



EXTERNAL POLICY AND PROCEDURES

TITLE: NEW MEXICO LOTTERY TERMS AND CONDITIONS FOR ONLINE PURCHASES

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NEW MEXICO LOTTERY TERMS AND CONDITIONS FOR ONLINE PURCHASES



NEW MEXICO LOTTERY AUTHORITY

This New Mexico Lottery Terms and Conditions for Online Purchases approved and adopted by the New Mexico Lottery Authority Board of Directors on the 9th day of April, 2015.

Dan Salzwedel
s/Dan Salzwedel, Board Chair

(SEAL)

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TERMS AND CONDITIONS FOR ONLINE PURCHASE

Purpose

To provide terms and conditions for players to purchase and play New Mexico Lottery games on their personal computers and mobile devices.

General Use and Applicability

These terms and conditions are applicable to New Mexico Lottery staff 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 Act.

1) Definitions

As used herein, “these terms” refers to these terms and conditions; “this website” refers to nmlottery.com and any mobile version of or mobile application used to access nmlottery.com; “online” refers to use of the internet or any other means to access this website; “this service” refers to all services, functions, and features described in these terms; “account” refers to a New Mexico Lottery Account registered on this website; and “you” or “your” refers to you, the user.

2) Acceptance of Terms

By applying for and using an account or this service, 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 apply for an account and are not authorized to use this service

3) Terms Subject to Change

The Lottery may change these terms at any time and without notice. All changes are effective upon posting. Your continued use of an account or this service after changes are posted constitutes your acceptance of those changes. For your convenience, the effective date of these terms is posted at the top of this page. It is your responsibility to review these terms periodically for changes.

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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 policies.

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.

Policy

1. USE OF SERVICE

1.1. General Requirements

To purchase a New Mexico lottery ticket online, you must: be at least 18 years of age; have an account; have sufficient funds in your account 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 this service 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;
- could be considered money laundering in any way;
- accesses, collects, or stores personal information of another person;
- accesses or circumvents any the Lottery security measures;

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- 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;
- violates these terms or any other applicable terms and conditions, including, but not limited to, the Terms of Use for this website.
- 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 be purchased with cash, check, or debit cards.

1.3. Limited License and Use.

You are granted a limited license to use this service for its 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.

1.4. Intellectual Property

The Lottery and Lottery vendors own all intellectual property appearing on this website, including, but not limited to, all copyrights, trademarks, service marks, and trade dress. The Lottery owns the rights to all content appearing on this 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 this service 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 the Lottery's express written consent, you agree not to:

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- copy, reproduce, modify, translate, create derivative works from, display, publish, distribute, transmit, or otherwise make this website, its content, this service, 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 this services;
- sell, assign, sublicense, lease, or otherwise exploit this website, its content, this services, or any aspect thereof;
- export any software used for this website, its content, this service, or any aspect thereof to any other jurisdiction or country by any means; or
- use this website, its content, or this service 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.

1.5. Change in Services

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

2. ACCOUNTS

2.1. Applying for an 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

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- you are not prohibited from gambling, purchasing lottery tickets, or otherwise using this website or this 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.

2.2. Age & Identification Verification

By submitting your application for an account, you consent to the Lottery's use of any age-verification and identity-verification technology or method the Lottery deems appropriate. You may be required to show additional evidence of your age and identification, provide copies of documents, or appear in person at a designated claim center. The Lottery does not guarantee that our 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 denial of your application.

2.3. 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 on <http://www.nmlottery.com>. If you are an existing VIP Club member, you may apply to upgrade your account 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 online.

2.4. 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.

2.5. Transaction History

You understand and agree that the Lottery may record and store any transactions you conduct through this service. 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

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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.

2.6. 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.

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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. FUNDING YOUR ACCOUNT

3.1. Depositing Funds

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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;
- 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.

3.2. 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.

3.3. 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.

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3.4. 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.

4. GEO-LOCATION

4.1. Location Requirement

You must be physically located within New Mexico to make deposits or purchase a lottery ticket through this website. Any deposit, purchase or attempt to purchase a lottery ticket through this website 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 through this website while located outside of New Mexico, the Lottery reserves the right to deem your deposit invalid, 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.

4.2. 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 our geo-location technology will verify the location of every person physically located within New Mexico. If the Lottery is unable to verify that you are physically located within New Mexico, your access will be blocked and you are prohibited from making deposits or purchasing any lottery ticket through this website. The Lottery is not liable for any damages or losses resulting from your inability to access or make a purchase on this website.

4.3. Standard Location Check

By registering for and using an account or this service, you consent to have your location verified by our standard geo-location check. Our standard location check is automatically activated anytime you attempt to log into your account. Your location will not be checked after you leave this website.

4.4. 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 you. If verification through your mobile device is required, an interactive message will appear when you log into your account. To consent and opt-in to the mobile-location service, press the "Send Text Now" button on the interactive message. You will receive a text message on your mobile device asking for your consent to activate the mobile-location service. If you agree, respond with the text "PLAY." Be

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advised that 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 your location in relation to use of this website. The mobile location service will remain active until canceled.

4.5. 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 and Lottery staff and will not be shared with or sold to 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.

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

5. PURCHASING TICKETS

5.1. Purchases

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.

5.2. 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 made in error will not be refunded. The Lottery is not liable for any damages or losses resulting from any error you make in selecting your purchase.

5.3. Games Offered

The Lottery does not guarantee that any specific New Mexico Lottery game will be offered through this website. 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

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terminate a game at any time and without notice. The Lottery is not liable for any damages or losses resulting from any purchase limitations or game termination.

5.4. Game Disputes

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 questions involving ticket validation by the system, the Lottery's determination is final. In cases of dispute for any reason, the Lottery may at his or her sole discretion, 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.

6. CLAIMING PRIZES

6.1. Claims in General

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

- prizes of \$600 or less are automatically deposited into your account;
- 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
- 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.

6.2. Online Claim Form

You will be required to complete an online claim form to claim a prize over \$600 and up to \$99,999. By checking the boxes on this form, you represent and warrant that: you are the registered user of the account; your account information is accurate; and you accept the Lottery claim policy. You further certify that you: have provided the Lottery with your correct social security number. You understand and agree that checking these boxes constitutes your electronic signature.

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6.3. 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.

6.4. 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.

6.5. Claiming in Person

If you are required to claim a prize in person at a designated claim center, you will be required to provide the Lottery with a valid government issued picture identification and proof of your social security number. The Lottery may deposit a prize won through this website into your account even if the prize was claimed in person. To verify you are presenting acceptable identifications please call 1-800-642-6689.

6.6. 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.

6.7. 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

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seek reimbursement. The Lottery is not liable for any damages or losses resulting from any offset from a prize for payment of a debt.

6.8. 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.

6.9. 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. Prizes for a Scratcher game must be claimed within ninety (90) days after the announced end of the Scratcher game. 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. Any prize that is not claimed within 90 days will be deemed unclaimed and deposited into the New Mexico Lottery Unclaimed Prize Fund. 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.

7. WITHDRAWING PRIZES

7.1. Prize Withdrawals Only

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

7.2. Withdraw 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.

7.3. 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

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center. You may also be required to complete additional claim forms and/or certify documentation detailing your deposits, withdrawals, and other account transactions.

7.4. 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 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.

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 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, this service, or your account may be unavailable, delayed, limited, or slowed by various disruptions. The Lottery does not guarantee that this website, this service, 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, this service, or your account.

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8.4. Disclaimer of Warranties

This website, this service, 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, this service 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, this service, or your account will not cause damage or loss of any kind. The Lottery is not liable for any damages or losses of any kind resulting from your use of this website, this service, or your account, or for any actions by third parties.

8.5. Unauthorized Use

The Lottery is not liable for any damages or losses resulting from a third party’s unlawful or unauthorized use of your account. The Lottery is not liable for any damages or losses resulting from a third party’s unlawful or unauthorized use of any payment source or method, including, but not limited to, credit and 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, this service, 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, this service, 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,

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expenses, damages, and costs of any kind, including, attorney fees, resulting from or relating to your lawful or unlawful use of this website, this service, or your account; breach of these terms; inability to access this website, this service, or your account; failure to report or reliance on any error or omission on this website, this service, or your account; or propagation or contraction of any computer virus in connection with your use of this website, this 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.

8.9. Severability

If any provision of these terms 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, this service, 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, this service, or your account.

8.11. Comments & Questions

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

8.12. Miscellaneous

The Lottery CEO may amend, modify, or suspend any rule relating to this policy until such time as the Lottery CEO may present such modifications to the Lottery Board for further action.