



## TERMS & CONDITIONS

Employees and their immediate families living in the same household of American Dream, the New Jersey Lottery and Northstar New Jersey Lottery Group, LLC, and their respective parent companies, affiliates, related entities, subsidiaries, and vendors are not eligible to participate in the New Jersey Lottery Rock Paper Scissors Throwdown.

Please note: only one (1) registration per person or household will be accepted.

Participants are responsible for paying all applicable taxes on prize money and/or other prizes won as a result of participation in this Event.

**Image Authorization:** As a condition of my entrance into, my participation in, and/or my registration to participate in the inaugural New Jersey Lottery Rock Paper Scissors Throwdown (“Event”), I hereby grant to the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, Promo One of NJ, Inc., and American Dream, and its/their respective agents, representatives and designees, the right to record me using recording devices of any kind, including but not limited to film, photography, video, live stream, audiovisual technology and all other mediums, media, or technology now available or hereafter developed. I hereby grant to the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, Promo One of NJ, Inc., and American Dream, and its/their respective agents, representatives and designees, the right to use, exploit, edit, alter, copy, exhibit, distribute, broadcast, publish, reproduce, or otherwise globally disseminate (collectively “Use”), throughout the world in perpetuity, such recording(s) of me, my image, voice, likeness, name, biographical information, town and state of residence, and/or prize (if any) (collectively “Image”), in all media and materials, whether now known or hereafter developed, including without limitation, the Internet, social media platforms, television, cable, radio, print, publications, books, audiovisual, and/or multimedia, without payment of royalty(ies), fee(s), credit(s) or any other compensation to me, and without any inspection or approval of Use by me, for purposes of publicizing, advertising, and/or promoting the New Jersey Lottery or for any other lawful purpose. This grant to the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, Promo One of NJ, Inc., and American Dream, and its/their respective agents, representatives and designees, includes the right to Use my Image alone or together with other information. I hereby hold harmless and forever release, discharge, and indemnify the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, Promo One of NJ, Inc., and American Dream, and its/their respective agents, owners, operators, officers, directors, commissioners, elected officials, members, shareholders, contractors, subcontractors, employees, partners, and designees, and each of their respective parent companies, affiliated

companies, subsidiaries, licensees, and any and all other companies associated with the New Jersey Lottery, Northstar New Jersey Lottery Group, LLC, Promo One of NJ, Inc., and American Dream (collectively "Released Parties"), from any and all liability, injury, damage, death, litigation, claim, cause of action, loss or demand (collectively "Claims"), known or unknown, which I, my heirs, agents, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this Image Authorization, including without limitation, all Claims for invasion of privacy and/or other legal theory, violation of right of publicity, defamation, libel, slander, false endorsement, and/or any other Claims regarding personal and/or property rights.

**Waiver and Release of Liability:** As a condition of my entrance into, my participation in, and/or my registration to participate in the Event, I hereby agree to forever waive, discharge, indemnify, and release the Released Parties from any and all Claims that may occur, directly or indirectly, whether known or unknown, and whether caused by negligence or not, arising out of or associated with my registration for the Event; my participation in the Event; my entry into the Event; my acceptance, possession, use, and/or misuse of any prize awarded in connection with the Event (if any); any defect with the Event, and/or any error in the administration, officiating, or operation of the Event.

Promo One of NJ, Inc. and/or its designees reserves the right to disqualify any individual without notice for conduct that Promo One of NJ, Inc. and/or its designees determine(s), in its/their sole discretion, is among other things: (a) obscene, offensive or otherwise inappropriate; (b) a violation of any law, regulation, or rule, including with limitation the Official Rules for the Event; and/or (c) unfair, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity. All decisions with regard to the Event, including without limitation the Official Rules for the Event, made by Promo One of NJ, Inc. or its designee(s), shall be final.

I certify that I am at least eighteen (18) years of age as of the date I am agreeing to these Terms & Conditions, including the Image Authorization and Waiver and Release of Liability, and I am competent to contract in my own name. I agree and acknowledge that my agreement to this Image Authorization and Waiver and Release of Liability is based on good and valuable consideration.