

California State Lottery Submission and Non-Confidentiality Agreement

California State Lottery
Attn: Idea Submissions
600 North 10th Street
Sacramento, CA 95811

By signing this Submission and Non-Confidentiality Agreement (“Agreement”), you agree that the following terms and conditions apply to the submission accompanying this agreement and submitted by you or your affiliates, representatives or agents (collectively referred to as “you”) to the California State Lottery (“Lottery”).

1. First, let us thank you for your interest in the Lottery. We appreciate your support of our efforts. Prior to receiving any ideas or materials you may have, we need you to understand the ground rules that we apply to all such submissions. The Lottery receives hundreds of new ideas every year. Often an idea offered by one individual will overlap an idea we have already developed in-house, or an idea offered by someone else. Our goal is to clarify the rights of both parties and to eliminate the confusion about who “owns” the idea.
2. Depending on the type of idea you have, you may have proprietary rights in it. Therefore, you should consider available protections (such as copyright or patent) before disclosing any ideas or material to the Lottery. Disclosing information to the Lottery without such protection may affect your ability to obtain, control or maintain your rights to such ideas or material. Please sign this Agreement only after you have obtained appropriate advice regarding the protection of your submission. Do not request advice on protecting your information and/or materials from the Lottery. Lottery employees are not authorized to consult with you on the appropriate protection for the information and materials included in your submission. Any decision regarding these matters must be based solely on your judgment and the advice of your own lawyers or consultants.
3. Submitting your information to the Lottery does not restrict your ability to present the same information to third parties.
4. You understand that the Lottery may currently have or previously have had access to and/or may create or have created ideas, systems or materials similar to those submitted in your submission. Certain ideas may be already in existence and available to everyone without limitation.

5. You understand and agree that unless there is an explicit written agreement between you and the Lottery stating otherwise, the Lottery is not under any obligation to compensate you for any idea or materials submitted, regardless of whether the Lottery pursues a similar or identical idea in the future or produces similar materials.

6. By providing this submission, you represent that you are the sole owner or author of the material or that you have a license from the owner/author to use and provide this material to the Lottery under the terms required by this Agreement and that (i) you have the authority to present the submission, (ii) you are legally free to disclose the information in the submission on a non-confidential basis, and (iii) no other person or entity has any right, title or interest in the submission (or that person or entity has given written permission for the submission to be so submitted).

7. Confidential material or trade secrets that belong to you or your organization or any third party **should not be included** in any unsolicited submission provided to the Lottery. The Lottery cannot agree to obligations of non-disclosure or confidentiality with regard to information provided in an unsolicited submission and any attempt to impose such an obligation is null and void and of no force and effect. Please note that by signing this Agreement, you agree that (i) such submission does not include any confidential information or trade secrets, and (ii) you have no expectation of confidentiality in your submission.

8. If your submission is covered by a patent, please provide a copy of the relevant patent. For submissions that are not covered by an issued patent or a published pending patent application, all claims against the Lottery, its successors, assignees, transferees, directors, commissioners, officers, employees, representatives and agents, and their respective heirs, executors, administrators, successors or assigns based on or arising out of any proprietary rights in the submission are expressly disclaimed by you.

9. The Lottery has no obligation to report its interest or lack of interest in, or activities related to, any submission or the reasons for any such lack of interest.

10. You agree and understand that any information you provide to the Lottery after you have signed this Agreement will be presumed to be within the scope of this Agreement.

11. You understand and freely and voluntarily accept the terms and conditions of this Agreement. This Agreement supersedes any agreement between you and the Lottery, whether written or oral, signed or unsigned, prior to the date of this Agreement with respect to the accompanying submission or any other submission by you to the Lottery, at any time. Any modification, amendment or waiver of the terms of this Agreement must be in writing signed by an authorized representative of the Lottery.

12. This Agreement and any dispute arising hereunder (whether for breach of contract, tort, or otherwise) will be governed by the laws of the state of California, without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of this Agreement will be brought exclusively in Sacramento County Superior Court, and you accept and submit to the personal jurisdiction of the Sacramento County Superior Court with respect to any legal actions, suits or proceedings arising out of this Agreement.

Name

Title

Signature

Date

Phone Number _____

E-mail Address _____

Web Address _____

Company Name _____

Address _____

City/State/Zip _____

Country _____

IMPORTANT!

**A SIGNED ORIGINAL OF THIS AGREEMENT MUST BE SUBMITTED IN
CONJUNCTION WITH ANY IDEA SUBMISSIONS.**