

VIRGINIA LOTTERY SERVICES PORTAL TERMS OF USE

Acceptance of Terms

This website portal ("Portal") is operated on behalf of the Virginia Lottery (herein "Virginia Lottery," "we" or "us") by the Virginia Lottery's gaming system provider. This Portal is intended and authorized for use and access by official licensed Virginia Lottery Retailers ("Retailer" or "you") only. These Terms of Use, along with any additional terms and conditions that are referenced herein or that are presented elsewhere on the Portal, including the [Privacy Policy](#) and any terms in relation to a specific service or feature on the Portal (collectively, "Terms of Use"), set forth the terms and conditions that apply to your use of the Portal. By using the Portal, you accept and agree to comply with all of the terms and conditions hereof. If you do not agree to these Terms of Use, you should not access or use the Portal.

Your access to and use of this Portal is also subject to all applicable laws, rules, regulations, policies and procedures of the Virginia Lottery, which are incorporated herein by this reference and constitute an integral part of these Terms of Use. Only authorized Retailers who provide us with the requested information will be able to access and obtain Retailer reports, data and other information relevant to Retailer's account and status as a Retailer available by or through the Portal (as determined by us in our discretion), and/or otherwise participate in the Portal's activities and offerings ("Retailer Information"). Information collected by us through the Portal is subject to the [Privacy Policy](#) posted on the Portal and incorporated herein by reference. By interacting through the Portal, you agree and consent to conduct the transactions available through the Portal and to communicate with us regarding all such matters by electronic and other means contemplated herein. Please read these Terms of Use (including the [Privacy Policy](#)) carefully. If you do not accept and agree to be bound by any of these Terms of Use, you are not authorized to access or otherwise use this Portal or any Retailer Information available through the Portal.

We can change or update these Terms of Use at any time without notifying you, and such changes or updates will be effective immediately upon posting. If you continue to use this Portal after such changes or updates are posted, you will be deemed to agree to such changes or updates. Unless otherwise indicated, any new products, features, information or services added to the Portal will also be subject to these Terms of Use and constitute Retailer Information. Please review the Portal and these Terms of Use periodically for changes and updates.

Please contact us as indicated under "How to Contact Us" if you have any questions or would like additional information.

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You may not use, disclose, copy, sell, resell, visit, or otherwise exploit for any commercial purpose the Portal or any portion of the Portal or the Retailer Information, except for permitted uses as specified below. You may not alter, modify or tamper with the Portal in any manner whatsoever or circumvent our procedures regarding access to or use of the Portal, or attempt to do any of the foregoing. Further, as a condition to your use of and access to the Portal, you represent and warrant that all affidavits, statements, information, certifications, representations, warranties and covenants set forth in and/or as part of the Retailer Application, Retailer Contract, including any Addendum, and Retailer Rules and Regulations, are true and accurate in all material respects. You further represent and warrant that all information provided through the Portal is and will be submitted by you as the licensed Retailer or by your duly authorized representative, and is and will be true, accurate and complete, without any material omission. You agree to maintain the confidentiality of account passwords and accept full responsibility for all activities conducted and all information provided through the Portal account. Any use of the Portal not expressly authorized in these Terms of Use or on the applicable portion of the Portal is expressly prohibited. Further, use in any manner other than as authorized hereunder will be considered a violation of this Terms of Use and subject the violating Retailer to any and all remedies available to us, including administrative actions such as license suspension or revocation and/or civil and/or criminal penalties. Further, and without limiting any other provision in these Terms of Use, any unauthorized use of the Portal or Retailer Information terminates the permission or license granted by us. As between us, we retain all right, title, and interest in the Portal, information submitted to us through the Portal and the Retailer Information, including any and all intellectual property rights in the foregoing. We reserve all rights not expressly granted for ourselves and on behalf of our licensors.

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Ownership of information submitted via this Site

With the exception of any personal information you submit (which will be maintained in accordance with our [Privacy Policy](#)), any information you transmit to us via this Site, whether by direct entry, submission, email or otherwise, including data, questions, comments, feedback or suggestions, will be treated as non-confidential and non-proprietary and will become the property of the Virginia Lottery. Such information may be used for any and all commercial and noncommercial purposes, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting, without any obligation to you, whether financial, attribution or otherwise.

By sending us your communications via the Portal or by any other means, you are giving us permission to contact you via those same means (e.g. email, short message service (SMS) or text message, etc.) and to use any ideas, concepts, know-how, or techniques contained in those communications (including, without limitation, games and game ideas) without notice or obligation to you. When you submit any material or information subject to protection under intellectual property laws (e.g., photos, videos, articles, etc.) to the Portal, you represent, warrant and covenant to us that you have the necessary rights to copy and display such information.

Prohibited Use

In connection with your use of the Portal, and without limiting other restrictions set forth in these Terms of Use, you agree you will use the Portal only for the business purpose for which it was intended and you will not:

- (a) Upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another party's right of privacy or publicity.
- (b) Create a false identity to mislead others or impersonate any person.
- (c) Upload or transmit any material that you do not have a right to reproduce, display or transmit by law or other agreement.

- (d) Upload files with viruses, Trojan horses, worms, time bombs, cabal-bots, corrupted files, or any other similar, malicious software or programs.
- (h) Violate any local, state, national or international law or use the site for any unlawful, unauthorized, fraudulent or malicious purpose.
- (i) Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party.
- (k) Manipulate or otherwise display the Portal by using framing, creating deep-links to the Portal by by-passing the Portal's home page, mirroring or similar navigational technology or directly link to any portion of the Site other than the main homepage.
- (l) Probe, scan, test the vulnerability of or breach the authentication measures of the Portal or any related networks or systems.
- (m) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe any party for any services if you are not expressly authorized by such party to do so.
- (n) Harvest or otherwise collect information about others, including email addresses, or gain unauthorized access to any other accounts, computer systems or networks.
- (o) Use any robot, spider, scraper, or other automated or manual means to access the Portal, or copy any content or information on the Portal.
- (p) Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Portal.

We reserve the right to take whatever lawful actions we may deem appropriate (whether at law or in equity) in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the Retailer's access and/or account.

Links to Third-Party Sites

The Portal may contain information and links to other sites and offerings owned, operated or provided by parties other than us. Such information, links and access are provided only for ready reference, ease of use and/or your consideration. We do not control such third-party products, websites or offerings, and we are not responsible or liable for their terms of use, privacy practices, operation, content or accuracy. We do not endorse these websites, products or the content or services provided there. We accept no liability for any information, products, advertisements, content, services or software accessible through these third-party websites, for business and/or privacy practices of such third parties or for any action you may take as a result of linking to any such website.

YOU AGREE THAT YOUR USE OF LINKED THIRD-PARTY WEBSITES, OFFERINGS AND RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE AND PRIVACY POLICIES APPLICABLE TO SUCH WEBSITES, OFFERINGS AND RESOURCES, AND THAT WE HAVE NO LIABILITY FOR SUCH USE OR PRODUCTS ACQUIRED OR PURCHASED THEREON.

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Reservation of Rights

We reserve the right in our sole discretion and at any time (i) to deny any account creation request, (ii) to terminate your account and access to the Portal, (iii) to cease providing any or all of the Retailer Information and/or remove any content or features from the Portal, and/or (iv) to modify, interrupt, limit, suspend or discontinue, temporarily or permanently, the Portal or access to the Portal. We are not liable to you or to any third party for any such modifications, suspensions or discontinuances of the Portal or access.

Site Privacy Policy

Please see our [Privacy Policy](#) for information about our practices and procedures for personal information we collect through the Portal.

Limited Warranty and Warranty Disclaimer

We prepare and provide the Retailer Information and other materials through the Portal as a convenience solely in connection with your status as an official licensed Retailer. We make no representation, warranty or guarantee about the accuracy, completeness, or adequacy of the Retailer Information or other information contained in or linked to the Portal. Additional information generally applicable to the Portal is set forth in the [Frequently Asked Questions](#), and you may want to refer to such information prior to your use of the Portal.

The information and descriptions contained in the Portal are provided solely for general informational purposes.

YOUR USE OF THE PORTAL IS AT YOUR SOLE RISK. ALL INFORMATION, PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PORTAL, INCLUDING INFORMATION CONTAINED HEREIN, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY. WE MAKE NO WARRANTY THAT THE PORTAL OR ITS CONTENT OR INFORMATION IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.

LIMITATION OF LIABILITY

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL WE AND THE COMMONWEALTH OF VIRGINIA, OR ANY OF OUR SUPPLIERS, AFFILIATES OR SUCCESSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO YOUR USE OR THE INABILITY TO USE THE PORTAL OR THE RETAILER INFORMATION, PRODUCTS, SERVICES OR OTHER MATERIALS, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Warranty Disclaimer and/or Limitation of Liability May Not Apply

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this limited warranty will not apply to the extent prohibited by applicable law.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE VIRGINIA LOTTERY, THE COMMONWEALTH OF VIRGINIA, AND THEIR BOARD MEMBERS, OFFICERS, DIRECTORS, VENDORS, AGENTS, LICENSEES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, THAT MAY, AT ANY TIME, ARISE OUT OF OR RELATE TO YOUR AUTHORIZED, UNAUTHORIZED, LAWFUL OR UNLAWFUL USE OF THE PORTAL OR ANY RETAILER INFORMATION, YOUR BREACH OF THESE TERMS OF USE, YOUR INABILITY TO ACCESS THE PORTAL OR ANY RETAILER INFORMATION AVAILABLE ON OR THROUGH THE PORTAL, THE USE OF ANY LINKED WEBSITES, YOUR RELIANCE ON ANY ERRORS OR OMISSIONS ON THE PORTAL OR IN THE RETAILER INFORMATION, OR THE PROPAGATION AND/OR CONTRACTION OF ANY COMPUTER VIRUS IN CONNECTION WITH YOUR USE OF THE PORTAL OR RETAILER INFORMATION.

Notices

Any general, non-Retailer specific notices to you from us regarding the Portal, the Retailer Information or these Terms of Use will be posted on this Portal or made by email or regular mail.

Electronic Communications

When you visit the Portal, send emails, text, opt to receive SMS notifications, or otherwise submit materials to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, SMS, text, or by posting notices on the Portal. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

SMS Notifications

By opting in to the Virginia Lottery's Retailer Wizard Portal alerts, you agree to receive SMS notifications from us at the mobile number* you provided when opting in. These messages are intended to keep you informed of important Virginia Lottery updates and product services. Depending on which notifications you have opted to receive, you may receive up to 40 messages per month. You may opt in for SMS notifications by visiting your user profile on the Site. You may unsubscribe from the SMS notifications at any time by responding or texting STOP, STOPALL, UNSUBSCRIBE, CANCEL, END or QUIT to 35684. Reply HELP for Help. You may also opt out of SMS notifications by calling 1-804-692-7777 or by contacting customer care at: salesupport@valottery.com. Message and data rates may apply. Neither the Lottery or the phone carriers are liable for delayed or undelivered messages.

*Your number will not be shared or sold to third parties except in such cases described in our Lottery Services Portal [Privacy Policy](#).

Entire Agreement

The Terms of Use, including all materials incorporated herein by reference, constitute the entire agreement between us and you in connection with your use of the Portal and the Retailer Information and supersedes any prior agreements between the Virginia Lottery and you regarding use of the Portal, including prior versions of any of these Terms of Use; subject, however, to the continued validity and applicability of all terms of the Retailer Contract and Retailer Rules and Regulations.

Governing Law; Jurisdiction; Venue; Severability of Provisions

THESE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. ONLY AFTER EXHAUSTION OF ALL REMEDIES AND PROCEDURES IN THE RETAILER DISPUTE RESOLUTION PROCEDURES OF THE VIRGINIA LOTTERY, IF APPLICABLE LAW PERMITS ANY FURTHER APPEALS, ANY SUCH APPEAL MUST BE BROUGHT SOLELY IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND, VIRGINIA.

Without limiting the foregoing, all laws applicable to the Virginia Lottery and Products available from it pursuant to special statute and all rules and regulations of the Virginia Lottery shall be deemed incorporated in these Terms of Use and shall constitute an integral part hereof. Pursuant to applicable law, specifically including, without limitation, the Virginia Freedom of Information Act and the Virginia state lottery laws, certain information submitted to us and requests for certain products and services and certain other purposes shall be regarded as matters of public record and may be released by us. All parts of these Terms apply to the maximum extent permitted by law. Both parties agree that if either party cannot enforce a portion of these Terms as written, then that portion will be replaced with

terms that most closely match the intent of the portion that cannot be enforced to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

Password Accounts, Passwords, and Security

You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account regardless of whether you authorized such access or use. You agree to (a) immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses we or another party incur due to someone else using your account and/or password. You may not use anyone else's account at any time.

Remedies

Without limiting any other provision set forth in these Terms of Use, you agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

How to Contact Us

If you have any questions about the Terms of Use, please contact us by any of the channels described in “Contact Us” section of the Portal.