

**LUCKE-ZONE™**  
**TERMS AND CONDITIONS**

**BY USING THIS WEB SITE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE NORTH CAROLINA EDUCATION LOTTERY (NCEL) LUCKE-ZONE™.**

Terms

The NCEL *Lucke-Zone™* offers various information, activities, promotions and services related to the NCEL. *Lucke-Zone™* and any activities associated with *Lucke-Zone™*, are void where prohibited by law. Participation is open to persons who are at least eighteen (18) years of age or older. Employees of the NCEL and NCEL vendors are prohibited from participating in any *Lucke-Zone™* promotion.

Participants in *Lucke-Zone™* are subject at all times to these Terms and Conditions (“Terms and Conditions”), the Privacy Policy, NCEL Rules, Regulations, Policies, Directives and Procedures, and the North Carolina Lottery Act. Your participation in *Lucke-Zone™* is conditioned upon your acceptance, without modifications, of these Terms and Conditions and your certification that you meet the eligibility requirements set forth in these Terms and Conditions.

In order to participate, you must register with the *Lucke-Zone™* website and expressly accept these Terms and Conditions. The NCEL may update or revise these Terms and Conditions at any time without notice. Any modifications posted on the *Lucke-Zone™* website will be effective immediately. You are responsible for reviewing the Terms and Conditions periodically for any such modifications. Your continued participation in *Lucke-Zone™* means that you accept all such updates or revisions. If you do not agree to the Terms and Conditions, your only remedy is to cease participating in *Lucke-Zone™* and to cancel any account or service for which you have registered.

The NCEL reserves the right to suspend or discontinue the eligibility of any person who uses or is suspected of using, *Lucke-Zone™* in a manner inconsistent with these Terms and Conditions or any Federal or State laws, statutes or ordinances. In addition to suspension or discontinuance of participation in *Lucke-Zone™*, the NCEL has the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

The Terms and Conditions, and any posted rules or instructions regarding a particular game, activity and/or promotion, constitute the entire agreement between you and the NCEL, regarding your rights and obligations in your participation in *Lucke-Zone™*. If there is any conflict between the Terms and Conditions and any other rules or instructions posted on the *Lucke-Zone™* website, the NCEL shall resolve the conflict at its sole discretion. If you have any questions about the Terms and Conditions, please contact us by sending an email via the CONTACT & SUPPORT form.

When you complete the Account Registration process, you create a *Lucke-Zone™* Account and become a Member of *Lucke-Zone™*. Your registered account allows you to participate in certain services and activities provided through *Lucke-Zone™*. To create an Account, you must

complete the required registration fields and submit a legitimate, working email address that is registered in your name and a password.

You may have no more than one single active account. The NCEL reserves the right, without warning, to terminate membership(s) of any individual who purposely establishes more than one single active account.

You are solely responsible for all activity on your account and for the security of your computer system.

*Lucke-Zone*<sup>™</sup> is provided to individuals only. All questions or dispute regarding eligibility for any *Lucke-Zone*<sup>™</sup> activities and/or promotions, or your compliance with these Terms and Conditions will be resolved by the NCEL in its sole discretion.

By participating in *Lucke-Zone*<sup>™</sup>, you acknowledge and accept that that the NCEL may send you emails that include information that the NCEL believes you may be interested in as a *Lucke-Zone*<sup>™</sup> member. To discontinue receiving such email, you must opt out by cancelling your *Lucke-Zone*<sup>™</sup> membership; however, you will no longer have access to that area of the NCEL website.

You are responsible for the payment of any and all applicable taxes which may result from your participation in any *Lucke-Zone*<sup>™</sup> activities and/or promotions.

The NCEL is not responsible for information that you choose to communicate to other users on the *Lucke-Zone*<sup>™</sup> website, or for the actions of other participants. Once you post or send any content to the *Lucke-Zone*<sup>™</sup> website, you expressly grant the NCEL the complete and irrevocable right to quote, re-post, use, reproduce, modify, distribute, transmit, broadcast, and otherwise communicate, and public display and perform the content in any form, anywhere, with or without attribution to your identity, and without any notice or compensation to you of any kind. **Please note that all of the information collected on this website may be public record and may be subject to inspection and copying by members of the public, unless an exemption or other protection in the law exists.**

Some of the content available on the *Lucke-Zone*<sup>™</sup> website is owned by the NCEL or other third parties, and is protected by copyrights, trademarks, and other intellectual property rights.

The *Lucke-Zone*<sup>™</sup> website may include hyperlinks to web sites operated by parties other than the NCEL. Those sites may collect data or solicit personal information from you. The NCEL does not control such web sites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those sites may collect.

YOU EXPRESSLY AGREE THAT THE USE OF THE *LUCKE-ZONE*<sup>™</sup> WEBSITE AND THE INTERNET IS AT YOUR OWN RISK. THE *LUCKE-ZONE*<sup>™</sup> WEBSITE AND THE NCEL'S PRODUCTS AND SERVICES, THIRD-PARTY PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE NCEL PROVIDES THE *LUCKE-ZONE*<sup>™</sup> WEBSITE AT NO CHARGE TO MEMBERS AND DOES NOT

GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT THE NCEL WILL HAVE ADEQUATE CAPACITY FOR THE WEBSITE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHICAL AREA.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE NCEL IS TO STOP USING THE *LUCKE-ZONE*<sup>TM</sup> WEBSITE AND/OR PARTICIPATING IN *LUCKE-ZONE*<sup>TM</sup>, AND TO CANCEL YOUR ACCOUNT.

YOU ACKNOWLEDGE AND AGREE THAT THE NCEL IS NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY IT OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE *LUCKE-ZONE*<sup>TM</sup> WEBSITE. IN NO CASE SHALL THE NCEL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE *LUCKE-ZONE*<sup>TM</sup> WEBSITE AND/OR PARTICIPATION IN *LUCKE-ZONE*<sup>TM</sup>, THE USE OF THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE MEMBERSHIP WITH *LUCKE-ZONE*<sup>TM</sup>. THE NCEL DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THE WEBSITE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THE THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

You agree to defend, indemnify and hold harmless the NCEL, the State of North Carolina, their Executive Directors, Commissioners, officers, employees, vendors and agents from all liabilities, claims and expenses, including attorneys' fees, that arise from a breach of these Terms and Conditions for which you are responsible or in connection with your transmission of any content on the *Lucke-Zone*<sup>TM</sup> website. The NCEL reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

The laws of the State of North Carolina govern these Terms and Conditions and your membership in *Lucke-Zone*<sup>TM</sup>.