



TERMS AND CONDITIONS FOR ONLINE GAME PURCHASES

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**NOTHING CONTAINED IN THESE GUIDELINES IS INTENDED TO
CREATE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED,
OR TO ALTER THE AT-WILL NATURE OF EMPLOYMENT.**

TERMS AND CONDITIONS FOR ONLINE GAME PURCHASES

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TERMS AND CONDITIONS FOR ONLINE GAME PURCHASES

Purpose

To provide terms and conditions for players to purchase New Mexico Lottery games through electronic points-of-sale, including personal computers, mobile devices, gas terminals for play-at-the-pump, and/or other similar devices or terminals used to sell lottery products.

General Use and Applicability

These terms and conditions are applicable to New Mexico Lottery staff, contractors, vendors and players.

Definitions

“New Mexico Lottery Act”, “Lottery Act”, or “the Act” means the New Mexico Lottery Act, N.M.S.A., 1978, Sections 6-24-1 through 6-24-34, as the same may be amended from time to time.

“New Mexico Lottery Authority”, “New Mexico Lottery”, “NMLA”, “Lottery”, or “Authority” means the New Mexico Lottery Authority, a public body, politic and corporate, separate and apart from the State of New Mexico, constituting a governmental instrumentality, established and operated pursuant to the New Mexico Lottery Act.

Policy

1) Definitions

As used herein,

- (A) “website” refers to nmlottery.com and any mobile version of or mobile application used to access nmlottery.com and “online” refers to use of the internet or any other means to access this website;
- (B) “service(s)” refers to all lottery ticket games provided for sale pursuant to this policy, including all functions, and features described herein;
- (C) “play-at-the pump” refers to lottery games purchased through fueling pump terminals; and
- (D) “registered play” refers to a ticket whose registered play data, meaning ticket numbers and accompanying technical information has been recorded in the lottery’s central gaming system prior to the draw.

2) Acceptance of Terms

These Terms and Conditions are between The New Mexico Lottery Authority (“The Lottery”) and you, an individual. By applying for and using a lottery account and/or any of the services described herein, you accept and agree to be legally bound by all of these Terms and Conditions.

Retailers providing “play-at-the-pump” purchase options must give reasonable notice of all purchase requirements and user agreements, including all fees to be charged so that the purchaser may have an opportunity to cancel the transaction prior to making the purchase.

3) Terms Subject to Change

The Lottery may modify or amend these Terms and Conditions at any time, with or without notice to you, by posting a copy of the modified or amended Terms at www.nmlottery.com. You agree to the modified or amended Terms and Conditions if you continue using the services described herein following the date the modified or amended Terms and Conditions are posted.

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4) Additional Terms

Additional terms and conditions may apply to your use of an account and this service, including, but not limited to, the Terms of Use for this website. It is your responsibility to review any other applicable terms, conditions, and NMLA policies, including the NMLA Privacy Policy.

5) Violation of Terms

The Lottery may take any lawful action the Lottery deems appropriate in response to an actual or suspected violation of these Terms. This includes, but is not limited to: suspending or terminating your account; blocking access to this website or service; withholding your withdrawal of any funds pending completion of an investigation; invalidating a purchase; refusing to award a prize or reclaiming a prize that has been awarded; reporting and providing information about your actions to any third party, including law enforcement; cooperating in any investigation; and initiating or participating in any civil or criminal action. By violating these terms, you waive and forfeit your claim to any prize or portion of a prize.

1. GENERAL REQUIREMENTS

1.1. Use of Services

To purchase a New Mexico lottery ticket through any of these services, you must: be at least 18 years of age; have an account if necessary; have sufficient funds in your account or debit card to make the purchase; be physically located within New Mexico at the time of purchase; and be in compliance with these terms, state law and federal law, and all New Mexico Lottery policies, procedures, rules, and regulations. You agree not to use these services in any way that:

- violates any state or federal law, regulation, or court order;
- misrepresents your identity or personal information;
- circumvents any method the Lottery uses to verify information about your age, identity, or location;
- attempts to purchase a lottery ticket while you are not physically located within New Mexico;
- impersonates another person, business, entity, or IP address;
- allows any third party to use your account;
- attempts to reverse, deny, charge-back, or otherwise block our receipt of any funds you have deposited into your account;
- transfers any funds derived from an unlawful or fraudulent activity into your account;
- accesses, collects, or stores personal information of another person;
- accesses or circumvents any the Lottery security measures;
- gains or attempts to gain unauthorized access to this website or any of the Lottery computers, networks, servers, data, code, or other equipment or information of any kind;
- damages or overburdens this website or any of our computers, network, servers, data, code, or other equipment or information of any kind;
- modifies or interferes with the use or operation of this website or services;
- alters, damages, deletes, or otherwise affects any software or code used for these services;
- introduces a computer virus or other disruptive, damaging, or harmful files or programs;
- violates the Lottery's proprietary or intellectual property rights in any way;

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- violates these terms or any other applicable terms and conditions; or
- violates any rule, regulation, or directive of the New Mexico Lottery.

If the Lottery suspects that you are engaging in any fraudulent, unlawful, or improper use of this service, including, but not limited to, identity theft, fraud, or money laundering, the Lottery may immediately suspend your account, including your ability to withdraw any funds, and report your activities to any third party, including law enforcement. The Lottery is not liable for any damages or losses resulting from our response to suspected unlawful activity.

1.2. Lottery Ticket Sales

All Lottery tickets may only be purchased with cash or check, including electronic checking or debit cards. Tickets may not be purchased with Government Electronic Benefits Transfer cards.

1.2.2 Games Offered

The Chief Executive Officer (CEO) shall approve all games offered for sale pursuant to this policy, and the Lottery does not guarantee that any specific New Mexico Lottery game will be offered. The Lottery may limit purchases of any game, ticket, and/or wager on a particular set of numbers at any time and without notice. The Lottery may terminate a game at any time and without notice. The Lottery is not liable for any damages or losses resulting from any purchase limitations, game terminations or processing errors by retailers or vendors.

1.2.3 Age & Identification Verification

By using any of the services listed, you consent to the use of any age-verification and identity-verification technology or method the Lottery deems appropriate. You may be required to show additional evidence of age and identification, provide copies of documents, or appear in person at a designated claim center. The Lottery does not guarantee that age-verification and identity-verification technology and methods will be able to locate records for every person. Your application for an account will be denied if your age and identity cannot be verified. The Lottery is not liable for any damages or losses resulting from your refusal to purchase lottery games pursuant to age verification requirements.

1.2.4 Play Limits

The NMLA is establishing a rolling weekly play limit of seventy five dollars (\$75) per debit card and for each registered account. Any increase in play limits must be approved by the NMLA Board of Directors.

1.2.5 All Sales Are Final

You are solely responsible for ensuring that you have selected the correct lottery game and all options relating to that game, including, but not limited to, game ticket, number of tickets, price of ticket/s, and numbers played on a ticket or tickets. All sales are final and purchases will not be refunded. The Lottery is not liable for any damages or losses resulting from any error you make in selecting your purchase.

2. GEO-LOCATION

2.1. Location Requirement

You must be physically located within New Mexico to make deposits or purchase lottery tickets. Any deposit, purchase or attempt to purchase a lottery ticket through

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these services while physically located outside of New Mexico is strictly prohibited and may violate state or federal law. If it is determined that you made a deposit or purchased a lottery ticket while located outside of New Mexico, the Lottery reserves the right to deem that deposit or purchase invalid, refuse to award a prize, reclaim a prize that has been awarded, and terminate your account. Any claim to any prize or portion of a prize will be waived and forfeit.

2.2. Geo-Location Technology

The Lottery uses a variety of geo-location technology and methods to verify your location. Any use of software or other methods intended to provide a false location is prohibited and may violate state or federal law. The Lottery does not guarantee that the geo-location technology applied will verify the location of every player physically located within New Mexico. If the geo-location technology is unable to verify that a player is physically located within New Mexico, that player's access will be blocked and the player will be prohibited from making deposits or purchasing any lottery ticket using these services. The Lottery is not liable for any damages or losses resulting from your inability to access or make a purchase using these services.

2.3. Standard Location Check

By registering for and/or using any services, you consent to have your location verified by our standard geo-location check. The standard location check is automatically activated anytime you attempt to log into your account.

2.4. Mobile Location Service

In some cases, your location may need to be verified through your mobile device. The location of your mobile device will only be obtained from your mobile carrier with additional consent from the player. If verification through the mobile device is required, an interactive message will appear when the player logs into his or her account. To consent and opt-in to the mobile-location service, a player selects the "Send Text Now" button on the interactive message. A player may then receive a text message on a mobile device requesting consent to activate the mobile-location service. To agree, text "PLAY." The mobile location service will not be available if the mobile device is roaming or turned off.

Mobile location data will be transmitted by a service provider for the purpose of determining a player's location in relation to use of this website. The mobile location service will remain active until canceled.

2.5. Location Privacy

Your privacy is extremely important to the Lottery. Information relating to your location and/or the location of your mobile device will only be used by the Lottery, Lottery staff, Lottery vendors and Lottery retailers and will not be shared with or sold to any third parties. The Lottery does, however, reserve the right to disclose this information at any time in accordance with any law, regulation, or request from a court or government agency, to avoid liability or protect our rights or property as described in our Privacy Policy (acceptance of which is a condition for use of the Lottery website). Due to New Mexico Lottery prize validation requirements, a record confirming your location may be retained for at least ninety (90) days.

2.6. Carrier Compatibility

Mobile location service is generally available with the following carriers AT&T, T-Mobile, Sprint and Verizon, (US Cellular, Boost, MetroPCS and Virgin Mobile may

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also provide this service). Other network carriers may be added as they become available.

2.7. Limited License and Use

You are granted a limited license to use these services for their intended purpose only and in accordance with these terms. The Lottery may revoke this limited license at any time. Your use of an account or this service does not create any agency, partnership, trust arrangement, fiduciary relationship, joint enterprise, or other relationship between you and the Lottery.

2.8. Intellectual Property

The Lottery and Lottery vendors-/retailers own all intellectual property appearing on any of these services, including, but not limited to, all copyrights, trademarks, service marks, and trade dress. The Lottery owns the rights to all content appearing on its website, which includes, but is not limited to, images, pictures, graphics, photographs, animations, videos, music, audio, text, games, game mechanics, play methods, code, software, format, presentation, and organization. Your use of these services confers no ownership rights or license to use any intellectual property or other content beyond the limited license for use granted in these terms. Unless you have express written consent, you agree not to:

- copy, reproduce, modify, translate, create derivative works from, display, publish, distribute, transmit, or otherwise make this website, its content, services, or any aspect thereof available to or through any third party;
- copy, reproduce, redistribute, publish, reverse engineer, decompile, disassemble, make derivative works from any software, process, application, or source code used in providing this website, its content, this service, or any aspect thereof;
- access or attempt to access source code for this website, its content, or services;
- sell, assign, sublicense, lease, or otherwise exploit this website, its content, services, or any aspect thereof;
- export any software used for this website, its content, services, or any aspect thereof to any other jurisdiction or country by any means; or
- use this website, its content, or services in a manner that would violate any of these terms.

You are liable for any damages, costs, or expenses arising out of or in connection with your commission of any of the above. If you become aware of any third party committing any of the above, you agree to immediately notify the Lottery and to cooperate in any resulting investigation.

2.9. Change in Services

The Lottery reserves the right to add, remove, modify, suspend, or terminate these services or any aspect of these services at any time and without notice. The Lottery is not liable for any damages or losses resulting from any such changes.

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3. REQUIREMENTS FOR A NMLA WEB OR MOBILE ACCOUNT

3.1. Applying for a Lottery Account

To apply for an account, you must provide all information requested on the registration form. This specifically includes, but is not limited to, your full legal name, address, date of birth, and last 4 digits of your social security number. By submitting your application for an account, you represent and warrant that:

- you are applying for an account in your own name;
- you are using your own personal information;
- the information you provide is true, complete, and accurate to the best of your knowledge;
- you will keep your username and password confidential; and
- you are not prohibited from gambling, purchasing lottery tickets, or otherwise using this website or service.

The Lottery may require you to provide additional information, provide copies of documents, or appear in person at a designated claim center. The Lottery may require you to change or update account information at any time, including, but not limited to, your username and password. The Lottery does not guarantee that an application will be approved or that an account will be registered in any specific period of time.

3.2. Funding Your Account

You may deposit funds into your account using any method that the Lottery has approved. By initiating a deposit, you represent and warrant that you:

- have authority to use the payment source and method you select;
- are not depositing funds derived from any fraudulent or unlawful source;
- will not attempt to reverse, charge-back, block, cancel, or in any way attempt to prevent the Lottery from receiving the deposit;
- consent to the Lottery sharing your personal information with any third parties that the Lottery uses to process your requested deposit; and
- consent to the Lottery performing any background check or investigation the Lottery deems necessary to ensure that your payment source and method are authorized.

The Lottery is not required to examine your authority to use a payment source or method and is entitled to assume you have authority. The Lottery may require you to provide additional information, provide copies of documents, or appear in person at a designated claim center. The Lottery does not guarantee that a deposit will be processed and made available in any specific period of time. The Lottery does not guarantee that a deposit will be free from error. The Lottery reserves the right to deny any deposit at any time and without notice. The Lottery is not liable for any damages or losses resulting from any delay, denial, or error in processing a deposit.

3.3. Purchasing Tickets

Initiating any purchase through this website or your mobile device constitutes your consent to deduct the cost of that purchase from your account. Purchases will first

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be deducted from deposited funds in your account. If no deposited funds exist, purchases will be deducted from prizes in your account. The Lottery does not guarantee the timeliness of any purchase and reserves the right to refuse any attempted purchase for any reason. The Lottery is not liable for any damages or losses resulting from any delay in or denial of processing a purchase.

3.4. New Mexico Lottery VIP Club Membership

Your account includes membership in the New Mexico Lottery VIP Club (VIP Club). By applying for and using an account or this service, you agree to be bound by the VIP Club Terms and Conditions, which are incorporated by reference as if fully stated herein. The VIP Club Terms and Conditions are posted and may be reviewed at <http://www.nmlottery.com>. If you are an existing VIP Club member, you may apply to purchase tickets online. If you do not update your VIP Club account, you will remain subject to the VIP Club Terms and Conditions and will be unable to use certain functions of this service, including the ability to purchase tickets through the NMLA website or through your mobile device.

3.5. Application Denials

You understand and agree that an account is a discretionary privilege and that the Lottery reserves the right to reject an application for any reason. The Lottery is under no obligation to explain the reason for delay in processing or denial of an application. The Lottery is not liable for any damages or losses resulting from any delay in processing or denial of your application.

3.6. Transaction History

You understand and agree that the Lottery may record and store any transactions you conduct through these services. A transaction history is also available for you to view through your account. This history is provided as a convenience only. It is not an official record. Information appearing in the transaction history does not constitute and does not establish a transaction, winning ticket, or prize. The Lottery does not guarantee the accuracy of information appearing in your account transaction history. It is your responsibility to notify the Lottery of any errors in your transaction history. The Lottery is not liable for any damages or losses resulting from your reliance on or failure to report errors in your transaction history.

3.7. Balance Errors

In the event that any funds are mistakenly credited to or deducted from your account, the Lottery is entitled to make the appropriate adjustments. You must notify the Lottery immediately if any funds are incorrectly credited to or deducted from your account. If you withdraw any funds incorrectly credited to your account, the Lottery may withhold that amount from any deposit or prize, or seek recovery. If you use any funds incorrectly credited to your account to purchase a lottery ticket, the Lottery may deem the purchase void and refuse to pay any prize or recover any prize already paid.

3.8. No Interest on Funds

You will not receive any interest of any kind on funds deposited or held in your account, including any claimed or unclaimed prizes. It is your responsibility to only deposit what you intend to use and to claim and withdraw prizes in a timely manner.

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3.9. Suspension & Termination

You understand and agree that an account is a discretionary privilege and that the Lottery may suspend or terminate at any time, for any reason, and without notice. In the event of termination, any funds in your account will be returned unless subject to withholding under these terms or any state or federal law. Any unclaimed prizes must be claimed in person at a designated claim center. It is your responsibility to provide accurate account information so that the Lottery may contact you if necessary. The Lottery is not liable for any damages or losses resulting from our inability to contact or locate you.

3.10. Inactive Accounts

If you do not sign-in to your account for twenty-four (24) consecutive months, the Lottery may close your account as inactive and transfer any funds therein, minus any amount owed to the Lottery. It is your responsibility to close your account in a timely manner. The Lottery is not liable for any damages or losses resulting from inactivity fees, closure of your account, or transfer of funds to the Lottery.

3.11. Closing Your Account

You may close your account at any time. The Lottery may require you to provide certain information to verify your identity before closing your account. You are responsible for payment of any outstanding balance owed on your account. The Lottery does not guarantee a specific time by which your account will be closed.

3.12. Prize Withdrawals Only

You may withdraw prizes in your account. You may not withdraw deposits that you have made into your account. It is your sole responsibility to not deposit more than you intend to use.

3.13. Withdrawal Methods

Prizes may be withdrawn by bank transfer, bank draft, or other method the Lottery approves. You may initiate a withdrawal online through your account or by calling 1-800-642-6689. By initiating a withdrawal, you consent to the Lottery: deducting the withdrawal amount from your account; retaining any amount owed to the Lottery under these terms; and sharing your personal information with any third parties the Lottery uses to process your request. The Lottery is not required to use any specific method, bank, or payment processor that you identify. The Lottery does not guarantee that withdrawals will be processed in any specific period of time. The Lottery is not liable for any damages or losses resulting from delay in processing a withdrawal.

3.14. Additional Documentation

Before processing a withdrawal, the Lottery may require you to provide additional information, provide copies of documents, or appear in person at a designated claim center. You may also be required to complete additional claim forms and/or certify documentation detailing your deposits, withdrawals, and other account transactions.

3.15. Investigative Holds

You understand and agree that the Lottery may hold any withdrawal if the Lottery suspects that you may be engaging in or have engaged in fraudulent, collusive, unlawful, or improper activity pending completion of an investigation. You agree to cooperate with the Lottery in any investigation into such activity. You understand and

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agree that your refusal to cooperate with an investigation may lead to a hold being placed on your withdrawal. The Lottery is not liable for any damages or losses resulting from any delay or denial of a withdrawal resulting from an investigation.

3.16. Third-Party Transaction Fees and Penalties

You agree to abide by all applicable terms and conditions required by your financial institution or payment processor. You are solely responsible for any transaction fees or penalties of any kind imposed by any financial institution, payment processor, or other third party associated with processing your transaction. You are required to reimburse the Lottery for any losses the Lottery suffers as a result of any transaction fees or penalties of any kind associated with your transaction. You hereby authorize the Lottery to hold and collect any amount owed to the Lottery as a result of any such fees or penalties from your deposits or winnings. The Lottery reserves the right to pursue any other means to recover such losses.

3.17. No Withdrawal or Transfer of Deposits

Unless required by law, funds you deposit into your account cannot be withdrawn, returned, charged-back, re-credited, or transferred to another account. It is your responsibility to refrain from depositing more than you intend to use. You agree that you will not attempt to deny, reverse, charge-back, re-credit, block or otherwise attempt to invalidate, recover, or deny the Lottery receipt of a deposit. You hereby authorize the Lottery to hold and collect any amount owed to the Lottery as a result of any such fees or penalties from your deposits or winnings. The Lottery reserves the right to pursue any other means to recover such losses.

3.18. Minimum & Maximum Deposits

The Lottery reserves the right to set or change a minimum required and/or maximum allowed deposit amount at any time and without notice. The Lottery is not liable for any damages or losses resulting from setting or changing any minimum or maximum deposit amount.

3.19. Purchasing Tickets

Initiating any purchase through this website or your mobile device constitutes your consent to deduct the cost of that purchase from your account. Purchases will first be deducted from deposited funds in your account. If no deposited funds exist, purchases will be deducted from prizes in your account. The Lottery does not guarantee the timeliness of any purchase and reserves the right to refuse any attempted purchase for any reason. The Lottery is not liable for any damages or losses resulting from any delay in or denial of processing a purchase.

4. PLAY AT THE PUMP FUEL SALES PROGRAM

4.1. “Play-At-The-Pump” (PATP)

PATP fuel sales means the program that allows the sale of “Registered Plays” for certain specified Lottery games to persons age eighteen (18) or over via fuel pump terminals at participating Lottery retail locations. Receipts issued by fuel pump terminals that indicate numbers played are not traditional Lottery tickets, are not bearer instruments, have no cash value, and are not evidence of the right to the chance to win a Prize or Promotional Award in a Lottery game. The debit card used to purchase a Registered Play is the only valid proof of ownership of that Registered Play.

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4.2. Authorization

The Lottery may sell Registered Plays to fuel purchasers at Lottery-approved Fuel Pump Terminals pursuant to this policy.

4.3. Registered Play

- A. Cost: Individual Registered Plays cost the same as traditional, ticketed plays. However, each Fuel Pump Terminal transaction is subject to a convenience fee.
- B. Purchasing Registered Plays: A Player may purchase up to seventy-five dollars (\$75) in a seven day period, per debit card, of Registered Plays at any participating Fuel Pump Terminal by:
 - (1) Swiping a valid debit card at the Fuel Pump Terminal. Lottery purchases made with a valid debit card will require age verification,
 - (2) Selecting a game and the number of plays desired,
 - (3) Players may enter their mobile phone number to receive a text message about their Registered Plays (pump receipt is for informational purposes only), and
 - (4) The Lottery transaction will be completed once fueling begins.
- C. Limitations on Registered Plays
 - (1) Registered Plays are Quick Pick plays only.
 - (2) Registered Plays are available for the next draw only. Advance Play or multi draw is not available.
 - (3) Registered Plays cannot be cancelled or voided.
 - (4) Registered Plays may not be eligible for all Lottery games or promotions.
 - (5) Registered Plays are not eligible for 2nd Chance Draws.
 - (6) Registered Plays may be limited to specified quantities per transaction.

4.4. Validation and Authentication

In addition to all other requirements specified in this policy, the following apply to validating and authenticating winning Registered Plays:

- A. The Registered Play data must have been recorded in the Lottery's central gaming system prior to the Draw;
- B. The transaction must have been completed and the Registered Play legally obtained by a qualified person from an authorized Fuel Pump Terminal, pursuant to applicable Lottery rules and regulations;
- C. Play selections that are associated with the debit card must match the Lottery's official winning selections for that draw;
- D. The name on the Claimant's valid identification must match the name on the debit card; and
- E. The debit card must not be damaged so as to prevent the Lottery from applying the criteria described herein.

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5. RESERVED

6. TICKET DISPUTES – ALL SALES

All tickets, transactions, and claims are subject to New Mexico Lottery policies, procedures, rules, regulations, state and federal law, and any prospective changes thereto. In cases of dispute for any reason, the Lottery may replace the disputed ticket with an unplayed ticket of equal value or refund the retail price. The Lottery's decision to replace or refund a ticket is the purchaser's exclusive remedy against the Lottery.

IN QUESTIONS INVOLVING TICKET VALIDATION AND AUTHENTICATION BY THE LOTTERY'S CENTRAL GAMING SYSTEM, THE LOTTERY'S DETERMINATION IS FINAL.

7. CLAIMING ALL PRIZES PURSUANT TO THIS POLICY

CLAIMS IN GENERAL

Subject to validation and authentication terms, lottery policies, and all applicable state and federal law, prizes won through this service may be claimed as follows:

7.1. Prizes of \$600 or Less

Prizes of \$600 or less are automatically deposited into the account used to procure the winning ticket and prizes of \$100,000 and over must be claimed with a NMLA Claim Form in person at a designated claim center. Before payment of any prize, we may require you to provide additional information, provide copies of documents, or appear in person at a designated claim center. The Lottery may change available methods for claiming a prize at any time and without notice. If the Lottery suspects any unlawful conduct or violation of these terms, the Lottery may withhold payment of a prize pending completion of an investigation. You agree to cooperate with the Lottery in any investigation. **The Lottery does not guarantee payment of a prize within any specific period of time. The Lottery is not liable for any damages or losses resulting from any delay in payment of a prize.**

7.2. Web Based Prizes Or Mobile Prizes

Web based prizes or mobile prizes over \$600 up to and including \$99,999 must be claimed with a NMLA Claim Form and mailed to the Lottery or claimed at a designated claim center; and

7.3. Play at the Pump Prizes

Play at the pump prizes over \$600 must be claimed with a NMLA Claim Form and the debit card used to make the purchase at a designated claim center. Before payment of any prize, we may require you to provide additional information, provide copies of documents, or appear in person at a designated claim center. The Lottery may change available methods for claiming a prize at any time and without notice. If the Lottery suspects any unlawful conduct or violation of these terms, the Lottery may withhold payment of a prize pending completion of an investigation. You agree to cooperate with the Lottery in any investigation. **The Lottery does not guarantee payment of a prize within any specific period of time. The Lottery is not liable for any damages or losses resulting from any delay in payment of a prize.**

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7.4. Backup Withholding

Backup withholding refers to the process by which a person or entity making payments to you must, under certain conditions, withhold and pay a percentage of such payments to the IRS. Your prize will be subject to backup withholding if you do not provide your correct social security number to the Lottery, you do not certify your social security number when required, the IRS notifies the Lottery that you furnished an incorrect social security number, the IRS notifies you that you are subject to backup withholding because you did not report all of your interest and dividends on your tax return, or you do not certify to the Lottery that you are not subject to backup withholding. For more information, please visit the IRS website at www.irs.gov.

7.5. Foreign Account Tax Compliance Act (FATCA)

The FATCA requires US taxpayers to report certain foreign financial accounts and offshore assets. It also requires certain foreign financial institutions to report all US account holders that are specified US persons. To learn if you own foreign financial assets subject to the FATCA or if you qualify for an exemption from the FATCA, please refer to the IRS website at www.irs.gov. Withholding is the cost of not reporting.

7.6. Tax Obligations

A lottery prize is considered income and a taxable event when claimed or received. The Lottery reports all prizes over \$600 to the IRS and New Mexico State Treasury. A Form W-2G is generated for all prizes over \$600 and made available to you through your account. The Lottery is required to withhold state and federal tax from all prizes over \$5,000. These withholdings are estimates only and do not necessarily satisfy the tax liability. It is your responsibility to immediately inform the Lottery if you believe there is an error in reporting or withholding. You are solely responsible for properly reporting and paying your applicable local, state, and federal taxes. The Lottery is not liable for any damages or losses resulting from your failure to properly report or pay any local, state, or federal taxes.

7.7. Taxes and Debt Set Off

Before paying any prize of \$600 or more, The New Mexico Lottery Act requires the Lottery to check for certain debts to or collected by the New Mexico Human Services Department. If any such debts exist, the Lottery is required to offset your prize by the amount of the debt. If you believe that prize money was withheld for a debt that has already been paid, it is your responsibility to contact the agency reporting the debt and seek reimbursement. The Lottery is not liable for any damages or losses resulting from any offset from a prize for payment of a debt.

7.8. Claim Errors

A lottery claim may not be premised on human or electronic error in the communication, display, or transmission of data regardless of how that data is recorded, displayed, or transmitted. A claim may not be premised on any intentional human, electronic, or other form of communication or transmission that was not authorized by the New Mexico Lottery. The Lottery is not liable for any damages or losses resulting from any erroneous or unauthorized communication, display, or transmission of data.

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7.9. Failure to Claim a Prize

A draw game prize must be claimed within ninety (90) days of the drawing date in which the prize was won. If the Lottery is not open for business, the last day to claim a prize will be the first business day after the claiming deadline. It is your responsibility to properly claim your prize within the ninety (90) days. The Lottery is not liable for any damages or losses resulting from your failure to properly claim your prize.

8. OTHER

8.1. Privacy & Security

The Lottery takes your privacy seriously and will diligently endeavor to keep your personal information confidential. The Lottery will only share personal information about you with others if the Lottery has your consent to share the information; need to share your information to perform the transaction you have requested; need to protect our rights or property; or are authorized or required to do so by law. Security measures have been integrated into the design, implementation, and day-to-day operations of this website and services as part of our continuing commitment to the security of electronic content. The Lottery does not, however, guarantee that any communication or information will be secure or free from unauthorized access by third parties. Your use of this website, these services, or your account is at your own risk. The Lottery is not liable for any damages or losses resulting from a security breach except as required by law. A copy of our Privacy Policy is available on this website.

8.2. Communications from Us

The Lottery may use your account information to contact you by email, text message, and/or telephone regarding use of your account and transactions. You may also opt-in to receive promotional material and newsletters from the VIP Club. You may unsubscribe to these services by following the instructions contained in the emails or text messages.

8.3. Disruptions

Access to this website, these services, or your account may be unavailable, delayed, limited, or slowed by various disruptions. The Lottery does not guarantee that this website, these services, or your account will be uninterrupted, free from delay, or continuously available. The Lottery is not liable for any damages or losses resulting from any disruption, delay, or unavailability of this website, these services, or your account.

8.4. Disclaimer of Warranties

This website, these services, and your account are offered on an “as is” basis. The Lottery makes no warranties of any kind, implied or express, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, or non-infringement. Use of the internet carries inherent risks and dangers. The Lottery does not guarantee that this website, these services or your account are free from these inherent dangers, including, but not limited to, viruses, spyware, malware, or other invasive, malicious, or damaging software, code, or applications of any kind. Nor does the Lottery guarantee that use of this website, these services, or your account will not cause damage or loss of any kind. The Lottery is not liable for any damages

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or losses of any kind resulting from your use of this website, these services, or your account, or for any actions by third parties.

8.5. Unauthorized Use

The Lottery is not liable for any damages or loss, resulting from a third party's unlawful or unauthorized use of your account. The Lottery is not liable for any damages or loss resulting from a third party's unlawful or unauthorized use of any payment source or method, including, but not limited to debit cards, regardless of whether the payment method is under investigation or whether any card has been reported stolen. It is your responsibility to keep your username, password, and other account information confidential. If your username and password have been entered correctly, the Lottery is entitled to assume that you are the person using your account. You are responsible for any charges, costs, expenses, damages, liabilities, and losses of any kind that you, the Lottery, or any third party may incur as a result of your failure to keep your account information confidential. It is your responsibility to immediately notify the Lottery if you suspect or discover that your account has been compromised. You agree to cooperate with any investigation into unauthorized access of your account.

8.6. Limitation of Liability

The Lottery is not liable for any printing or computer error; any omission, interruption, irregularity, deletion, defect, or delay in this website, these services, or your account; any theft, destruction, unauthorized access, or alteration of any network, equipment, computer, data, information, or property; any hardware or software malfunctions of any kind; any inaccurate transmission of content due to technical problems or traffic congestion on the internet, at any website, or any combination thereof. Under no circumstances is the Lottery liable for any direct, indirect, incidental, special, or consequential damages arising out of your use of this website, its content, these services, or your account, even if the Lottery has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages and, therefore, such exclusions may not apply.

8.7. Indemnification

You agree to indemnify, hold harmless, and defend the Lottery and the Lottery directors, employees, retailers, and vendors, from and against all claims, actions, liabilities, losses, expenses, damages, and costs of any kind, including, attorney fees, resulting from or relating to your lawful or unlawful use of this website, these services, or your account; breach of these terms; inability to access this website, these services, or your account; failure to report or reliance on any error or omission on this website, these services, or your account; or propagation or contraction of any computer virus in connection with your use of this website, service, or your account.

8.8. Non-Waiver

The Lottery is not obligated to take any action or pursue any remedy authorized by these terms. Refraining from taking any authorized action or pursuing any remedy does not constitute a waiver of any rights or remedies and does not preclude the Lottery from taking any such action or pursuing such remedy in the future.

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8.9. Severability

If any provision of these terms and conditions is deemed unlawful or unenforceable for any reason, that provision will be severed from these terms and the remaining provisions remain in full force.

8.10. Governing Law

All transactions and claims covered by these terms are subject to the laws of the State of New Mexico, policies, procedures, rules, and regulations, of the New Mexico Lottery, and any subsequent changes. You understand and agree that any dispute arising out of your use of this website, these services, or your account is governed by the laws of New Mexico. You further understand and agree that federal and state courts within New Mexico have exclusive jurisdiction over any claims arising out of your use of this website, these services, or your account.

8.11. Comments & Questions

The Lottery is always seeking to improve and welcome your feedback. Please visit the New Mexico Lottery Claim Center to submit comments or suggestions. If you have any questions about this website, these services, your account, or the above terms, please contact the Lottery via email at webcustservice@nmlottery.com.