

Northstar Lottery Research Community Terms and Conditions

Effective as of October 1, 2014

Please read these terms and conditions carefully before using this Website.

I. INTRODUCTION

Thank you for visiting the website for the Northstar Lottery Research Community (the "Research Community"), which includes <http://www.northstarlotteryresearch.com> and <https://northstarlotteryresearch.vcfeedback.com> (collectively, this "Website"). The Research Community is run by the Northstar Lottery Group, LLC ("Northstar") on behalf of the Illinois Lottery. Northstar and its agents, contractors, and parties involved in creating, producing, or delivering the Website (collectively, the "Website Providers") provide the information on this Website to you subject to the following terms and conditions (these "Terms and Conditions"). **IF YOU USE THIS WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHICH ARE A BINDING LEGAL AGREEMENT.** Please read them carefully.

Note that, if you use any current or future service provided by the Website Providers, you may also be subject to any guidelines and conditions applicable to such service in addition to these Terms and Conditions.

This Website may contain links to other websites, including the Northstar website and the Illinois Lottery website. These links are provided solely as a convenience to you. These Terms and Conditions only apply to this Website and do not apply to such other websites. If you visit such a website, you will be subject to such other website's terms and conditions.

II. OWNERSHIP OF INTELLECTUAL PROPERTY

The Website Providers and their affiliates (including the Illinois Lottery, GTECH Corporation, and Scientific Games Corporation) (the "Affiliates") and licensors (and each of their respective successors and assigns) own the copyrights, trademarks, service marks (including logos), and trade dress rights to all materials and content displayed on and from this Website (collectively referred to as "Intellectual Property"). You may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such materials or content to any third party (including displaying or distributing the Intellectual Property using a third party website) without the prior written consent of the Website Providers or their Affiliates or licensors, as applicable, except to use this Website for its intended purpose. The Website Providers and their Affiliates and licensors retain all rights that are not otherwise expressly granted in these Terms and Conditions.

III. NON-DISCLOSURE

"Confidential Information" shall include all information or material that you receive as registered member of the Research Community, including any information contained within the registered member portion of the Website, member profiles, postings on discussion forums or bulletin boards on the Website, survey topics, questions, and results, information regarding Northstar's business plans, and email communications from the Research Community (including any newsletters but excluding any marketing materials). You shall use the Confidential Information solely in connection with your participation as a member of the Research Community and shall hold and maintain the Confidential Information in confidence for the sole and exclusive benefit of Northstar and its Affiliates, using at least a reasonable degree of care. You shall not, without the prior written approval of Northstar, use for your own benefit, publish, copy, or otherwise disclose to others, or permit the use by others, any Confidential Information. At Northstar's request, you shall return or delete any Confidential Information in your possession. This Section shall survive the termination of these Terms and Conditions, and you shall hold the Confidential Information in confidence until Northstar sends you a written notice releasing you from this nondisclosure obligation.

IV. USE OF WEBSITE AND WEBSITE MATERIAL

1. *Registration and Account Information.* In order to be a member of the Research Community, you will need to register and create an account. You may not allow others to use your account login or password for any reason, and you are responsible for keeping your account login and password secret and confidential. If you fail to do so, you are responsible for any charges, damages, liabilities and losses that the Website Providers may incur as a result. You should immediately notify the Website Providers if you suspect that someone else is using your account login or password without your permission.

2. *Prohibited Uses.* You agree to access and use the Website only for lawful reasons. You are solely responsible for knowing and complying with any and all laws, statutes, rules and regulations pertaining to your use of the Website. You are prohibited from using the Website in a way that:

- is unlawful, threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that Northstar deems in its sole discretion to be inappropriate for the Website;
- violates any law, regulation, or court order;
- accesses, collects or stores personal information about others;
- violates or infringes the rights of anyone else, including, for example, another person's right to privacy;
- impersonates any person, business, entity, or IP address (e.g., IP spoofing);
- involves uploading, posting, emailing, transmitting or otherwise making available any materials that you do not have a right to make available under any law;
- is commercial in nature, including, for example, advertising, promotional or marketing materials, or spam, phishing or other unsolicited messages;
- gains or tries to gain unauthorized access to the Website, its computers and networks, or its user data, or that otherwise modifies or interferes with the use or operation of the Website;
- imposes an unreasonable or disproportionately large load on the Website Providers' or the Website Providers' business partners' infrastructure, including but not limited to transmitting spam or using other unsolicited mass emailing techniques;
- alters, damages, or deletes any content posted on the Website;
- contains computer viruses or other disruptive, damaging or harmful files or programs; or
- otherwise violates these Terms and Conditions or any other guidelines or policies posted on the Website, including the Northstar Lottery Research Community Privacy Policy, which are incorporated by this reference into these Terms and Conditions.

The Website Providers will cooperate fully with any law enforcement officials and/or agencies if requested or required in the investigation of any users who violate these Terms and Conditions and may disclose your information to such law enforcement officials and/or agencies.

3. *User Forums and Postings*

This Website may contain discussion forums, bulletin boards, and/or other messaging services and interactive features that allow you and other members of the Research Community to post information, complete questionnaires, reply to posts, and share ideas, feedback, opinions, photographs, images, creative works, or other materials ("Postings"). You are responsible for the content and consequences of your own Postings.

You agree not to use any profanity or obscenities in your Postings, including any "masked" vulgarity, obscenity or profanity. The Website Providers may delete any such material from the Website. We also discourage you from disclosing your name, email address, address, phone number, or any other personally identifiable information in your Postings.

The Website Providers may (but are under no obligation to) pre-screen Postings and review the discussion boards and other areas of this Website periodically in their sole discretion. The Website Providers, however,

will have no liability related to the content of any such Postings, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Postings do not necessarily reflect the views of the Website Providers. In no event shall the Website Providers assume or have any responsibility or liability for any Postings or for any claims, damages or losses resulting from their use and/or appearance on this Website.

V. LICENSE AND SITE ACCESS

Subject to the non-disclosure requirements in Section III above, Northstar grants you a limited license to access and make personal use of this Website and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of Northstar. This license does not include any resale or commercial use of this Website or its contents; any derivative use of this Website or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Northstar. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of this Website without express written consent of the applicable Website Provider. You may not use any meta tags or any other "hidden text" utilizing a Website Provider's name or trademarks without the express written consent of the applicable Website Provider. Any unauthorized use terminates the permission or license granted by Northstar.

VI. IDEA SUBMISSION / USE OF INFORMATION

While the Website Providers do not claim ownership of any comments or suggestions that you may submit to the Website, by submitting a comment or suggestion or any other material to the Website, you hereby authorize and grant to the Website Providers the non-exclusive right to use, display, reproduce, modify and distribute the comment, suggestion or material in whole or in part, anywhere in perpetuity in any and all media, whether alone or together or as part of any material of any kind or nature. Without limiting any of the foregoing, the Website Providers will have the right to use, copy, display, perform, distribute, modify and re-format the comment, suggestion or material in any manner that the Website Providers may determine. By submitting a comment, suggestion or material, you represent and warrant to the Website Providers that you have all necessary rights in and to all comments, suggestions or materials you provide and all information they contain and that such comments, suggestions or materials do not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

VII. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

THIS WEBSITE IS PROVIDED BY THE WEBSITE PROVIDERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WEBSITE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. THE WEBSITE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE MATERIALS OR CONTENT ON THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WEBSITE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WEBSITE PROVIDERS DO NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR EMAIL SENT FROM THE WEBSITE PROVIDERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WEBSITE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THIS WEBSITE OR ANY MATERIAL FROM THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

VIII. PRIVACY AND SECURITY

Due to the design of the Internet, we cannot guarantee that communications between you and the Website Providers will be free from unauthorized access by third parties or will be secure. By agreeing to these Terms and Conditions, you expressly agree that your use of this Website is at your sole risk, and you agree that the Website Providers shall not be liable if a security breach occurs or if this Website malfunctions, except as required by law.

IX. APPLICABLE LAW

The laws of the state of Illinois, without regard to principles of conflict of laws of the State of Illinois, will govern these Terms and Conditions and any dispute between you and the Website Providers or their Affiliates arising out of your use of this Website or material or content from this Website. The federal and state courts of the State of Illinois shall have exclusive jurisdiction over all claims.

X. SITE MODIFICATION AND SEVERABILITY

We reserve the right to make changes to this Website and these Terms and Conditions at any time without notice to you by posting changes on this Website. If we do, we will note near the top of this page the date that any changes are made and/or when they become effective. We encourage you to check back and review these Terms and Conditions from time to time. Your continued use of this Website following our posting of changes will mean that you accept the revised Terms and Conditions. If any of the conditions in these Terms and Conditions are deemed to be invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

XI. TERMINATION

The Website Providers may terminate your access to the Website at any time and for any reason or no reason, including for violation of these Terms and Conditions. In the event of termination, you are no longer authorized to access the Website, and you shall have no recourse and the Website Providers shall have no liability as a result of any such termination. All provisions of these Terms and Conditions relating to warranties, confidentiality obligations, proprietary rights, and limitation of liability shall remain effective despite such termination.

XII. CONTACT US

For questions regarding these Terms and Conditions, please visit <http://www.northstarlotteryresearch.com/help> to access our help page and contact a support representative.

Because this Website does not encrypt incoming email, you should not send information that you consider sensitive through this Website.