

Missouri Lottery Commission
Voluntary Self-Exclusion from Play and Prize Payment Agreement (SEP)

Any individual wishing to reduce his or her incentive to purchase Missouri Lottery tickets may do so by participating in the lifetime voluntary Missouri Lottery Self-Exclusion from Play and Prize Payment program (SEP).

- a) In order to participate in SEP, an individual must complete a Missouri Lottery Self-Exclusion from Play and Prize Payment Agreement, sign the Agreement in the presence of a notary and mail or otherwise deliver the signed and notarized Agreement to Missouri Lottery Headquarters, ATTN: Responsible Gaming Coordinator, P.O. Box 1603, Jefferson City, Missouri 65102-1603. The form may be obtained in person or by mail from any Lottery regional office, or it may be downloaded and printed from the Lottery's website, MOLottery.com.
- b) Upon receipt of the signed and notarized Agreement, the Missouri Lottery will add the individual's identifying information to its confidential database of persons prohibited from receiving payment of prizes through the Lottery's regional offices or Headquarters.
- c) Upon receipt of a voluntary Agreement, the Lottery will take all reasonable steps, including, but not limited to, providing the enrollee's name to staff in charge of email to remove the enrollee from existing promotional mailing lists, electronic distribution lists or other promotional listings, and to prevent the inclusion of the individual's name in any promotional listings that may be created in the future.
- d) All Missouri Lottery prizes that are unclaimed as a result of SEP shall be handled in the same manner as other unclaimed prizes.

Missouri Lottery
Missouri Lottery Self-Exclusion from Play and Prize Payment Agreement

_____ of _____
(Name of Individual Signing Contract) (City of Residence)

in the State of Missouri, hereinafter “Player,” and the Missouri Lottery Commission, a Division of the Missouri Department of Revenue, hereinafter “Lottery,” (collectively, the “Parties”) in consideration of the agreed mutual benefits to be derived by the Parties from Player’s cessation of Lottery game play, do hereby covenant and agree as follows:

- 1) Player acknowledges that he/she wishes to enter into this voluntary lifetime self-exclusion agreement.
- 2) Player desires to reduce his/her incentive to play by entering into this voluntary lifetime Missouri Lottery Self-Exclusion from Play and Prize Payment Agreement restricting Player’s access to lottery prizes to which Player would otherwise be entitled by virtue of playing Lottery games and/or otherwise possessing Lottery tickets presented for payment.
- 3) 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 Lottery Headquarters and any of the regional offices whenever such denial is feasible.
- 4) 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 gambler, and is not in the best interests of state government and the citizens of Missouri.
- 5) Lottery agrees to take reasonable steps to remove Player’s name from any existing promotional mailing lists, electronic distribution lists or other promotional listings and to prevent the inclusion of Player’s name in any promotional listings that may be created in the future. Player acknowledges that any promotional materials sent in error to Player by mail or electronically are not an invitation to play Lottery games. Player agrees to immediately notify the Lottery’s Responsible Gaming Coordinator at (573) 751-4050, if Player receives any promotional materials from the Lottery, and the Lottery agrees to take corrective action upon receipt of that notification. Player understands and agrees that, although the Lottery will endeavor to exclude Player’s name from all promotional mailings, electronic communications, web-based players clubs and other promotional listings, 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 against Lottery.

NOW, THEREFORE, the undersigned Player requests that, from this date forward, Player is deemed ineligible to claim and/or receive cash payment of more than \$600 or any non-cash prize that might be won as a result of Player's purchase of a ticket or chance or of Player's playing any Missouri Lottery game. To facilitate Lottery's implementation of this Agreement to be banned from Lottery gaming, Player furnishes the following information:

First, Middle and Last Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **Gender:** _____

Driver's License Number: _____ **Issuing State:** _____

Date of Birth (month/date/year): _____

Social Security Number: _____

Email Address: _____

The undersigned Player acknowledges that, by signing this Missouri Lottery Self-Exclusion from Play and Prize Payment Agreement, for valuable consideration, including Lottery's efforts to implement my exclusion, knowingly and intentionally enter into a contractual relationship in which I relinquish and release any right, title, claim or cause of action on behalf of myself, my heirs, executors, administrators and assigns to any and all prize winnings that might otherwise accrue as a result of my purchase and/or play of Missouri Lottery gaming products.

Specifically, I acknowledge that I agree to waive any right to claim a prize pursuant to the Sections 313.200 through 313.353, RSMo.

I understand and agree that any Lottery prize that would otherwise be due to me shall be deemed void and uncollectible, and that any such prize shall be deemed to be an unclaimed prize within the meaning of the applicable statutes of Missouri and handled in accordance with the requirements for disposition of all such funds held by Lottery.

The undersigned understands and agrees that he/she will not seek to hold Lottery liable in any way should undersigned continue to play Lottery games at any venue in the State of Missouri despite this Agreement. I further understand and acknowledge that I am not entitled to a refund of any purchase price even though any Missouri 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 Lottery product purchased.

The undersigned agrees to indemnify Lottery, its Commission members, business partners, officers, employees, agents, retailers, affiliates, contractors and licensees, and their heirs,

successors and assigns from any liability Lottery, or any of those persons or entities named, may incur relating to this request.

Specifically, the undersigned, for myself and my family members, heirs and legal representatives, hereby release and forever discharge Lottery, its Commission members, business partners, officers, employees, agents, retailers and affiliates, and 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 nonperformance of this Missouri Lottery Self-Exclusion from Play and Prize Payment Agreement request, or any other matter relating to it, including the release of information contained in this Agreement.

The undersigned further agrees, 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 from 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 Missouri Lottery Self-Exclusion from Play and Prize Payment Agreement request.

The undersigned understands and intends that this release be general in nature and broadly construed, and that it shall extend to the Missouri Lottery, its officers, Commission members, business partners, employees, agents, retailers, affiliates, contractors and licensees, and their heirs, successors and assigns.

If a prize payment is made to the undersigned in error, I further request that, to the extent practical and feasible, the Missouri Lottery, its officers, Commission members, business partners, employees, agents, retailers, affiliates, contractors and licensees, and their heirs, successors and assigns, stop any such payment and pursue any appropriate legal remedies for breach of this Agreement, thereby depriving me of the benefit of the prize payment.

Player Signature

State of Missouri }
County of _____ } SS

I, _____, a Notary Public in and for the County of _____, State of Missouri, do hereby certify that

_____ appeared before me on this date, signed this Agreement in my presence and declared the same to be his/her free act and deed and for the uses and purposes set forth in the Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____, at my office in _____ County, State of Missouri.

Signature Notary Public in and for the County of _____ State of Missouri.

SEAL

My Commission Expires: _____