



Connecticut Lottery Corporation

Request for Proposals #CLC201301 Advertising and Marketing Services

ADDENDUM #2

February 27, 2013

As a follow-up to the CT Lottery's response to Question 86 of Addendum #1, reference is made to Section B of the attached contract.

The terms and requirements for the anticipated new Contract(s) will be based on the scope of services stated in this RFP, not the prior contract.

PROPOSALS ARE DUE NO LATER THAN 2:00 P.M. EASTERN STANDARD TIME ON MARCH 15, 2013.

ADVERTISING AND MARKETING SERVICES CONTRACT

THIS CONTRACT ("Contract"), dated this 1st day of July 2010, is between Connecticut Lottery Corporation, a Connecticut quasi-public agency with a place of business at 777 Brook Street, Rocky, Hill, Connecticut 06067 (the "CLC" or the "Lottery"), and Cashman + Katz Integrated Communications, LLC, a limited liability company with a principal place of business at 76 Eastern Boulevard, Glastonbury, Connecticut 06033 ("Cashman + Katz").

RECITALS:

WHEREAS, the CLC, through its Request for Proposal Number CLC201001, dated April 12, 2010 (the "RFP"), solicited proposals from interested vendors to provide advertising and marketing services for the CLC; and

WHEREAS, Cashman + Katz submitted a Proposal dated May 5, 2010 in response to the RFP ("Cashman + Katz's Proposal" or "Proposal"); and

WHEREAS, the CLC evaluated Cashman + Katz's Proposal and awarded Cashman + Katz the contract to provide the goods and services called for in the RFP.

NOW THEREFORE, the CLC and Cashman + Katz, in consideration of the foregoing recitals and the various mutual promises and agreements set forth herein, have agreed, and by this Contract do agree, as follows:

A. GENERAL TERMS AND CONDITIONS

1. Definitions. The following terms shall have the following meanings herein:

- a. "Division of Special Revenue," "Division," or "DOSR" – the CLC's regulatory agency.
- b. "High-Tier Claim Center" - a remote claim center where players can cash winning tickets valued between \$600 and \$5,000. There are currently a total of four (4) CLC High-Tier Claim Centers in the state; they are located in New London, Norwalk, Waterbury and West Haven.
- c. "Lottery Retailer" – a retailer, whether a natural or a legal person, that the CLC has authorized to sell and redeem Lottery tickets.

2. Scope. Under this Contract, Cashman + Katz will provide a full range of advertising and marketing services. These services, as more fully set forth in Section B of this Contract, include, but are not limited to, creative development and production, media planning and buying, design and development of point-of-sale materials, promotion development and implementation assistance, direct marketing, special event development and execution, and social marketing. Cashman + Katz will help further the CLC's overall marketing plan for retail sale of Lottery products to generate revenue for the State of Connecticut's General Fund, and other related activities as set out in Section B of this Contract. Finally, Cashman + Katz will assist in the development, execution and assessment of an integrated communications plan reaching players and prospective players for all Lottery games, Lottery retailers, stakeholders and other audiences.

3. Term. This Contract's term is three (3) years commencing on July 1, 2010 and expiring on June 30, 2013, unless extended or terminated as set forth herein. At its sole discretion, and providing the CLC gives Cashman + Katz no less than ninety (90) days written notice of its intent, the CLC may extend this Contract for up to two (2) one-year extensions, issued either separately or in whole, upon the same terms and conditions set forth herein and for the pricing set forth in the Pricing Schedule attached as Exhibit A and made a part hereof as though fully set forth.

4. Pricing and Payment Terms; Allocation of Costs. Payment terms are net thirty (30) days after receipt of goods, services or invoice, whichever is later, unless the CLC otherwise specifies, and shall be in accordance with the Pricing Schedule attached as Exhibit A and made a part hereof as though fully set forth. Unless otherwise stated in this Contract, all goods, services or product(s) provided by Cashman + Katz under this Contract, are included in the monthly fee as set forth in the aforementioned Pricing Schedule. Under this Contract, the CLC shall be responsible for all printing costs for its brochures, and other collateral. In addition, the costs of market research and production of all point-of-sale items shall be assigned the CLC's responsibility. The CLC shall also be responsible for costs incurred in the production of television commercials and radio spots, including talent charges and studio fees. All other costs shall be the responsibility of Cashman + Katz. Examples of costs to be paid by Cashman + Katz under this Contract include, but are not limited to, type and stats; materials for publication; shipping within Connecticut; postage; travel within Connecticut; attendance and registration fees for industry conferences and educational seminars; phone; negatives; separations; voice messaging; fax phone charges; fax lease; internet service; photography and prints; public relations printing; public relations copy; slides; artwork; negatives; production cost overruns; advertising copy; disks; CD-ROMs.

5. Cashman + Katz's Representations. Cashman + Katz represents, warrants and covenants, as appropriate, that:

- a. Its Proposal was made without collusion or fraud, and Cashman + Katz has not offered or received any kickbacks, gifts or inducements from any other vendor, supplier, manufacturer, subcontractor or other third party in connection with its Proposal; and
- b. It has not communicated with any officer, director or employee of the CLC, other than the Purchasing Officer, concerning the RFP, nor has it provided any payment, gift, loan, subscription, advance, deposit of money or service, present or promised, to any such person that is or was in any way related to the RFP, the Proposal or this Contract; and
- c. It is not currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut, or any other state, native American body or other governmental entity within the United States, nor is it an agent of any natural or legal person who or that is currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut or any other state, native American body or other governmental entity within the United States; and

- d. To the best of Cashman + Katz's knowledge, no CLC director, officer, agent or employee has any financial interest whatsoever in Cashman + Katz or Cashman + Katz's business; and
- e. It will notify the CLC in writing within ten (10) days of a substantial change in its financial condition. For purposes of this provision, a "substantial change in financial condition" means any loss or judgment that equals or exceeds ten percent (10%) of Cashman + Katz's net worth or that would jeopardize Cashman + Katz's ability to meet its obligations hereunder. Failure to notify the CLC of such a change shall be grounds for terminating this Contract; and
- f. It will notify the CLC in writing within ten (10) days of a substantial change in its ownership. For purposes of this provision, a "substantial change in ownership" means any merger, acquisition, assignment or change in parties who comprise ownership greater than 49% of Cashman + Katz or the parent company of Cashman + Katz. Failure to notify the CLC of such a change shall be grounds for terminating this Contract.

6. Required Security Information; Access. Cashman + Katz has provided the CLC with the following information and documents, which it hereby agrees to supplement within ten (10) days of any change therein:

- a. A list containing the names, addresses, dates of birth and Social Security numbers of all Cashman + Katz principals and all Cashman + Katz employees assigned to this Contract;
- b. Signed authorizations allowing law enforcement agencies to secure relevant background information about all Cashman + Katz principals and all Cashman + Katz employees assigned to this Contract; and
- c. Written certification, in the form attached as Exhibit B and made a part hereof as if more fully set forth, from all Cashman + Katz employees assigned to this Contract that: (i) they are prohibited from purchasing Lottery tickets and from receiving a prize(s) from said tickets during the term of this Contract; and (ii) any spouse, domestic partner, child, sibling or parent residing in the same household of a person assigned to this Contract is also prohibited from purchasing Connecticut Lottery tickets and from receiving a prize(s) from any such tickets during the term of this Contract. This prohibition may be expanded to include Cashman + Katz employees, independent contractors and subcontractors who are not directly assigned to the Contract, if the CLC or the Division determines it to be in its best interests to expand such prohibition.
- d. A current organizational chart, including names, titles and functions.

7. Taxes. Pursuant to Section 12-816 of the Connecticut General Statutes, as amended, the CLC is exempt from all state and certain federal taxation.

8. Ownership of Cashman + Katz's Proposal and Materials. Cashman + Katz's Proposal and all materials submitted to the CLC as part of its Proposal are the CLC's property, which the CLC shall not be required to return to Cashman + Katz.

9. Freedom of Information Act and Confidentiality of Data. All information submitted in connection with Cashman + Katz's Proposal or additional information Cashman + Katz provides to the CLC in performing this Contract is subject to disclosure under the Connecticut Freedom of Information Act, as amended and judicially interpreted. For any financial or other data that Cashman + Katz claims constitutes a trade secret or proprietary information, Cashman + Katz shall notify the CLC in writing of its claim of confidentiality and shall identify specifically the data or information it claims contain such confidential information. The CLC shall, to the extent permitted by law, protect from unauthorized use and disclosure all information and data related to Cashman + Katz's operation that Cashman + Katz has made available to the CLC and that Cashman + Katz has clearly designated as "confidential" in writing.

In connection with this Contract, Cashman + Katz will receive from the CLC financial, statistical, technical and other data related to Lottery operations, new game initiatives, or new promotional or marketing initiatives that the CLC claims is confidential and exempt from disclosure. Cashman + Katz shall, to the extent permitted by law, protect from unauthorized use and disclosure all information and data related to the Lottery's operation that the CLC has made available to Cashman + Katz and that the CLC has clearly designated as "confidential" in writing. Cashman + Katz shall not be required under this Section A.9 to treat in a confidential manner any data or information that is or becomes publicly available, was rightfully in Cashman + Katz's possession prior to the date of this Contract, is independently developed by Cashman + Katz outside the scope of this Contract, or is lawfully obtained from third parties.

Each party shall treat all confidential information of the other party with the same degree of care as it accords its own confidential information, and each party represents that it exercises reasonable care to protect its own confidential information.

If a party receives a request for the other party's confidential information, it shall immediately notify the other party in writing of such request and provide the other party with a copy of any written disclosure request. The party whose information is sought may provide written consent to the disclosure, or may object to the disclosure of said information by notifying the other party in writing to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure. The party whose information is sought shall be responsible for defending any complaint brought in connection with the nondisclosure, but the other party shall cooperate as requested, including but not only the giving of testimony.

Cashman + Katz shall not use CLC materials or data in any form in connection with any other procurement effort, whether public or private. Cashman + Katz shall indemnify, defend and hold CLC harmless from any and all costs, damages and expenses incurred in connection with any security breach or loss of confidential information by Cashman + Katz, its employees and/or subcontractors.

Cashman + Katz shall return to the CLC all of the CLC's confidential information when Cashman + Katz no longer needs it or upon the expiration or termination of this Contract, whichever first occurs.

All obligations under this Section A.9 shall survive the expiration or termination of this Contract.

10. Connecticut Qualification; Licenses and Approvals. Cashman + Katz represents and warrants that, to the extent required by law, it has a current certificate of authority or registration to do business in the State of Connecticut that is on file with Connecticut Secretary of State's Office. Cashman + Katz shall provide the CLC with written notice of the revocation, lapse or nonrenewal of such certificate of authority or registration within ten (10) days thereof.

11. Advertising and Printed Materials. Cashman + Katz shall not, either directly or indirectly, name the CLC, use the CLC logo or otherwise make any reference of any kind to the CLC in its advertising, news releases, brochures or other materials, or on its website, without the CLC's prior written consent. The CLC has the sole and exclusive right and title to all printed materials produced by Cashman + Katz for the CLC, and Cashman + Katz shall not copyright or claim ownership of any printed or electronic materials produced hereunder.

12. Qualifications of Cashman + Katz. Cashman + Katz acknowledges that the CLC, in collaboration with the Division and the Connecticut State Police, shall conduct investigations they deem appropriate and necessary to determine Cashman + Katz's ability to perform the Contract. Such investigation might include, but are not limited to, financial and criminal background investigations on those individuals who, in the CLC's and the Division's sole discretion, are employees involved in performing this Contract. The CLC shall have the right, without prior notice to Cashman + Katz, to conduct additional such investigations, including but not limited to subsequently identified principals, directors and employees, as the CLC and/or the Division in their sole discretion deem appropriate or necessary.

13. Licensing of Cashman + Katz and Employee Investigations. Cashman + Katz, its principals, directors, officers and employees assigned to this Contract must, during its term and at Cashman + Katz's sole cost and expense, be licensed by the Division. The CLC shall have the right to prohibit any Cashman + Katz employee from performing under this Contract based upon the results of background checks conducted as part of the licensing process.

14. Prime Contractor Responsibility. Cashman + Katz shall be solely responsible for providing the goods and services required by this Contract. The CLC shall consider Cashman + Katz to be the sole point of contact for all issues under and requirements of this Contract.

15. Non-Exclusive Rights. If the CLC determines that obtaining advertising or marketing services from another vendor is required or is in the CLC's best interests, the CLC shall have the right to contract for such services from any vendor the CLC, in its sole discretion, deems appropriate.

16. Approval of Subcontractors and Cashman + Katz's Responsibility. Cashman + Katz shall not subcontract any portion of the performance of this Contract without the CLC's prior written consent. If Cashman + Katz requests the CLC's consent to subcontract, the CLC shall have the right to perform background checks of each proposed subcontractor, its principals, and its employees expected to be assigned to such performance and, further, to require that such

individuals be licensed pursuant to and subject to the terms and conditions of Section A.13, above. The CLC's consent, if any, to subcontracting shall not in any way relieve Cashman + Katz of its obligations under this Contract, and Cashman + Katz shall remain fully and solely liable and responsible for the acts and omissions of its subcontractor and of other persons, whether directly or indirectly employed by its subcontractor.

17. Approval of Employees and Minimum Staffing Levels. The CLC and the Division each shall have the right to review and disapprove Cashman + Katz's proposed employee assignments to this Contract, including any changes therein. The CLC shall also have the right to require the removal of any Cashman + Katz employee at any time if the CLC, in its sole discretion, deems it in the CLC's best interests. The CLC shall require Cashman + Katz to maintain minimum staffing levels to meet the requirements of this Contract. As set forth in Section A.6a, above, Cashman + Katz shall provide the CLC with written notice of any change in the employees working on this Contract within ten (10) days of such change to, among other things, permit the CLC to accurately maintain its Ineligible Players Database.

18. Equal Business Opportunity. It is the CLC's policy to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in its procurement activities. Toward that end, the CLC participates in the State of Connecticut Supplier Diversity Program, under Connecticut General Statutes § 4a-60, whereby a certain percentage of its business purchases are placed with Small Business Enterprise vendors (SBE) and Minority Business Enterprise vendors (MBE) in an effort to meet or exceed an annual spending goal based on the CLC's approved budget. Accordingly, Cashman + Katz shall collaborate with the CLC's Purchasing Department and make reasonable good faith efforts to provide meaningful procurement opportunities to vendors registered with the Supplier Diversity Program when providing goods and services under this Contract.

19. Equal Employment Opportunity and Affirmative Action. Cashman + Katz shall comply with all applicable statutes, laws and regulations pertaining to equal employment opportunity and affirmative action.

20. Ethics in Public Contracting. Cashman + Katz represents and warrants to the CLC that: this Contract is made without collusion or fraud; Cashman + Katz has not offered or received any kickbacks or inducements from any vendor, supplier, manufacturer, subcontractor or other third party in connection with this Contract; and Cashman + Katz has not conferred on or promised to any State of Connecticut or quasi-public employee, entity, agent or public official connected in any way to the RFP, its Proposal or this Contract, any payment, loan, subscription, advance, deposit of money, gift, service, or present unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding the RFP, its Proposal or this Contract.

21. Code of Conduct. Because of the extremely sensitive nature of the lottery industry, Cashman + Katz shall perform all aspects of this Contract so as to maintain the CLC's operations and reputation and avoid any impropriety or appearance of impropriety.

22. Maintenance of Certain Records. Cashman + Katz shall maintain financial records, books and all other documents and data pertaining to this Contract in accordance with Generally Accepted Accounting Principles. All records pertaining to this Contract must be available to the

CLC, its auditors, and the Division at all times during the Contract and for five (5) full years from the later of the expiration/termination date or final payment date.

23. Account Executive. During the term of this Contract, Cashman + Katz shall assign a qualified account executive to this Contract, who must oversee all contractual obligations; attend and/or participate in all meetings, discussions and reviews; ensure timely invoice preparation and performance reports as required; serve as the liaison between the CLC and Cashman + Katz; and follow through on all CLC requests. Any change in Cashman + Katz's assignment of a qualified account executive shall be subject to the CLC's prior written approval.

24. Insurance. Cashman + Katz, at its sole cost and expense, shall obtain and maintain in force during the term of this Contract the following types and amounts of insurance coverage covering Cashman + Katz and its officers, employees and agents:

- a. General Liability. In the minimum amount of \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount; and
- b. Automobile Liability. In the minimum amount of \$1,000,000 Combined Single Limit. Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned, hired or non-owned automobiles used by or for Cashman + Katz in any capacity in connection with the performance of this Contract; and
- c. Workers Compensation and Employer's Liability. Workers Compensation coverage in accordance with all State of Connecticut statutes and regulations. In addition, Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease per employee, and \$500,000 disease policy limit; and
- d. Errors and Omissions. In the minimum amount of \$1,000,000 for each occurrence, with an aggregate minimum of \$1,000,000; and
- e. Commercial Umbrella Policy. In the amount of \$5,000,000; and
- f. Fidelity or Employee Theft. In the amount of \$50,000, covering any loss to the CLC due to any fraudulent or dishonest act on the part of Cashman + Katz's officers, employees or agents. The CLC reserves the right to increase the amount of coverage if the CLC feels that such an increase is in the CLC's best interests.

The required insurance policies shall be written by a company or companies licensed to issue insurance policies in the State of Connecticut, which company or companies shall have not less than an A- rating and a Class VI financial status as reported in the latest edition of Best's Insurance Guide. The CLC shall have the right to approve all insurance companies.

Cashman + Katz has delivered to the CLC a Certificate of Insurance, in a form satisfactory to the CLC, for the kinds and minimum amounts of insurance specified above. If, during the term of this Contract, any such insurance is replaced, superseded or written by an insurance company other than the companies listed on the Certificate of Insurance provided as a part of the Proposal, then Cashman + Katz shall, within fifteen (15) days, provide the CLC with an amended or replacement Certificate of Insurance, which shall: (a) list the "Connecticut Lottery Corporation, its directors, officers, employees, Lottery Retailers and agents" as additional insured with respect to liabilities and losses related to this Contract; and (b) shall require the insurance company to provide thirty (30) days advance written notice to the CLC, by certified mail, return receipt requested, of any change in, termination of, failure to renew, default, or cancellation of coverage.

Cashman + Katz shall require the insurance carriers of the required coverage to waive all rights of subrogation against the CLC, its directors, officers and employees.

If Cashman + Katz is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any.

Each of the above-required insurance policies shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CLC. No insurance required or furnished hereunder shall in any way relieve or diminish Cashman + Katz's responsibilities, obligations and liabilities under the Contract.

Cashman + Katz shall fully disclose any nonstandard exclusions for each required coverage.

25. Performance Bond or Surety. The CLC reserves the right to request Cashman + Katz to provide the CLC with a performance bond or other form of surety during the term of the Contract, in an amount determined by the CLC in a form satisfactory to the CLC if the CLC feels such requirement is in the CLC's best interests.

26. Defense, Indemnification and Hold Harmless. Cashman + Katz shall indemnify, defend, and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorneys' fees, arising out of or relating, directly or indirectly, to Cashman + Katz's malfeasance, misconduct, negligence or failure to meet its obligations under this Contract, or Cashman + Katz's actions and/or inactions during the preparation, submission and evaluation of the Proposal and/or during the time period prior to the execution of this Contract. Cashman + Katz's obligations in this Section A.26 shall not be limited in any way by any limitation on the amount or type of Cashman + Katz's insurance or on the damages, compensation or benefits payable by Cashman + Katz under Workers Compensation, disability benefit, or other employee benefits acts. Cashman + Katz shall pay any and all attorneys' fees incurred by the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut in enforcing Cashman + Katz's obligations under this Section A.26. The obligations in this Section A.26 shall survive the expiration or termination of this Contract.

27. Force Majeure. Neither party shall be liable for delays or performance failures resulting from or caused by acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, acts of war or terrorism, epidemics, or acts of federal or state agencies.

However, any such delay must be beyond the control and without the fault or negligence of the nonperforming party.

28. Termination of Contract.

- a. Termination Without Cause. The CLC shall have the right, in its sole discretion, to terminate this Contract, in whole or in part, without cause. Any such termination shall be effected by the CLC sending written notice to Cashman + Katz of its intent to terminate no less than forty-five (45) days prior to the termination date. In the event of such termination without cause, Cashman + Katz shall receive reimbursement for the cost of any materials, services or other expenses reasonably and actually incurred at the time of receipt of notification of termination and not otherwise usable or recoverable by Cashman + Katz. In connection with any such termination, the CLC shall have no other liability or obligation to Cashman + Katz, including, but not limited to, any obligation or liability for claims of lost profits or other consequential damages. Upon receipt of a notice of such termination without cause, Cashman + Katz shall take all steps necessary to mitigate the costs and expenses payable under this Section A.28a. Termination of the Contract without cause shall not excuse Cashman + Katz from any other liabilities that it may have incurred as a result of its failure to meet its obligations during the Contract.
- b. Termination With Cause. The CLC shall have the right, in its sole discretion, to terminate this Contract, in whole or in part, with cause upon written notice to Cashman + Katz. Such termination shall be without prejudice to any and all rights, remedies, and causes of action the CLC may have against Cashman + Katz. The CLC's right to terminate for cause includes, but is not limited to, the following events:
 - 1) Cashman + Katz materially fails to comply with any of its obligations and duties under this Contract; or
 - 2) A receiver, conservator, liquidator, or trustee of Cashman + Katz, or of any of its assets, is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or any order for relief is entered against Cashman + Katz under the federal bankruptcy code; or Cashman + Katz is adjudicated bankrupt or insolvent; or any material portion of the assets of Cashman + Katz is sequestered by court order and such order remains in effect for more than thirty (30) days after Cashman + Katz obtains knowledge thereof; or a petition is filed against Cashman + Katz under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within sixty (60) days; or
 - 3) Cashman + Katz files a case under the federal bankruptcy code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or
 - 4) Cashman + Katz makes any assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents

- to the appointment of a receiver, trustee, or liquidator of Cashman + Katz or of all or any part of its assets; or
- 5) Cashman + Katz's financial condition deteriorates such that there is reasonable doubt about Cashman + Katz's ability to meet its obligations under this Contract; or
 - 6) A writ or warrant of attachment or any similar process is issued by any court against all or any material portion of Cashman + Katz's assets, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) days after entry; or
 - 7) Any of the representations or warranties or certificates made or furnished by Cashman + Katz in the Proposal or this Contract is found by the CLC to have been materially false, deceptive, incorrect, or incomplete; or
 - 8) Cashman + Katz or its agents, contractors or subcontractors commits fraud or is involved in collusion, conspiracy or other unlawful or fraudulent activities, whether or not related to this Contract; or
 - 9) Cashman + Katz fails to adhere to the Division's licensing regulations and background checks; or
 - 10) The Division revokes Cashman + Katz's license.

Termination of the Contract does not excuse Cashman + Katz from any damage assessments incurred during the Contract.

29. Expiration of Contract and Transition to New Vendor. Upon the expiration or termination of the Contract, the CLC could award a new contract to a successor vendor for advertising and marketing services. The parties understand and agree that the CLC may utilize the last forty-five (45) days of the Contract for the orderly transition between Cashman + Katz and any successor vendor. Cashman + Katz shall cooperate fully and in good faith in that transition, which cooperation shall include, but not be limited to, the sharing of pertinent information (e.g., indexed files or artwork, production jobs, media schedules) as it relates to the implementation of the new contract.

30. No Assignment. Cashman + Katz shall not assign, subcontract or otherwise dispose of all or any of its obligations under this Contract to any third party without, in each instance, the CLC's prior written consent.

31. Responsible Play. Cashman + Katz shall provide its agents, employees, contractors, and subcontractors, any and all information the CLC provides to Cashman + Katz regarding the CLC's Responsible Play and other responsible play and responsible gaming related initiatives, including but not limited to procedures or training resources.

32. Failure of Performance. Without in any way limiting the non-exclusivity provisions afforded the CLC under Section A.15, Cashman + Katz's failure to deliver any goods or perform any services under this Contract constitutes immediate authority for the CLC to purchase such goods or services on the open market. Cashman + Katz shall promptly reimburse the CLC for the excess cost of these purchases. Such purchases shall be deducted from the contracted quantities.

33. Title To, and Use Of, Intellectual Property Rights and Patents, Copyrights, Trade and Service Marks and Trade Secrets. To the extent that Cashman + Katz utilizes or relies upon the Intellectual Property Rights of a third party in fulfilling its obligations under this Contract, Cashman + Katz will provide the CLC with whatever assurance the CLC deems necessary that the use of such third party Intellectual Property Rights is permissible. In addition, in the event of failure to perform or breach of Contract, Cashman + Katz must ensure continued right of use of licensed intellectual property by the Lottery. Cashman + Katz shall indemnify and hold harmless, the State of Connecticut, the CLC, its officers and directors, employees, other CLC vendors, agents and Lottery Retailers from any and all claims, damages, fees and expenses (including reasonable attorneys' fees) arising from or related to any claims that any or all of the products or services provided by Cashman + Katz under the Contract violates the Intellectual Property Rights of a third party.

All materials, processes and works developed and submitted by Cashman + Katz in its performance under the Contract will become the property of the CLC.

- a. Trade and/or Service Marks. Cashman + Katz will obtain and pay for Federal Trade and/or Service Mark and/or copyright searches, and State trade and/or service mark searches within Connecticut, on names or any aspect (i.e., music, artwork or phrases) chosen for games, advertisements or promotions by the CLC, and obtain a written opinion at its sole expense from trade and/or service mark counsel as to the advisability of the use of such names or any aspect (i.e., music, artwork or phrases) being used. The CLC shall then review each opinion and therefore determine the name or other aspect (i.e., music, artwork or phrases) of each game, advertisement or promotion and embody its decision via approval for the final mechanical art for each game, advertisement or promotion. In the event that a name or other aspect (i.e., music, artwork or phrases) so chosen by the CLC has been expressly determined to infringe or violate a Trade and/or Service Mark or copyrighted idea in connection with a game, advertisement or promotion as expressed in the opinion supplied hereunder by Cashman + Katz's trade and/or service mark counsel, Cashman + Katz shall be relieved of its indemnification responsibilities hereinafter described. It will be Cashman + Katz's responsibility to obtain a trade and/or service mark or copyright, as the case may be, of each chosen name for a game, promotion or advertisement. Should a name or any aspect (i.e., music, artwork or phrases) of a game, advertisement or promotion, chosen by the CLC be subject of a Trade and/or Service Mark or copyright held by Cashman + Katz, Cashman + Katz hereby agrees that the CLC shall have a license to use said Trade and/or Service Mark or copyright in connection with such game, promotion or advertisement or other aspect (i.e., music, artwork or phrases) of such game, promotion or advertisement then and in the future. Cashman + Katz agrees to indemnify and hold harmless the State of Connecticut, the CLC, its directors, officers, employees, agents, Lottery Retailers, their successors, assigns, customers and users of goods and services described in this Contract against any and all loss, damage or injury arising out of a claim or suit, or any related claim or suit, for alleged infringement of a Trade and/or Service Mark or name and Cashman + Katz shall be liable to the State of Connecticut, the CLC, its directors, officers, employees, agents and Lottery Retailers for all direct and/or consequential damages, including but not limited to loss of revenue to the State of Connecticut and the CLC resulting from such claim or suit. Cashman + Katz agrees that it will assume

the defense of any and all such suits and pay the costs and expenses incidental thereto (including reasonable attorneys' fees), subject to the right of the State of Connecticut and the CLC to provide additional legal counsel at their own expense. Such indemnification and obligations of this section shall survive the term of the Contract.

- b. Patents and/or Trade and Service Marks. Cashman + Katz agrees to indemnify and hold harmless the State of Connecticut, the CLC, its directors, officers, employees, agents, Lottery Retailers, their successors, assigns, customers and users of the goods and services provided under the Contract against any and all loss, damage or injury arising out of a claim or suit for alleged infringement of any patent relating to such goods or services for the use of any copyrighted or un-copyrighted composition, and Cashman + Katz shall be liable to the State of Connecticut, the CLC its directors, officers, employees, agents and Lottery Retailers for any direct or consequential damages, including but not limited to loss of revenue to the State of Connecticut and the CLC resulting from such claim or suit. Cashman + Katz agrees to assume the defense of any and all such suits and pay costs and expenses incidental thereto, subject to the right of the State of Connecticut and CLC to provide additional legal counsel at their own expense. Such indemnification and obligations of this section shall survive the term of the Contract.

34. Documentation, Accounting and Billing. Cashman + Katz recognizes that CLC Purchasing and Procurement policies and procedures will be followed and further agrees as follows:

- a. All information provided to the CLC for advertising and marketing services shall be done so electronically via email, with the exception of invoices.
- b. Cashman + Katz shall furnish to the CLC, in advance, a written cost estimate of all expenditures in connection with all services or projects recommended by Cashman + Katz or requested by the CLC. Prior to undertaking any projects, or committing any CLC funds, Cashman + Katz shall obtain written authorization from the CLC. For any expenditure for consumable items with a value estimated to be \$5,000 or more, Cashman + Katz must furnish the CLC with copies of at least three solicited bids for production of all expenditures in connection with all the services or projects recommended by Cashman + Katz or requested by the CLC.
- c. All estimates are to be uniform in appearance and include information satisfactory to meet CLC purchasing policies and finance department requirements. Estimates are to include but not be limited to the following items: i) fiscal year, ii) agency job number, iii) job title, iv) game number (if applicable), v) cost center category (print, out-of-home, public service, retailer, etc.), vi) project start and due dates, vii) agency services, viii) detailed costs and ix) identify Supplier Diversity registered small/minority vendor(s) if applicable.
- d. Media estimates are to include flight dates.
- e. Approval on estimates may only be given by the Vice President of Sales and Marketing, Chief Financial Officer, or the President & CEO, unless otherwise agreed to in writing.

- f. The CLC will not be responsible for expenditures for which prior written approval was not obtained.
- g. For clarity of process, job numbers and job titles - once assigned - are to be uniformly communicated on all documentation regarding projects.
- h. All invoices submitted to the CLC for payment shall be itemized and include appropriate back-up materials supporting each invoice. Back-up materials may include a signed copy of the cost estimate for the job, other supplier invoices for outside services, and/or written explanations or justifications for any overages that may have occurred.
- i. Cashman + Katz shall obtain all prompt payment or other similar discounts from media and suppliers in the performance of services hereunder. When Cashman + Katz receives a cash discount from media or suppliers, the CLC shall receive full allowance for each such discount provided. All billings for media advertising are to be net without any commission to Cashman + Katz. The monthly fee paid pursuant to the Pricing Schedule attached hereto as Exhibit A does not include radio and television commercial productions for which Cashman + Katz shall be reimbursed. Television or radio production billing shall not include any commission to Cashman + Katz. Costs for production required herein will be paid through Cashman + Katz without any markup. No internal costs shall be passed on to the CLC. Cashman + Katz shall solicit competitive quotations from production houses and with all factors considered being equal, shall make every attempt to award work to a Connecticut company.
- j. Cashman + Katz shall reconcile all outstanding invoices with the CLC no less than once per month.
- k. At each quarter-end, the reconciliation should be completed and communicated to the CLC within fifteen (15) days of the end of the quarter.
- l. Cashman + Katz shall maintain shared responsibility for budget control and cost control.
- m. Cashman + Katz recognizes that the CLC pays all media vendor invoices directly.

35. Compliance with Federal, State and Local Laws. Cashman + Katz shall comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

36. Connecticut Law and Courts. This Contract shall be governed in all respects by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut. Cashman + Katz irrevocably submits in any suit, action or proceeding arising out of this Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of the Connecticut Superior Court located in the Hartford Judicial District.

37. Notices. Except as otherwise provided in this Contract, any notice or notification required or permitted hereunder shall be in writing and shall be sent by a nationally-recognized overnight courier, or by United States registered or certified mail, as follows:

To the CLC:

Anne M. Noble
President & CEO
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067

To Cashman + Katz:

Tony Cashman, Principal
Cashman + Katz Integrated Communications, LLC
76 Eastern Boulevard
Glastonbury, CT 06033

38. Authorization and Entire Agreement. The CLC and Cashman + Katz each represent and warrant that it has full power, authority and legal right to execute, deliver and perform this Contract. This Contract, together with the attached exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any prior agreement, oral or written, between them and/or their representatives in connection with such subject matter.

39. Waiver. The failure of either party to enforce any term or condition of this Contract is not a waiver of such or any other terms or conditions contained herein.

40. Amendment. This Contract may not be changed or amended except by a writing executed by authorized representatives of both parties.

41. Severability. If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining portions will continue in full force and effect without being impaired or invalidated in any way.

42. Binding on Successors and Assigns. This Contract shall be binding and inure to the benefit of the successors and assigns of each party. This Contract may not be assigned by Cashman + Katz without prior written approval from the CLC.

43. Counterparts. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of the counterparts together shall constitute one and the same instrument.

B. SERVICE PROVIDED UNDER CONTRACT

Under the terms and conditions of this Contract the CLC will be given Preferred Client Status. Cashman + Katz will provide a full range of advertising and marketing services to further the overall business plan for retail sale of Lottery games to generate revenue for the State of Connecticut's General Fund. Cashman + Katz will assist the CLC in developing an integrated

marketing and advertising approach that brands the CLC and is designed to reach: 1) current players and prospective players for all Lottery games; 2) Lottery retail sales agents to assist them in increasing the sales of Lottery products and; 3) other audiences who can influence public attitudes and perceptions of the Lottery.

Cashman + Katz shall provide the full range of advertising and marketing services called for under this Contract to support current Lottery games, promotions and marketing initiatives as well as provide full advertising and marketing support in connection with the development, creation and introduction of any new Lottery games, promotions or marketing campaigns or initiatives.

The integrated marketing and advertising approach must address the above referenced audiences and seek to achieve the following objectives:

- a. Meet or exceed the CLC retail sales and revenue goals by: 1) expanding participation among current players; 2) attracting new players with a clear, focused, efficient presentation of the current games; and 3) creating fun and excitement through the introduction of new games;
- b. Increase players and prospective players' understanding of the various Lottery products;
- c. Reinforce the CLC's mission to raise revenue for the State of Connecticut's General Fund;
- d. Improve the Lottery Retailer's understanding, advocacy and promotion of Lottery products and the Lottery overall;
- e. Reinforce the credibility and integrity of the Lottery throughout all of the advertising and marketing programs through the adherence to the CLC's Code of Good Practice for the Connecticut Lottery Corporation Marketing Guidelines;
- f. Position the Lottery as a fun and entertaining option;
- g. Promote product sales to all age groups of legal gambling age; and,
- h. Support Social Responsibility efforts (Responsible Play, Scams, Fraud, AMBER Alert, SILVER Alert, etc.).

1. Advertising and Marketing Plan. Cashman + Katz shall develop a comprehensive annual written advertising plan which is subject to updates and quarterly reviews. The plan is to be based on the CLC's overall strategic business plan. The Plan is subject to the approval of the CLC and must be consistent with budget limitations and guidelines imposed by the CLC. Additionally, Cashman + Katz will be responsible for providing:

- a. A monthly Budget Recap Report, which includes expenditures for the fiscal year to date, approved commitments for planned expenditures, and any budget balances remaining or available. Reports, reconciled to CLC records, are due to the CLC by the 15th of the following month.

- b. Year-End Summaries of media expenditures (media and production) by type and product. These summaries are due 45 days after the end of the fiscal year.
- c. Timely submittal of all invoices to the CLC (within 30 days of completion of project or monthly media schedule).

2. Strategic Planning. Cashman + Katz shall provide strategic planning assistance in establishing the CLC's communications goals and strategies and help to structure on-going marketing programs.

3. Creative Strategies. Cashman + Katz shall translate advertising goals, jointly agreed upon by Cashman + Katz and the CLC, into creative strategies. From these creative strategies, Cashman + Katz will develop advertising and marketing concepts that are consistent with the CLC's mission and vision, product positioning goals and provide maximum impact.

4. Advertising and Marketing Campaigns. Cashman + Katz shall produce multiple advertising and marketing campaigns including, but not limited to, commercials, billboards and print media, with frequently overlapping implementation schedules. Specifically, Cashman + Katz will:

- a. Maintain timelines and meet production schedules while keeping the CLC informed of project status. These timelines will be established jointly by Cashman + Katz and the CLC prior to the start of the project.
- b. Maintain budgets that will be approved by the CLC prior to beginning work on the project. Budgets may not be exceeded without prior CLC approval.
- c. For any project for consumables with an estimated cost in excess of \$5,000, Cashman + Katz will be required to obtain at least three (3) bids from independent production companies for the CLC's evaluation. If Cashman + Katz has in-house production capabilities, they are expected to use these resources.

5. Media Planning and Placement. Cashman + Katz shall provide media planning and placement to achieve the maximum impact and cost-effectiveness. Cashman + Katz must have the capability to evaluate media cost, placement and efficiency. Cashman + Katz must have media negotiating skills that achieve maximum value-added or promotional opportunities related to media outlets, special events and onsite opportunities. Cashman + Katz will:

- a. Translate advertising and marketing plans into effective media buys which may include television, radio, newspaper, on-line, out-of-home, various electronic and digital advertising platforms, and social marketing.
- b. Provide a regular schedule of media buys for approval by the CLC prior to any media buy actually occurring.
- c. Develop and implement a post media buy evaluation and reporting methodology in order to provide the CLC the success level for each buy.

6. Artwork Design and Production. Cashman + Katz shall design and develop artwork and production specifications for all CLC point-of-sale and/or collateral materials including in-store displays, interior and exterior signage for all lottery retailer locations including those designated as High-Tier Claim Centers and sales promotion items, as well as Social Responsibility messaging. Cashman + Katz may be involved in managing subcontractors for

retailer sign installation. Some materials created by Cashman + Katz may be purchased by the CLC. Cashman + Katz will:

- a. Be responsible for conceptual development and all pre-production work leading up to delivering materials (artwork on disk).
- b. Be responsible for furnishing clean and complete production specifications for each point-of-sale collateral piece developed. Specifications are to be in a language understandable and acceptable by the printing trade.
- c. Play a consultative role in the actual production process, including reviewing proofs and monitoring delivery.

7. Project Timelines and Approvals. Cashman + Katz shall develop and seek approval on project briefs, creative strategies and implementation timelines for each project.

8. Multiple Campaign Options. Cashman + Katz must offer alternative campaigns, rather than only one creative solution to projects. At minimum, three (3) versions of creative products should be offered for review for each project.

9. Marketing Materials Creation and Production. Cashman + Katz will be responsible for the creation and production of all common CLC marketing materials, including but not limited to: Point-of-Sale items, direct mail and other materials required by the CLC to support sales and messaging (e.g., payout cards, wobblers, clings, posters, change mats and inserts, counter cards, in-store display monitor signage, mini-toppers, game brochures, winning number pads, play slip holders, ticket dispenser signage, 3-dimensional displays, product displays, postcards, note cards, banners, presentation checks, presentation plaques, promotional items - balloons, t-shirts, pens, pencils, giveaways, dispenser cards, newsletters (retailer, consumer, employee), retailer brochures, consumer publications including brochures and print mediums, annual report, billboards (mobile, digital, vinyl, jackpot) in-store jackpot signage, banners, corporate displays, special venue signage).

10. Creative Support. If requested by the CLC, Cashman + Katz shall assist in the creation of game names, ticket designs, game logos, trade characters or art for other uses by the CLC.

11. Event Planning and Management. Cashman + Katz may be responsible for assisting the CLC in planning and executing retailer, player and corporate meetings and events through the Contract period. Such events may include, but are not limited to: public hearings, retailer advisory board meetings, focus groups, fair and festival events throughout the state, second-chance drawing events and promotions, and sponsorships.

12. Third Party Alliances, Marketing and Promotional Support. Cashman + Katz shall create and execute marketing and promotional programs in support of agencies, alliances and initiatives for which the CLC is a funding source (e.g., The CT Partnership for Responsible Gambling, The CT Women's Problem Gambling Project, the Department of Mental Health and Addiction Services Problem Gambling Services, The CT Committee for Gambling Awareness).

13. New or Alternative Advertising and Marketing Programs and Products. Cashman + Katz shall investigate and report on new innovative advertising and marketing programs, including signage and point-of-sale products, programs and suppliers. When requested,

Cashman + Katz will provide a list of names and addresses to the CLC of potential vendors to supply these commodities. The CLC shall have final approval on all products, designs, etc., investigated, developed and reported on by Cashman + Katz prior to use.

14. Special Promotional Items or Events. Cashman + Katz shall design and develop special promotional items, signage for special events or high-profile locations, legislative exhibits or special presentation materials and other specialty items as requested by the CLC.

15. Direct Response Programs. Cashman + Katz shall create, produce and implement direct response programs and provide assistance in the areas of response tracking and data base management.

16. Account Management. Cashman + Katz shall provide daily account management with in-depth attention to organizing, planning, supervising and reviewing all CLC projects and budgets in progress at any time. Cashman + Katz shall commit to a level of service (number and experience of employees and corresponding number of full time equivalents) as is determined by the CLC from time to time throughout the term of the Contract.

17. Dedicated Account Team. Cashman + Katz must assign a dedicated account team that provides:

- a. Experience in advertising and marketing communications disciplines and practices, with an ability to communicate clearly and in a timely manner with both the CLC staff and the other members of the account team.
- b. Knowledge of internal and external Lottery information. The account service leaders must become familiar with and committed to all aspects of the account.
- c. Resource management skills, as well as the ability to inspire "best work possible" from the resources (e.g., creative, media, production, research).
- d. Familiarity with consumer product marketing dynamics and forward planning in order to help build the CLC's business.
- e. Continuing attention to production costs and cost controls to maximize quality consistent with budgetary constraints.
- f. Compatibility with CLC staff.
- g. Single accountability for processing estimates and invoices to the CLC.

18. Meetings Attendance and Reports. Cashman + Katz shall be available to attend various planning meetings with CLC staff and/or other CLC vendors. Cashman + Katz shall provide reports or minutes summarizing discussion highlights and action items resulting from meetings and discussions about the status of projects. Reports/minutes are to be provided within 48 hours of meeting/ discussion.

19. Additional Responsibilities and Duties.

a. Included in the monthly fee as set forth in the Pricing Schedule attached as Exhibit A are the following responsibilities that shall be performed or provided by Cashman + Katz upon the CLC's request

- 1) Attend and present status reports as needed to the Board of Directors.


- 2) Provide expertise on trademark and copyright issues, as needed and be responsible for copyrighting or registering trademarks, logos and commercials as directed and approved by the CLC.
- 3) Provide guidance and creative input with regard to design or design improvement of CLC products and promotions.
- 4) Review and provide guidance on the portfolio of products currently available to players, as well as advise for potential future games.
- 5) In conjunction with the CLC, manage negotiations for producing, procuring and/or telecasting special Lottery drawing shows.
- 6) Assist in the design and production of sets or other elements used for televising Lottery drawings.
- 7) Assist in the development, implementation and administration of special promotional programs, including but not limited to corporate sponsorship programs or cooperative partnership promotions.
- 8) Assist the CLC in planning and executing retailer incentive programs, special sales campaigns and other retailer promotions.
- 9) Provide input and advice concerning the content of the CLC's website.
- 10) Prepare and submit samples of advertising and marketing strategies used by the CLC to competitions and contests.

b. Focus Groups. Cashman + Katz shall coordinate Focus Groups upon the CLC's request at a price to be agreed upon.

c. Public Relations. At the discretion of the CLC, Cashman + Katz shall provide Public Relations services to the CLC on a set fee or hourly basis as set forth in the Pricing Schedule attached as Exhibit A.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the dates set forth below.

CONNECTICUT LOTTERY CORPORATION

By 

Its PRESIDENT, CEO

CASHMAN + KATZ INTEGRATED COMMUNICATIONS, LLC

By 

Its Principal 7/1/10

EXHIBIT A

PRICING SCHEDULE

ADVERTISING AND MARKETING SERVICES CONTRACT

CASHMAN + KATZ INTEGRATED COMMUNICATIONS, LLC

Contract Term	Fee Per Month
July 1, 2010 through June 30, 2013	Advertising & Marketing Services \$34,000 per month (with 6% annual increase in subsequent years).

SUPPLEMENTARY PRICING SCHEDULE

Option	Price	Additional Comments
Public Relations	\$5,500/month or as per Exhibit A-1	
Social Media	TBD	
Digital & Interactive Applications	TBD	Static Web Banners included in Monthly Fee
Event Management	TBD	Outside of Media Promotions, Media Promotions are included in Monthly Fee
Research	TBD	

Exhibit A-1

CASHMAN + KATZ HOURLY RATES

CREATIVE	
Concept/Creative Development	\$ 195
Art Direction – Design	\$ 185
Art Direction – Photo	\$ 185
Art Direction – Digital	\$ 185
Graphic Design + Layout	\$ 175
Digital Design + Layout	\$ 175
Design/Digital Support	\$ 115
Roughs/Comps	\$ 135
Typesetting	\$ 115
Illustration	\$ 185
Photoshop	\$ 135
Alterations/Revisions	\$ 125
Copywriting	\$ 165
STRATEGY/RESEARCH	
Principal/Partner	\$ 285
Strategic Planning	\$ 195
Account Planning	\$ 185
Research Project Management	\$ 165
Research Facilitation	Flat Fee

ACCOUNT SERVICE	
Principal/Partner	\$ 285
Account Director	\$ 195
Account Manager	\$ 175
Project Manager	\$ 165
Account Executive	\$ 155
Account Coordinator	\$ 135
OPERATIONS	
Production Management	\$ 165
Production Coordinator	\$ 145
Proofreading/Press Checks	\$ 115
Broadcast Production	\$ 185
Controller	\$ 165
Billing/Reconciliation	\$ 115
MEDIA	
Media Direction + Analysis	\$ 195
Media Planning	\$ 185
Media Buying	\$ 175
Media Coordination	\$ 135
Media Trafficking + Continuity	\$ 115
Media Reconciliation	\$ 115
Post Buy Audit + Analysis	\$ 145

PUBLIC RELATIONS	
Principal/Partner	\$ 285
Public Relations Director/Manager	\$ 195
Public Relations Account Executive	\$ 165
Public Relations Coordinator	\$ 135
Crisis Communications	\$ 285
Public Affairs/Issue Advocacy	\$ 195

EXHIBIT B

PROHIBITION AGAINST PLAYING THE CONNECTICUT LOTTERY

According to the terms and conditions of the Contract between the Connecticut Lottery Corporation and Cashman + Katz Integrated Communications, LLC effective July 1, 2010, any individual, employee or subcontractor assigned or engaged by Cashman + Katz Integrated Communications, LLC to work on the Connecticut Lottery Contract agrees not to purchase Connecticut lottery tickets, or Mega Millions tickets from any state, or receive a prize from said lottery tickets. Further, any spouse, domestic partner, child, sibling or parent residing as a member of the same household shall also be prohibited. This prohibition may be expanded to include Cashman + Katz Integrated Communications, LLC employees, independent contractors and subcontractors who are not directly assigned to duties associated with the Contract, if the CLC or the Division of Special Revenue determines it to be in the best interests to expand such prohibition.

By my signature below-affixed, I, _____, fully understand and agree to comply with this policy. It is also my understanding that compliance with this policy is required pursuant to my engagement with the Connecticut Lottery Corporation and may be grounds for termination if violated.

Signed: _____
Name of Employee/Subcontractor

Dated: _____