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Section 1770.240 Voluntary Self-exclusion Program

Any individual wishing to reduce his or her incentive to purchase Illinois Lottery tickets may do so by participating in a voluntary self-exclusion program.

- a) In order to participate in the voluntary self-exclusion program, an individual must complete a self-exclusion agreement as set forth in Appendix B to this Part, sign the agreement in the presence of a notary public, and mail or otherwise deliver the signed and notarized agreement to the Illinois Lottery's Claims Unit at 101 West Jefferson, MC5-915, Springfield, Illinois 62702. The form may be obtained in person or by mail from any Lottery office or may be downloaded and printed from the Lottery's website.
- b) Upon receipt of the signed and notarized document, the Illinois 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 prize payment facilities or central office.
- c) Upon receipt of a voluntary self-exclusion agreement, the Lottery will take all reasonable steps, including but not limited to providing the enrollee's name and address to advertising and public relations firms retained by the Lottery and to staff in charge of in-house e-mail and fax lists, to remove the self-exclusion program 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 Illinois Lottery prizes that are unclaimed as a result of the voluntary self-exclusion program shall be handled in the same manner as other unclaimed prizes and *may be included in the prize pool of such special drawing or drawings as the Division may, from time to time, designate. All unclaimed prize money not included in the prize pool of a special drawing shall be transferred to the Common School Fund.* [20 ILCS 1605/19]
- e) Removal from Self-Exclusion List
 - 1) Upon the expiration of 5 years from the date of placement on the Lottery's voluntary self-exclusion list, an individual may request that he or she be removed from the list based upon the elimination of a mental health or medical condition underlying the person's acknowledgment that he or she was a problem gambler and unable to gamble responsibly. The request for removal from the self-exclusion list must be in writing, be addressed to the Lottery Superintendent at the Lottery's central office in Springfield, and include the following:

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- A) Information as to treatment received for the person's gambling problem, length of treatment, and names and qualifications of treatment providers.
 - B) A waiver of liability of the Department of Revenue, Illinois Lottery, their agents and the State of Illinois for any damages that might arise out of any act or omission committed by the person as a consequence of his or her removal from the Lottery's voluntary self-exclusion list, including any monetary or other damages sustained in connection with the person's renewal of lottery ticket purchases or redemptions.
 - C) The requestor's name, address and taxpayer identification number and notarized signature (subscribed and sworn).
- 2) A decision whether to remove a person from the self-exclusion list shall be at the discretion of the Superintendent, and the Superintendent shall not rule on a request for removal from the voluntary self-exclusion list until all of the requirements of this subsection (e) are met. Written notification of the determination will be sent to the requestor by certified mail.
- f) Any information as to mental health or medical conditions received pursuant to this Section will be maintained pursuant to the Mental Health and Developmental Disabilities Confidentiality Act [740 ILCS 110] and other applicable federal and State laws.

(Source: Added at 32 Ill. Reg. 14888, effective August 28, 2008)

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Section 1770.APPENDIX B Voluntary Self-exclusion Agreement

ILLINOIS LOTTERY
 SELF-EXCLUSION FROM PLAY
 AND PRIZE PAYMENT AGREEMENT

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_____, of _____, in the State of
 _____ Illinois,
 (Name of Individual Signing Contract) (City of Residence)

hereinafter "Player", and the Illinois Lottery, a Division of the Illinois 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 she/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 Player would otherwise be entitled by virtue of playing lottery games and/or otherwise possessing lottery tickets presented for payment.
4. 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 Lottery's regional offices and through Lottery Central whenever such denial is feasible. Player acknowledges that enforcement of this agreement at retailer locations is currently not feasible.
5. 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 Illinois.
6. 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 lottery 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 Public Information Officer by phone at 800-252-1775 if Player receives any promotional materials from Lottery and Lottery agrees to take corrective action upon receipt of that notification. Player understands and agrees that, although Lottery will

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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, Player requests that, from this date forward, Player be deemed ineligible to play any Illinois 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 Illinois Lottery game, until such time as Player may request and be approved for removal from the self-exclusion list pursuant to 11 Ill. Adm. Code 1770.240(e). To that end, and to facilitate Lottery's implementation of this agreement to be banned from Lottery gaming, Player furnishes the following information:

My Full Name (and any nicknames): _____

My Address: _____

City: _____ State: _____ Zip: _____

Telephone #: () _____

Driver's License #: _____ State: _____

Date of Birth: mm/dd/yr: _____

Social Security #: _____

Email Address: _____

I (Player) acknowledge that, by signing this Self-Exclusion from Play and Prize Payment Agreement, I knowingly and intentionally, and for valuable consideration, including Lottery's efforts to implement my exclusion, 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 Illinois Lottery gaming products. Specifically, I acknowledge that, during the term of this contract, I agree to waive any right to claim a prize pursuant to the Illinois Lottery Law [20 ILCS 1605] and the administrative rules promulgated thereunder (11 Ill. Adm. Code 1770). I understand and agree that any lottery prize that would otherwise be due me shall be deemed void and uncollectible and that any such prize shall be deemed to be an unclaimed prize within the meaning of Section 19 of the Illinois Lottery Law [20 ILCS 1605/19] 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 Illinois despite this Agreement. I further understand and acknowledge that I am not entitled to a refund of any purchase price even though any Illinois Lottery product purchased by me is deemed

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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.

I agree to indemnify Lottery, its board 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, I, for myself and my family members, heirs and legal representatives, hereby release and forever discharge Lottery, its board 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 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 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 nonperformance of this self-exclusion request.

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

If a prize payment is made to me in error, I further request that, to the extent practical and feasible, the Illinois Lottery, its officers, board members, business partners, employees, agents, retailers, affiliates, contractors and licensees, and their heirs, successors and assigns, confiscate or 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.

Signed this _____ day of _____, 2_____

PLAYER

State of _____)

County of _____)

I, _____, a Notary Public, in and for the County and State

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aforesaid, do hereby certify that _____, who acknowledged to me that she/he is the person described as "Player" in the above and foregoing "Illinois Lottery Self-Exclusion from Play and Prize Payment Agreement", appeared before me on the date shown immediately above his/her signature, signed this Agreement in my presence, and declared the act of signing to be of his/her own free will and accord.

Notary Public

(SEAL)

ILLINOIS LOTTERY

Signed this _____ day of _____, 2_____

By: _____

Its: _____

State of Illinois)

)

County of _____)

I, _____, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____, a person known to me to be a duly-authorized officer of the Illinois Lottery, appeared before me on the date shown immediately above his/her signature, signed this Agreement in my presence for and on behalf of the Illinois Lottery, and declared the act of signing to be of his/her own free will and accord and for the uses and purposes set forth in the Illinois Lottery Self-Exclusion from Play and Prize Payment Agreement.

Notary Public

(SEAL)

(Source: Added at 32 Ill. Reg. 14888, effective August 28, 2008)