annuity, from an A.M. Best rated "B" or better Legal Reserve Life Insurance Company, with annual installments equal to the Prize Value divided by the length of the annuity contracted for. The selection of said

company will be at the sole discretion of Hole In One International/Odds On Promotions.

- c. Purchase any other investment grade funding vehicle or financial instrument, which shall be sufficient to meet the obligations described herein. The selection of said instruments will be at the sole discretion of Hole In One International/Odds On Promotions.

Promotion winner shall not sell, transfer, encumber, assign, or otherwise dispose of all or any portion of the prize annuity without the written consent of Hole In One International/Odds On Promotions in its sole and absolute discretion. Notwithstanding the foregoing, the Promotion winner's rights to payment shall be transferable to his or her heirs upon death. Hole In One International/Odds On Promotions' payment obligations with respect to the prize annuity exist only as to the Promotion winner and his or her heirs upon death and not to any other third party.

Bonus Swipe: Winners will be limited to two Bonus Swipes per day.

General Restrictions and/or Permissions: A valid photo ID must also be presented to a Lucky North Club Associate to receive any prize. In the event that a designated winner of an offer, gift, or prize is on premises, but does not have proper identification to claim a prize, Sponsor reserves the right, at its discretion, to allow the winner a maximum of up to 24 hours (from the time claim is made) to leave the premises to obtain proper identification with which to claim the prize, provided a live "still shot" photo of the prize winner is secured and verified by the Sponsor's Surveillance Department prior to the prize winner's leaving the premises. Upon return to Sponsor's Venue, the identification photo of the designated recipient must first be verified against the "still shot" photo before the offer, gift or prize can be awarded. Should the prospective winner be unable to return to Sponsor's Venue with proper identification within 24 hours, the offer, gift or prize, shall be forfeited, unless management approves an extension of time due to extenuating circumstances. Winners are responsible for all income and sales taxes. Sponsor reserves the right to correct typographical errors in mailers, print advertising, email, website and signage. All winners may be subject to verification prior to receiving any prize awards. Sponsor reserves the right to delay drawings due to unforeseeable issues.

9. **Limitations of Liability:** Finger Lakes Gaming & Racing and Odds On Promotions are not responsible for any Top Prize reimbursement resulting from: (1) incorrect or inaccurate information, whether caused by client or contestants, printing errors, or by any of the equipment or programming associated with or utilized in the "Million Dollar Prize Vault" Kiosk promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in game or network hardware, or software; (3) unauthorized human intervention in any part of the "Million Dollar Prize Vault" Kiosk promotion; (4) technical or human error which may occur in the configuration or administration of the "Million Dollar Prize Vault" Kiosk promotion; or (5) 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 "Million Dollar Prize Vault" Kiosk promotion. If for any reason a contestant's play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, contestant's sole remedy is another entry in the "Million Dollar Prize Vault" Kiosk promotion, if it is possible. No more than the maximum aggregate Top Prize limit stated in these Official Rules will be reimbursed to Sponsor by Odds On Promotions. In the event that erroneous production, configuration, seeding, programming, or any other reason causes more than the maximum aggregate Top Prize limit to be available and/or claimed, Sponsor will split the reimbursed amount equally amongst all legitimate, eligible Top Prize claims.

#### **10. Acceptance:**

Valid identification must be presented prior to receiving any offer, gift, or prize related to this promotion. Winners of prizes are subject to all restrictions, expiration dates and liabilities appearing in these Official Rules as well as the official promotional vendor contract. Winners may be subject to verification to ensure compliance with these Official Rules prior to receiving any prize related to this promotion. Any violation of these Official Rules may result in prize being withdrawn or void. Winners may be required to complete, execute and return an Affidavit of Eligibility/ Release of Liability, a Publicity Release, and a completed IRS W-9 form prior to receipt of a prize. Failure to return all required documents may result in the winner being disqualified and an alternate winner being selected. No substitution for any offer, gift, or prize relating to this promotion will be permitted unless otherwise stated in these Official Rules. If necessary due to unavailability, an item of equal or greater value may be awarded at the discretion of the Sponsor. Any offers, gifts, or prizes relating to this promotion are non-transferable, assignable or redeemable for cash, unless otherwise stated. Participation in this promotion and acceptance of any offers, gifts, or prizes pertaining to this promotion constitutes permission for Sponsor to use the participant's name, photograph, likeness, statements, biographical information, voice and residence address (city and state), in all forms of media, in perpetuity, without notice or compensation, unless required by applicable law.

#### **11. Terms and Conditions:**

- All Top Prize winning claims are subject to verification by Odds On Promotions whose decisions are final and binding.
- A contestant is not a winner of a Top Prize or any prize even if the visual display or prize receipt should so indicate, unless the odds established by the intended parameters of the promotion are beaten, as solely determined by the preselected winning number(s) contained within the sealed security envelope and memory logs of the promotion software, and the winning play did not occur as a result of any other scenario including but not limited human error, software error or machine malfunction.
- Current or former employees, family members, agents, successors, or assignees of Sponsor or any promotional agency involved with this promotion shall be ineligible to participate and/or claim any prize covered within.
- Names and likenesses of promotion winner(s) may be used by Sponsor and Odds On Promotions for promotional purposes without further compensation unless required by applicable law.
- This promotion does not apply to any pari-mutuel wagering activity tracked through use of a Lucky North Club card or otherwise.
- Participants also agree to release, discharge, indemnify and hold harmless Sponsor, Odds On Promotions, all other vendors associated with this promotion, and the respective directors, officers and employees of these entities, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, or participation in this promotion.
- Sponsor reserves the right to make changes in the Official Rules of this promotion, facilitate any aspect of the promotion manually (including selection of winners), or cancel all or any part of this promotion and not award any offer, gift, or prize for any

reason at any time without prior notice. Sponsor reserves the right to delay promotion engagement (including drawings) due to unforeseeable issues, until such time as the promotion may proceed.

- Promotion does not apply to any racing wagering activity tracked through use of a Lucky North Club card or otherwise. Any person attempting to defraud or in any way tamper with the promotion mechanics and/or implementation will be declared ineligible and may be prosecuted to the full extent of the law.
- By participating, guests agree to be bound by these Official Rules and the decisions of the Promotion Administrator and waive any right to claim ambiguity in the promotion or these Official Rules. This promotion is subject to all applicable federal, state and local laws.
- Sponsor may prohibit a participant from participating in the promotion or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the promotion by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other participants, Sponsor, or other parties involved the promotion, including Sponsor's employees and vendor. If for any reason this promotion is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion.
- Promotion does not apply to any racing wagering activity tracked through use of a Lucky North Club card or otherwise. Any person attempting to defraud or in any way tamper with the promotion mechanics and/or implementation will be declared ineligible and may be prosecuted to the full extent of the law.
- By participating, participants agree to be bound by these Official Rules and the decisions of the Sponsor and Odds On Promotions and waive any right to claim ambiguity in the promotion or these Official Rules. This promotion is subject to all applicable federal, state and local laws.
- Any disputes regarding this promotion shall be subject to New York law.

12. **Copyright:** Sponsor claims a copyright in this promotion and all accompanying materials. No portion of this promotion or the accompanying materials may be duplicated, manipulated or redistributed in any form. Violators of this copyright are subject to prosecution.
13. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**