

**IOWA LOTTERY AUTHORITY
SELF-EXCLUSION FROM PLAY
AND PRIZE PAYMENT AGREEMENT**

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The Parties, _____, of _____, in the State of _____, hereinafter “Player,” and the Iowa Lottery Authority, hereinafter “Lottery;” in consideration of the mutual benefits derived by the parties from Player’s cessation of lottery game play, do hereby agree as follows:

1. Player acknowledges that s/he is a compulsive or problem gambler.
2. Player acknowledges that access to payment of prizes won as a result of playing lottery games is an unwelcome incentive to play such games.
3. Player desires to reduce the incentive to play by entering into a voluntary self-exclusion agreement restricting Player’s access to lottery prizes to which s/he would otherwise be entitled by virtue of playing lottery games and/or otherwise possessing lottery tickets presented for payment.
4. Player acknowledges that the Player has two options for voluntary self-exclusion: a five-year exclusion period, or a lifetime exclusion period. Once made, the election by the Player is irrevocable and cannot be rescinded.
5. Lottery intends to honor Player’s commitment to abstain from playing Lottery’s games by denying player access to redeem prizes for tickets or chances at any one of the five Lottery regional offices (Lottery location) whenever such denial is feasible. By this agreement Player acknowledges Player is banned from any Lottery location for the entirety of the self-exclusion period selected by the Player. Player acknowledges enforcement of this agreement at retailer locations is currently not feasible.
6. Lottery represents and Player acknowledges that compulsive or problem gambler participation in games offered by Lottery is contrary to the policy and objectives of Lottery management; is detrimental to the health and well-being of the problem player and is not in the best interests of state government and the citizens of Iowa.
7. Lottery agrees to take reasonable steps to remove Player’s name from any mailing lists, web-based players’ club or other promotional listings during the voluntary self-exclusion period selected by the Player. Player acknowledges that any lottery promotional materials sent in error to player by mail or electronically during the period selected by the Player are not an invitation to play Lottery games. Player agrees to immediately notify the Lottery’s Vice President of External Relations by phone at 515.725.7900 if Player receives any promotional materials from Lottery and Lottery agrees to take corrective action upon receipt of such notification. Player understands and agrees that although Lottery will endeavor to exclude Player’s name from all such mailings, electronic communications, web-based players’ club and other promotional listings and despite Lottery’s reasonable efforts to prevent any such occurrence, Lottery cannot guarantee that Player’s name will not be included in such a mailing or listing. Player understands and agrees that inclusion of Player’s name in any such lottery listing, club or promotional listing shall neither create nor be construed to create in Player any right, claim or cause of action for damages against Lottery.

NOW, THEREFORE, Player requests that from this date forward, Player be deemed ineligible to play any Iowa Lottery game and barred from claiming and/or receiving any cash payment or non-cash prize whatsoever that might be won as a result of Player's purchase of a ticket or chance or of Player's playing any Iowa Lottery game for the entirety of the voluntary self-exclusion period selected by Player; and further that Player be barred from entering any Lottery office facilities for any purpose whatsoever for the entirety of the voluntary self-exclusion period selected by Player. To that end, and to facilitate Lottery's implementation of my agreement to be banned from Lottery gaming, Player furnishes the following information:

My Full Name (and any nickname[s]): _____

My Address: _____

Apartment # _____

City _____ **State:** __ __ **Zip:** _____

Telephone #: (____) _____ -- _____

Driver's License #: _____ **State:** _____

Date of Birth: (mm/dd/yr) __ __ / __ __ / __ __ __ __

Social Security #: __ __ __ -- __ __ -- __ __ __ __

Email Address: _____

I (PLAYER) ACKNOWLEDGE THAT I AM CHOOSING THE FOLLOWING VOLUNTARY SELF-EXCLUSION PERIOD (check only one):

_____ a five-year exclusion period from the date of my signature on this form.

_____ (player initials)

-OR-

_____ a lifetime, irrevocable exclusion period from the date of my signature on this form.

_____ (player initials)

I (Player) acknowledge that by signing this Self-Exclusion Request and Release Agreement, I knowingly and intentionally enter into a contractual relationship in which I relinquish and release any right, title, claim and chose in action on behalf of myself, my heirs, executors, administrators and assigns to any and all prize winnings that might otherwise accrue to me as a result of my purchase and/or play of Iowa Lottery gaming products. Specifically, I acknowledge that by this contract I agree to waive any right to claim a prize pursuant to Iowa Code section 99G.31 and 531 Iowa Administrative Code chapter 11, as well as any other applicable sections of Iowa Code Chapter 99G or Chapter 531 of the Iowa Administrative Code. I understand and agree that any lottery prize that would otherwise be due me shall be deemed void and uncollectible as derived from a ticket or share purchased or sold in violation of Iowa Code chapter 99G and that any such prize shall be deemed to be an unclaimed prize within the meaning of Iowa Code section 99G.31.2(f) and

handled in accordance with the requirements for disposition of all such funds held by Lottery.

I understand and agree that I will not seek to hold Lottery liable in any way should I continue to play lottery games at any venue in the State of Iowa despite this Agreement. I further understand and acknowledge that I am not entitled to a refund of any purchase price even though any Iowa Lottery product purchased by me is deemed void and uncollectible. In other words, I understand and agree that I cannot collect any prize nor can I receive a refund for any product purchased contrary to this Agreement.

I agree to indemnify Lottery, its board members, business partners, officers, employees, agents, retailers, affiliates, contractors, licensees, their heirs, successors and assigns for any liability Lottery, or any of those persons or entities named may incur relating to this request. Specifically, I, for myself, my family members, heirs and legal representatives hereby release and forever discharge Lottery, its board, business partners, officers, employees, agents, retailers, affiliates, their heirs, successors and assigns, and those with whom Lottery and those persons or entities named may lawfully share information regarding this Agreement, including any contractor or Internet Services Provider that offers services on behalf of these persons and entities (collectively, the "Released Parties"), from any and all claims in law or equity that I now have or may have in the future against any or all of the Released Parties arising out of, or by reason of, the performance or non-performance of this Self-Exclusion Request, or any other matter relating to it, including the release of information contained in this Agreement. I further agree, in consideration for the Released Parties' efforts to implement my exclusion, to indemnify and hold harmless the Released Parties to the fullest extent permitted by law for any and all liabilities, judgments, damages, and expenses of any kind, including reasonable attorneys' fees, resulting from or in connection with the performance or non-performance of this self-exclusion request.

I understand and intend that this release be general in nature, broadly construed and that it shall extend to the Iowa Lottery Authority, its officers, board members, business partners, employees, agents, retailers, affiliates, contractors, licensees and their heirs, successors and assigns.

I further request that should any prize payment be made to me in error or as a result of deception on my part, that to the extent practical and feasible, the Iowa Lottery Authority, its officers, board members, business partners, employees, agents, retailers, affiliates, contractors, licensees and their heirs, successors and assigns be, and they hereby are authorized to confiscate or stop any such payment, and to pursue any appropriate legal remedies for breach of this Agreement, thereby depriving me of the benefit of the prize payment.

