

## Alerts Terms and Conditions

**Important: This is a legal agreement between the New Mexico Lottery Authority ("NMLA") and the user ("you" or "user"). Please read the following terms carefully. By joining the VIP Club, you agree to these terms and conditions whether or not you have read them. If you do not agree to this, you may not access or otherwise use the service. The NMLA reserves the right to modify the terms and conditions at any time without notice. Please review this page whenever you access or use the NMLA service. Your continued use of the service will signify your acceptance of any amended terms and conditions.**

**1. Text Alerts and Emails Alerts:** Text Alerts consist of the forwarding of information that you have requested from or that has been provided by the NMLA. The information will be provided as a text message via your mobile phone carrier to your mobile device.

Email Alerts consist of the forwarding of information that you have requested from or that has been provided by the NMLA via electronic or digital messages sent to your computer or other device.

Text Alerts and Email Alerts are sent as standard rate, meaning that we do not charge you for the messages but you may be charged by your service provider or carrier depending on your messaging plan. You are subscribed to alerts until such time as you return to this site to deactivate them.

Messages are sent at different frequencies depending on type:

- Winning number alerts — whenever numbers for that lottery game are drawn and finalized
- Jackpot alerts — when jackpots reach a predetermined amount
- Winner alerts — when large prizes are claimed at the NMLA
- Promotional alerts — when a contest, promotion or survey is announced.

The type of information that you ask the NMLA to send you is determined by the selections you make on the New Mexico Lottery VIP Club website. The NMLA does not warrant that the Alerts Service will be uninterrupted or error free.

This text messaging service may be compatible with carriers listed on the text alert signup page, and with the relevant devices on that carrier. The email messaging service requires a valid and operable email address, and may be dependent on compatible internet services, software programs that screen, filter or block messages, and other features of your internet service or computer device.

**2. User's Responsibility:** When you register to receive the Text Alerts and Email Alerts, you warrant that you are the legal owner or authorized user of the mobile device or the computer device on which you registered to receive Text Alert and Email Alert messages and that you are authorized to incur any charges that may result from receiving the Text Alert or Email messages. When you register for the Text Alert or Email messages, you must provide accurate and current information regarding your identity.

**3. Personal Information:** You will need to provide the NMLA with some personal information in order to subscribe to the Text Alert and Email Alert messages. The personal data you provide when you subscribe is the property of the NMLA and will be used in accordance with applicable privacy policies.

**4. Disclaimer of Warranties.** The NMLA makes no warranties, guarantees, or representations, express or implied, as to the content, accuracy, completeness, reliability or timeliness of the information contained in the Text Alerts and Email Alerts, or provided by the service, nor as to the results to be obtained by any person from the use of the service.

The NMLA makes no warranties, express or implied, with respect to the fitness for a particular purpose or use of the service.

THE NMLA SHALL HAVE NO LIABILITY TO OR THROUGH THE USER FOR LOST PROFITS OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM THE USE OF, OR INABILITY TO USE, THE SERVICE, FOR WHATEVER REASON.

Except as expressly provided in this Agreement by the NMLA, all representations, warranties and conditions, whether expressed or implied, are excluded to the fullest extent permitted by law.

**5. Limitation of Liability:** The NMLA shall have no liability for any error in the content of or for any delay or failure in the transmission of the Text Alerts, Email Alerts or service, and the NMLA does not provide any warranty as to the content, accuracy, completeness, reliability or timeliness of the information provided through the service. The service is intended solely to provide alerts, and all information should always be verified by contacting the NMLA before it is used in any way. Further, in the event of any discrepancy between the numbers provided in the Text Alerts or Email Alerts and the official winning numbers, the official winning numbers as certified by the Multi-State Lottery Association and/or the NMLA shall control. . Moreover, the user recognizes that the service may be adversely affected by local geography, topography and/or atmospheric conditions and/or other causes of interference or network coverage, and/or other events or circumstances that are outside the control of the NMLA. THE NMLA'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE CHARGE (IF ANY) MADE WITH RESPECT TO THE MESSAGE WITH RESPECT OF WHICH SUCH LIABILITY AROSE. The NMLA shall in no circumstances accept any liability in contract, tort (including negligence and breach of statutory duty) including but not limited to:

- Any loss of direct or indirect profit or business, goodwill, contracts, revenues, management time, wasted expenses, anticipated savings or loss of or damage to data or arising from loss of data; or
- Any increased costs or expenses; or
- Any indirect or consequential losses or damages of any nature whatsoever. The Parties intend for this limitation of liability provision to be as broad as allowable under law. To the extent any aspect of this limitation of liability provision is determined to be invalid, unenforceable or against public policy, the Parties agree that the remaining aspects of the provision shall remain in full force and effect and the provision shall be deemed modified to allow for the broadest limitation of liability that is valid and enforceable.

**6. Intellectual Property:** The service is provided solely for your personal use. You may not publish, copy, re-distribute or otherwise exploit any information that you receive via the Text Alert or Email Alert messages for any commercial purpose. The information that you receive via the Text Alerts or Email Alerts remains the intellectual property right of the NMLA and you acknowledge that you acquire no license or other rights in respect to the Text Alert or Email Alert messages, except to the extent required for your use of the Text Alert or Email Alert messages in accordance with these Terms and Conditions.

**7. Terminating Service:** The NMLA may suspend or terminate the service for any reason or no reason on ten (10) days notice to the user.

The NMLA may immediately suspend or terminate the service at any time where the NMLA, in its judgment, determines that you have violated any of these Terms and Conditions.

The NMLA may request that excessive users of the Text Alerts or Email Alerts reduce their use of the Text Alerts and Emails and the NMLA may, in its sole discretion, suspend or terminate your use of the Text Alerts or Email Alerts if you do not comply with any such request.

The NMLA may, in any event, be entitled to suspend its provision of the Text Alerts or Email Alerts at any time for either routine maintenance or to terminate this agreement immediately if the NMLA receives notice that your contract with your mobile phone carrier or service provider has been cancelled.

Termination of this Agreement for any reason shall not affect the accrued rights and obligations of the NMLA or you, including (without limitation) the right to recover damages against the other.

**8. General:** If any provision of this Agreement is held to be illegal, invalid or unenforceable, whether in whole or in part, the enforceability of the remainder of this Agreement shall not be affected.

The ability to receive Text Alert or Email Alert messages to your mobile device or computer device is dependent on individual mobile carrier or service provider agreements.

**9. Law:** This Agreement shall be interpreted and governed by New Mexico law, and the parties hereby agree that any actions or disputes arising under this Agreement shall be brought in New Mexico.

**10. No Waiver.** The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.

Messages from you to the New Mexico Lottery may be sent via email to [custservice@nmlottery.com](mailto:custservice@nmlottery.com).