

## **Terms of Use**

**Any use of palotteryinsiders.com and or any mobile sites, applications or platforms (collectively referred to as “the Website”) is subject to the following terms of use. Please review them carefully. Note that these Terms of Use differ substantially from those governing other websites, mobile sites, services, applications or platforms owned by the Commonwealth of Pennsylvania. If you are under the age of 18, please exit immediately and discontinue all use.**

As used herein, “these terms” refers to these Terms of Use; “the Website” and “this Website” refer to palotteryinsiders.com and/or any palotteryinsiders.com mobile sites, applications, or platforms; “content” refers to any text, image, picture, video, audio, software, code, data, application, program, process, feature, function, service or other material of any kind offered on this Website; “we,” “us,” and “our” refer to the Pennsylvania Lottery (“PAL”), its agents, contractors, sub-contractors, and third party service providers that host/develop the Website and/or its content; and “you” and “your” refers to you, the Website user.

### **Introduction**

Welcome to palotteryinsiders.com (“the Website”), an online community owned by the Pennsylvania Lottery and hosted by Vision Critical on behalf of the Pennsylvania Lottery. Individuals who want to participate in the online community created by the Website are invited to create an account, which is subject to the following Terms of Use and the associated Privacy Policy.

### **Acceptance of Terms**

By using this Website and/or its content, you hereby accept and agree to be legally bound by all of these terms. If you do not accept and agree to be bound by any of these terms, you should not register for an account and are not authorized to use this Website or its content.

### **Age Requirement**

You must be at least 18 years of age to use this Website and content. If you are not at least 18 years of age, you are prohibited from using this Website and content.

### **Registration Requirements**

In order to participate in the Website, you must first register as a member of palotteryinsiders.com by providing PAL with accurate, complete, and updated registration information as required by the profiling survey. The profiling survey will ask you questions which may include, but are not limited to, your residence, age, your habits and attitudes, and gender.

To ensure the integrity of the Website, you may not (1) activate or use more than one member profile account; (2) use a name subject to rights of another person without authorization from that person; (3) use a false or misleading name, address or email address to activate or use an account; or (4) provide any false or misleading information. If PAL has reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your access to use of and/or participation in the Website.

You understand and agree that any account offered on this Website is a discretionary privilege that we may deny, suspend or terminate at any time, for any reason, and without notice. By applying for an account, you represent and warrant that any information you provide to us is true, complete and accurate. It is your responsibility to keep account information that you provide current. We reserve the right to require you to change or update your account information at any time, including, but not limited to, your username and password.

If you register an account, you are responsible for keeping any username, password, or other account information confidential. You are solely responsible for any charges, costs, expenses, damages, liabilities, and losses of any kind that you, we, or any third party may incur as a result of your failure to do so. You agree to immediately notify us if you suspect or discover that your account has been compromised. You are responsible for all usage or activity on your account, whether or not such use is authorized by you or is the result of you authorizing a third party to use your username and password.

At any time, you may update your email address and/or other registration information. Please see the associated Privacy Policy for additional information.

### **Use of Website and Content**

You are granted limited permission to use this Website and content for their intended purpose only. You are prohibited from using this Website or content in any way that: (1) violates any law, regulation, or court order; (2) is commercial in nature, including advertising, promotional or marketing materials, or for spam or other unsolicited messages; (3) gains or tries to gain unauthorized access to this Website, its computers, and networks, or its user data; (4) contains or introduces computer viruses or other disruptive, damaging, or harmful files or programs; or (5) otherwise violates these terms or any other terms, guidelines, policies, rules, or directives posted on this Website that are incorporated by reference into these terms.

### **Terms Subject to Change**

We may change these terms at any time and without notice. All changes are effective upon posting. Your continued use of this Website or its content after changes are posted constitutes your acceptance of those changes. It is your responsibility to review these terms periodically for changes.

## **Additional Terms and Policies**

Additional terms, conditions, and policies may apply to certain promotions, activities, and content offered on this Website. The PAL may, from time to time, advertise or offer certain special programs, events or services. The PAL reserves the right to use separate terms and conditions to govern such special programs, events or services. If used, any separate terms and conditions will be posted on the Website. Any separate terms and conditions posted on the Website will incorporate these terms by reference, and unless specifically stated otherwise, will be supplemented by these terms. It is your responsibility to review any other applicable terms, conditions, and policies.

## **Violation of Terms**

We may take any lawful or equitable action we deem appropriate in response to an actual or suspected violation of these terms. This includes, but is not limited to suspending or terminating your account and/or blocking access to this Website or content.

## **Information You Submit**

By submitting a comment, suggestion, opinion, picture, response, survey, or other information to this Website, you represent and warrant to us that you have all rights necessary in and to that submission. You further represent and warrant that your submission does not contain any libelous, tortuous, or otherwise unlawful information and does not infringe upon the rights of any third party.

Any comments, suggestions, opinions, pictures, response, survey or other information you provide on the Website becomes the property of PAL and we are free to use, copy, display, reproduce, reformat modify and distribute such information, including ideas, photographs, text and video, in any way we see fit, including for commercial purposes without any further consent from you. You agree to cooperate with us, including signing any supporting documentation we reasonably require, confirming our unqualified ownership therein, including copyright ownership and your waiver of applicable moral rights.

Content of the surveys and information provided to you is proprietary and should not be published, copied or reproduced in whole or in part without our prior written consent. From time to time, on our Website, we may provide you with information that is confidential or not known to the general public. Such information will be considered confidential and you will be asked not to share or use the information in any way other than as set out for the Website's purposes.

## **Intellectual Property**

We own or are authorized to use the copyrights, trademarks, service marks, and other intellectual property rights to content on this Website. You may not reproduce, modify, create derivative works from, display, publish, distribute, or transmit this website or content to or through any

third party, nor sell, resell, or otherwise exploit this Website or content for any business purpose without our express written consent. We retain all rights not otherwise expressly granted in these terms.

### **External Links**

The Website may link or interact with third-party websites, content, or services that are not owned, controlled, or operated by the PAL, including but not limited to social media websites or platforms. The PAL does not endorse any specific third-party websites, content, or services, and the PAL is not liable for any harm or damages related to your use of the same. Please review the privacy policies and terms of use applicable to any third-party websites, content, or services carefully prior to using the same. Questions or complaints regarding third-party websites, content, or services should be directed to the applicable third-party.

### **Security**

Security measures have been integrated into the design, implementation, and day-to-day operations of this website as part of our continuing commitment to the security of content as well as the electronic transmission of information. Due to the nature of the internet however, we cannot and do not guarantee that any communication or information will be secure or free from unauthorized access by third-parties. You understand and agree that your use of this Website is at your sole risk, and that we are not liable if a security breach occurs, except as expressly required by law. Please see the Privacy Policy associated with the use of the Website for additional information.

### **Limitation of Liability**

You acknowledge that your use of the Website is at your own risk. You further acknowledge that if you disagree with these terms of use, your sole and exclusive remedy is to discontinue using the Website.

Access to this Website or its contents may be unavailable, delayed, limited, or slowed by various disruptions in service. We are not liable for any damages or losses resulting from any disruption in service.

We are not liable for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of this Website or its content, or for technical, network, electronic, computer, hardware or software misuse or malfunctions or any kind, or inaccurate transmission of content due to technical problems or traffic congestion on the internet, at any Website, or any combination thereof.

You assume full responsibility for all costs associated with all necessary servicing repairs of any equipment, such as computers or mobile devices that you use to access the Website.

To the extent permitted by applicable law, in no event shall the PAL or its members, employees agents, contractors, or suppliers be liable to you or any third party for any losses or direct, indirect, consequential, incidental, special or punitive damages arising in any way from access or use or inability to use the Website.

### **Disclaimer of Endorsement**

Reference to any products, process, service, trade name, trademark, manufacturer, company or other entity appearing on this Website does not constitute our endorsement or recommendation. Any opinions, statements, views, products, services, offers, or other information of any kind expressed or made available by third parties on or through this Website, including, but not limited to, other users, are solely those of the respective author and distributor. You may not represent that the appearance of any such information on or through this Website constitutes an endorsement or recommendation.

### **Disclaimer of Warranties**

This Website, including all content or services made available thereon or accessed there through, are provided “as is.” We make no representations or warranties of any kind, implied or express, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, or non-infringement. As a user, you assume all risks and responsibilities for use or non-use of the Website and the content appearing thereon, and the PAL makes no representations or warranties of any kind, either express or implied, that the content appearing on or downloaded from the Website is compatible with your computer or mobile device, or is free from errors or viruses.

### **Disclaimer of Agency Relationship**

Nothing in these terms or your use of this Website, including submission of information, registration of an account, or creation of a link, creates any partnership, joint venture, employment or agency relationship between you and us. You may not represent the existence of any such relationship, and you have no authority to enter into contracts on our behalf or to bind us in any way.

### **Disclaimer of Accuracy and Timeliness**

While we endeavor to provide accurate, reliable and timely content on this Website, we do not guarantee the availability, accuracy, adequacy, completeness, or timeliness of any content offered on or through this Website. We are not liable for any damages or losses resulting from unavailable, inaccurate, inadequate, incomplete, or untimely content. Additionally, content on this Website is presented only as of the date and time published or indicated and may be outdated, superseded, or overridden by subsequent events or actions.

## **Indemnification**

You agree to indemnify, hold harmless, and defend us, our officers, directors, employees, agents, partners, and licensees, from and against all claims, actions, liabilities, losses, expenses, damages, and costs of any kind, including, but not limited to, attorney fees, resulting from or relating to your use of this Website or its content, breach of these terms, inability to access this Website, use of any linked websites, reliance on any errors or omissions on this Website, or propagation or contraction of any computer virus in connection with your use of this Website or its content.

## **Governing Law**

All transactions and claims are subject to the laws of the Commonwealth of Pennsylvania, the rules, regulations, and directives of the PAL, and any subsequent changes. You understand and agree that any dispute arising out of your use of this Website or its content is governed by the laws of the Commonwealth of Pennsylvania. You further understand and agree that federal and state courts within the Commonwealth of Pennsylvania have exclusive jurisdiction over any claims arising out of your use of this Website or its content.

## **Available Defenses**

The PAL expressly reserves the right to assert any available defenses to claims arising from your use of the Website, including but not limited to the defense of sovereign immunity.

## **Non Waiver**

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

## **Website Changes and Termination**

We reserve the right to add, modify, suspend, or terminate any aspect of this Website, content, or your access to this Website or content at any time and without notice. We are not liable for any damages or losses resulting from any such change, suspension, or termination of this Website or content.

## **Duration/Termination**

These terms shall remain in effect unless and until updated, replaced, or terminated by PAL. If these terms are updated, replaced, or terminated, this shall not limit the PAL's rights in defending against any claims arising from such terms. The terms in effect at the time of your use will govern any disputes arising from your use.

## **Contact Information**

If you have any questions or comments about the information presented in this Terms of Use, you can contact the PAL as follows:

By Email: [RA-RVLOT-PA-INSIDERS@pa.gov](mailto:RA-RVLOT-PA-INSIDERS@pa.gov)

By Mail: 1200 Fulling Mill Road, Suite 1, Middletown, Pa 17057