

# OKLAHOMA LOTTERY COMMISSION

## SELF-EXCLUSION PROGRAM (SEP)

### AGREEMENT FOR SELF-EXCLUSION FROM PLAYING LOTTERY GAMES AND FROM PRIZE PAYMENT

- Attach Recent Photo Here  
- Attach copy of State Issued  
Photo ID to Agreement

This lifetime agreement is between \_\_\_\_\_, hereinafter the "Player", and the  
*(print or type name here)*

Oklahoma Lottery Commission, an instrumentality of the State of Oklahoma, hereinafter "OLC." In consideration of the agreed mutual benefits to be derived by the parties from Player's permanent cessation of lottery game play, the Player and OLC do hereby covenant and agree as follows:

1. Player acknowledges that s/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 s/he would otherwise be entitled by virtue of playing lottery games and/or otherwise possessing lottery tickets presented for payment.
4. OLC intends to honor the Player's commitment to abstain from playing Lottery's games by denying the Player access to redeem prizes for tickets or chances at the Lottery headquarters in Oklahoma City or at any one of the Lottery "super retailers" authorized to pay prizes greater than \$600, whenever such denial is feasible. By this agreement the Player acknowledges the Player is banned from playing Lottery games in Oklahoma. The Player acknowledges enforcement of this agreement at retailer locations is currently not feasible.
5. OLC represents and the Player acknowledges that compulsive or problem gambler participation in games offered by OLC 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 Oklahoma.
6. Lottery agrees to take reasonable steps to remove the Player's name from any mailing lists, web-based players' clubs or other promotional listings. The Player acknowledges that any lottery promotional materials sent in error to the Player by mail or electronically are not an invitation to play Lottery games. The Player agrees to immediately notify the OLC by phone at 405-522-7700 if the Player receives any promotional materials from OLC, and OLC agrees to take corrective action upon receipt of such notification. The Player understands and agrees that although the OLC will endeavor to exclude the Player's name from all such mailings, electronic communications, web-based players' club and other promotional listings, OLC cannot guarantee that the Player's name will not be included in such a mailing or listing. The Player understands and agrees that inclusion of the Player's name in any such lottery listing, club or promotional listing shall neither create nor be construed to create in the Player any right, claim or cause of action for damages against OLC or the State of Oklahoma.

**NOW, THEREFORE**, the Player requests that from this date forward, and at all times hereafter, the Player be deemed ineligible to play any Oklahoma Lottery game and be forever barred from claiming and/or receiving any cash payment or non-cash prize whatsoever that might be won as a result of the Player's purchase of a ticket or chance or of the Player's playing any Oklahoma Lottery game. To that end, and to facilitate OLC's implementation of the agreement to be banned from Lottery gaming, Player furnishes the following information:

*(Print or type the following information)*

**Player's Full Name:** \_\_\_\_\_

**Player's Nickname(s), if any:** \_\_\_\_\_

**Player's Current Address:** \_\_\_\_\_

\_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Player's Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Player's Driver's License Number:** \_\_\_\_\_ **State Issuing the DL:** \_\_\_\_\_

**Player's Date of Birth:** mm/dd/yr: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Player's Social Security Number:** \_\_\_\_ -- \_\_\_\_ -- \_\_\_\_\_

**Player's Email Address:** \_\_\_\_\_

**I (the Player) acknowledge that by signing this Agreement for Self-Exclusion From Playing Lottery Games and From Prize Payment, I knowingly and intentionally enter into a contractual relationship in which I relinquish and release any right, title, claim and chose in action on behalf of myself, my heirs, executors, administrators and assigns to any and all prize winnings that might otherwise accrue to me as a result of my purchase and/or play of OLC gaming products. Specifically, I acknowledge that by this contract I agree to waive any right to claim a prize pursuant to Title 3A, Section 701 and following sections, and pursuant to Chapter 429 of the Oklahoma Administrative Code.**

**I understand and agree that any lottery prize that would otherwise be due me shall be deemed void and uncollectible as for any prize associated with a ticket sold in violation of the Oklahoma Education Lottery Act (Title 3A, Section 724, Paragraph D) and that any such prize shall be deemed to be an unclaimed prize and handled in accordance with Title 3A, Section 724, Paragraph G of the Oklahoma Education Lottery Act.**

**I understand and agree that I will not seek to hold OLC liable in any way should I continue to play lottery games at any venue in the State of Oklahoma despite this Agreement. I further understand and acknowledge that I am not entitled to a refund of any purchase price even though any OLC 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 product purchased contrary to this Agreement.**

**I agree to indemnify OLC, its board members, business partners, officers, employees, agents, retailers, affiliates, contractors, licensees, their heirs, successors and assigns for any liability OLC, or any of those persons or entities named may incur relating to this request. Specifically, I, for myself, my family members, heirs and legal representatives hereby release and forever discharge the State of Oklahoma, OLC, its board, business partners, officers, employees, agents, retailers, affiliates, their heirs, successors and assigns, and those with whom OLC 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 non-performance of this Agreement, 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 for 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 Agreement.**

**I understand and intend that this release be general in nature, broadly construed and that it shall extend to the State of Oklahoma, OLC, its officers, board members, business partners, employees, agents,**

retailers, affiliates, contractors, licensees and their heirs, successors and assigns.

I further request that should any prize payment be made to me in error or as a result of deception on my part, that to the extent practical and feasible, the State of Oklahoma, OLC, its officers, board members, business partners, employees, agents, retailers, affiliates, contractors, licensees and their heirs, successors and assigns be, and they hereby are authorized to confiscate or stop any such payment, and to pursue any appropriate legal remedies for breach of this Agreement, thereby depriving me of the benefit of the prize payment. (this contents of this form were approved by the OLC Board of Trustees on 6/17/2014)

***(NOTE: sign and date in the presence of a notary public)***

\_\_\_\_\_  
Player's Printed Name

\_\_\_\_\_ Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Player's Signature

State of Oklahoma }  
County of \_\_\_\_\_ }  
ss

I, \_\_\_\_\_, a Notary Public, in and for the County and State, aforesaid, do hereby certify that \_\_\_\_\_, who acknowledged to me that s/he is the person described as "Player" in the above and foregoing "AGREEMENT FOR SELF-EXCLUSION FROM PLAYING LOTTERY GAMES AND FROM PRIZE PAYMENT," 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.

(SEAL)

\_\_\_\_\_  
Notary Public

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_

For the Oklahoma Lottery Commission: \_\_\_\_\_  
(printed name) (signature)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_

State of Oklahoma }  
County of Oklahoma }  
ss

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 Oklahoma Lottery Commission appeared before me on the date shown immediately above his/her signature, signed this Agreement in my presence for and on behalf of the Oklahoma Lottery Commission 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 Agreement.

(SEAL)

\_\_\_\_\_  
Notary Public