

## **POLICY MANUAL**

### **CHAPTER 3 - GAME RULES AND REGULATIONS**

#### **3.1 – DRAWING-STYLE GAME RULES**

##### **3.1.1 APPLICABILITY OF THESE RULES**

The Drawing-Style Game Rules contain specific rules, regulations, procedures, instructions and directives which apply to Drawing-Style Games developed and offered for distribution and sale to the public by the Tennessee Education Lottery Corporation (“TEL”), a public corporation created pursuant to the Tennessee Education Lottery Implementation Law (“Act”). The TEL will from time to time amend these Rules and adopt new Rules and Regulations that pertain to all Drawing-Style Games and that pertain to Game specific items for each Drawing-Style Game. In the event of a conflict among the Act, the Drawing-Style Game Rules and Regulations, and the Retailer Contract, the Act will govern the Drawing-Style Game Rules and Regulations and the Drawing-Style Game Rules will govern the Retailer Contract.

##### **3.1.2 DEFINITIONS**

Capitalized terms used herein shall have the meanings set forth in Appendix A attached hereto, unless otherwise defined in context.

##### **3.1.3 GENERAL RULES**

*Amended 8/23/06*

- A. Only Retailers who have entered into a Retailer Contract with the TEL, and have been approved by the TEL, in the TEL’s sole discretion, for the sale of Drawing-Style Games, are authorized to sell Drawing-Style Game Tickets. Drawing-Style Game Tickets may only be sold at the Retailer Business Location(s) listed in the Retailer Contract for which the TEL has authorized the sale of Tickets for Drawing-Style Games. Each Retailer Business Location shall offer for sale Tickets for all Drawing-Style Games it is authorized to sell by the TEL.
- B. The TEL will install a Drawing-Style Game Lottery Terminal at each of the Retailer Business Locations listed in the Retailer Contract for which the TEL has authorized the sale of Tickets for Drawing-Style Games.
- C. Retailer shall pay a fifteen dollar (\$15.00) per week service fee for each installed Lottery Terminal.
- D. By signing the Retailer Contract, Retailer acknowledges and agrees that it is responsible for making or having made, and bearing all costs associated therewith, any and all necessary or appropriate modifications to its

telecommunications systems or facilities which are reasonably requested by TEL to facilitate the installation, operation and maintenance of any lottery related equipment.

- E. Retailer shall provide, prior to the installation of Drawing-Style Game Lottery Terminal(s) by TEL, dedicated quadplex electrical outlet, for each terminal, which meets the following requirements: grounded, 110V/15 or 10 AMPS (isolated power circuit), and located no farther than six (6) feet from the applicable Drawing-Style Game Lottery Terminal. No electrical devices other than the TEL Drawing-Style Game Lottery Terminal shall be connected to, or operated from, the dedicated electrical outlet.
- F. Retailer shall provide approximately 2 feet by 4 feet of floor space at its business premises, which is acceptable to TEL, for a free-standing play station. Retailer further agrees to provide a space at least 20 inches wide, 30 inches deep and 30 inches high, which is acceptable to TEL, for its Drawing-Style Game Lottery Terminal(s) to allow proper ventilation, maintenance and material loading and removing.
- G. Retailer agrees that it shall be responsible for all expenses including telecommunications charges associated with all Retailer requested terminal relocations.
- H. Retailer shall sell Drawing-Style Game Tickets, for any and/or all Drawing-Style Games as authorized and directed by the TEL, at each of the Retailer Business Location(s) listed in the Retailer Contract for which the TEL has authorized the sale of Tickets for the respective Drawing-Style Games.
- I. If Retailer fails to meet the TEL's established minimum weekly sales average, the TEL may remove the full service Drawing-Style Games Lottery Terminal.

*Amended 3.31.10; 11.7.11; 8/13/14*

J. Selling Bonus

- 1. A \$25,000 incentive will be awarded to the TEL Retailer that sells the jackpot winning Powerball or Mega Millions Drawing-Style Game ticket or the jackpot prize in a MONOPOLY Millionaires' Club™ drawing. If there are multiple jackpot winning Powerball or Mega Millions tickets sold in Tennessee for a drawing, or multiple jackpot prize winning tickets sold in Tennessee for a MONOPOLY Millionaires' Club™ drawing, the \$25,000 incentive will be divided between or among the respective Retailers equally (based on the number of winning tickets sold by each Retailer).

2. The TEL will pay a selling bonus of \$5,000 to a Retailer who sells a winning non-jackpot Powerball Ticket (with or without PowerPlay), a Mega Millions Megaplier Ticket or a MONOPOLY Millionaires' Club™ Ticket if the prize is equal to or greater than one million dollars (\$1,000,000).
3. In addition to the foregoing, the TEL will pay a selling bonus of \$5,000 to a Retailer who sells a winning Drawing-Style Game Ticket (other than Powerball, Mega Millions or MONOPOLY Millionaires' Club™) if the prize won is equal to or greater than one million dollars (\$1,000,000).

### **3.1.4 DRAWING-STYLE GAME RULES**

#### **A. Sale of Drawing-Style Game Tickets**

Each Drawing-Style Game Ticket shall sell for the retail sales price authorized by the CEO and stated in the individual Game Rules.

#### **B. Game Procedures**

The Game Procedures for each Drawing-Style Game shall contain the following information:

1. Game name;
2. Prize structure;
3. Play style;
4. Retail sales price;
5. Frequency of Games and drawings and selection of winning Tickets or shares; and
6. Means of conducting drawings.

#### **C. Determination of Prize Winner**

1. A Claim Form shall be filed in the name of a single legal entity as Claimant, either one individual or one organization. Multiple payees are not permitted.
2. Groups, family units, clubs or organizations shall designate in writing one individual or entity to receive any prize.

3. If the back of a Ticket contains multiple signatures, or if a claim is erroneously entered with multiple Claimants, the signatories or Claimants shall designate one of them in writing as recipient of any prize. If they fail to designate an individual recipient, the CEO may designate anyone of the signatories or claimants as the sole recipient of any prize or the CEO may reject the claim.
4. A player's eligibility to win any prize is subject to the Ticket validation requirements provided in subsection (D) of this section.
5. All Claim Forms shall be completed and signed by the Claimant or duly authorized representative, as provided in 3.1.4(C) 6 and 7.
6. If the owner of a prize winning Ticket is unable to complete a Claim Form due to a legal, physical or other disability, a guardian, conservator, custodian, fiduciary or duly authorized representative having a power of attorney shall complete and sign a Claim Form on owner's behalf. The Claim Form shall indicate the name of the lawful payee.
7. If the person(s) signing the Claim Form is a personal representative of the estate of a deceased winner, that person shall submit his letter of administration or its legal equivalent showing the appointment from the court having jurisdiction over the estate.
8. A person who signs a Claim Form shall be deemed to have represented that the information contained therein is accurate and complete.
9. No incomplete Claim Form shall be processed for payment.
10. In accordance with the Act, the TEL is discharged from all liability upon payment of a prize. Additionally, payment of any prize to a Claimant shall discharge members of the Board, TEL employees, TEL attorneys, Retailers and Vendors of any further liability for payment of that prize to any person asserting a claim to that prize.

D. Ticket Validation Requirements

1. Each Drawing-Style Game Ticket shall be validated according to validation procedures prior to payment of a prize.
2. A Drawing-Style Game Ticket shall comply with all of the following:
  - a) The Ticket shall not be counterfeit or forged, in whole or part.

- b) The Ticket shall not be mutilated, altered, unreadable, reconstituted, or tampered with in any manner.
- c) The Ticket shall have been issued by the TEL in an authorized manner.
- d) The Ticket shall have been received or recorded by the TEL by applicable deadlines.
- e) In addition to the validation requirements, a Drawing-Style Game Ticket shall not be valid unless all of the following conditions are met:
  - i. The Ticket data shall have been recorded on the central computer system on magnetic tape or disk prior to the drawing, and the Ticket data shall match this computer record in every respect; and
  - ii. The Player's numbers, the Validation Number data and the drawing data of the Ticket shall appear on the official file of winning Tickets, confirmed via the TEL's internal control system and a Ticket with that exact data shall not have been previously paid.
- f) The Ticket and Validation Numbers must be present in their entirety and be fully legible.

*Amended 5/20/13*

- g) The play type, Validation Number, Retailer code and number must be correctly displayed on the Ticket.
  - h) The Ticket must not be blank or partially blank, misregistered, defective, or printed or produced in error.
  - i) A lottery Ticket shall be the only valid proof of the Play and the only valid instrument for claiming a prize.
  - j) The Ticket must be submitted within the statutorily required timeframe.
3. Any Ticket not passing all of the validation tests and requirements is void and ineligible for any prize and shall not be paid. The CEO may make an

exclusive determination to reimburse the player for the purchase price of the void Ticket.

4. If a defective Ticket is purchased, the TEL's only liability shall be reimbursement for the purchase price of the void Ticket.
5. Any person who submits a lottery Ticket for validation or who claims a prize, in whatever capacity, agrees to be bound and shall be bound by the provisions of the TEL's Drawing-Style Game Rules.

E. Ticket Responsibility

1. The purchaser of a Drawing-Style Game Ticket shall be solely responsible for verifying, at the time of purchase, the accuracy, legibility and condition of the data printed on the Ticket, and for determining that the Ticket accurately reflects the Play.
2. A Ticket is a bearer instrument until signed on the back by the Ticket holder. If the signature area is defaced, altered, or signed by more than one person, the TEL reserves the right to refuse payment.
3. The TEL shall not be responsible for lost, stolen, damaged or destroyed Tickets.
4. The TEL shall not be responsible for erroneous or mutilated Tickets.
5. The TEL shall not be responsible for Tickets claimed by a player in error for a lower prize at a Retailer.
6. The TEL may not pay prizes to any Claimant who purchases a Ticket from an unauthorized Retailer.
7. Exchange Tickets issued pursuant to a cashed multi-draw Play shall not be canceled.
8. The CEO shall not pay a prize on any canceled or voided Drawing-Style Game Ticket.

F. Disputed Ticket

If a dispute arises between the TEL and a Ticket Claimant concerning whether the Ticket is a winning Ticket and if the Ticket prize has not been paid, the CEO may, exclusively make a determination to, reimburse the Claimant for the purchase price of the disputed Ticket. This shall be the Claimant's exclusive remedy.

G. Game Termination and Prize Claim Period

1. The TEL, at any time may announce the termination date for an individual Drawing-Style Game. If this occurs, no Tickets shall be sold past the termination date.

*Amended 8/16/04*

2. Drawing-Style Game cash prizes shall be claimed within 180 days after the drawing in which the cash prize was won.

H. Governing Law

In purchasing a Ticket, the customer or player agrees to comply with, and abide by, the Act, other applicable Tennessee Law, all Rules and Regulations and all final decisions of the TEL, and all procedures and instructions established by the TEL or the CEO for the conduct of the respective Game.

I. Purchase and Prize Restrictions

1. No Drawing-Style Game Ticket may be purchased by and no prize shall be paid to any member of the Board or any member of a Board Member's immediate family, any officer or employee of the TEL, or any relative as defined by these policies at 6.9.2 residing in the same household in the principal place of residence of any such person. Nor shall any Ticket be purchased by and no prize shall be paid to any officer, employee, agent, or subcontractor of any Vendor or to any immediate family residing as a member of the same household in the principal place of residence of any such person if such officer, employee, agent, or subcontractor has access to confidential information which may compromise the integrity of the TEL.
2. No lottery Tickets or Shares shall be sold to persons under the age of eighteen (18); Nothing herein shall be construed to prevent the making of a gift of a lottery Ticket to a person under the age of eighteen (18), but no prize shall be paid directly to a Minor.
3. Retailers may not pay prizes over \$599 unless authorized by the TEL.
4. The TEL reserves the right to decline to accept a play.

J. Taxes and Debt Setoffs

1. All prizes are subject to applicable federal withholdings and federal income taxes; and
2. Prizes of \$600.00 and above are subject to Debt Setoff collection by claimant agencies.

K. Non Assignment

No rights of any person to a prize or a portion of a prize shall be assignable.

L. Payments to Persons Under a Legal Disability

1. The CEO shall direct payment to the duly authorized representative or fiduciary of a person under legal or other disability to receive a prize in accordance with the laws of Tennessee.
2. The CEO may petition a court of competent jurisdiction to determine the lawful payee in all cases involving the death of a prize winner, payment on behalf of a Minor or other person under a legal disability, or multiple Claimants.

M. Dissemination of Winning Numbers

The dissemination and publication of winning numbers by telephone or in the media is for informational purposes only, and the TEL shall not pay a prize based upon information obtained from winning number information lines or any source other than the official draw results electronically recorded in the central computer system.

N. Release of Information About Winners

1. A prize winner's name, city, county, and state of residence and the amount of the prize won shall be regarded as matters of public record which may be released by the TEL.
2. The TEL shall not release the street address or telephone number of a prize winner, except as may be required pursuant to lawful authority or urgent necessity.

*Amended 2/5/07*

O. Drawings

1. The CEO shall determine the time, frequency, date and method of the drawing(s) for each Drawing-Style Game and shall include such information in the Game Procedures.
2. The purposes of Drawing-Style Game drawings shall be to select winning numbers at random with the aid of mechanical drawing equipment or computer-based drawing software programs.
3. To the extent possible, Drawing-Style Game drawings shall be recorded on a video and audio tape which shall be retained by the TEL, but the failure to record the drawing or retain the tape, or the partial or total failure of technical, electronic, or mechanical equipment used to conduct or record the drawing shall not invalidate the drawing or change the outcome of a Game once it has been announced by the CEO.
4. In the event a Drawing-Style Game drawing is conducted through a random number generator, the TEL shall retain the log files for each Drawing-Style Game drawing.

P. Method of Playing a Drawing-Style Game

1. The CEO shall determine the method of play for each Game, including but not limited, to the following:
  - a) The requisite digits or numbers which shall be entered manually into the Lottery Terminal by the Drawing-Style Game Retailer; or
  - b) If play can be completed by Play Slip; or
  - c) If play can be made by Quick Pick.

*Amended 8/3/09*

2. Tickets for Drawing-Style Games may be awarded as a prize in an Instant Game. The CEO shall determine the specific details related to the use of a Drawing-Style Ticket as a prize in an Instant Game.

Q. Play Slip

1. The TEL, or its authorized distributors, may provide Play Slips at no cost to the Retailers, for use by the players.

2. Play Slips are provided solely for the convenience of players and shall have no monetary or prize value or constitute evidence of a Play.
3. If a Play Slip is used, the player shall select the requisite number of squares for each single lettered Panel for that Game.
4. The requisite numbers and the associated letter constitute a single Game Panel on a Play Slip.
5. Game Panels may be selected in any order.
6. Play Slips shall be processed through the Lottery Terminal by the Retailer, and Tickets shall be issued only through the Lottery Terminal.
7. If the Play Slip is rejected by the Lottery Terminal, the Play is not valid and the player may submit another Play Slip.

*Amended 10/24/05*

### **3.1.5 DESCRIPTION OF THE CASH 3 GAME PROCEDURES**

- A. The TEL may operate a three-digit daily numbers Game using a set prize payout (“CASH 3”).
- B. CASH 3 is a daily three-digit Game in which the player may play fifty cents (\$.50) or one dollar (\$1.00) (except as noted) on anyone of the following play types:
  1. Exact Order: A Play whereby a winning result is achieved only when the three-digit number specified by the player matches in exact order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “123” then only the plays made on “123” in that exact order will be winners.
  2. Six-Way Combination: A Play whereby a winning result is achieved when any combination of three different digits specified by the player matches the official winning number drawn by the TEL for that drawing event. This is the equivalent of six Exact Order Plays on a single Ticket at six times the \$1.00 base cost. For example, if the winning number is “123” then any combination Play made on “123” (i.e., “123”, “132”, “231”, “213”, “321”, or “312”) will be a winner of a Exact Order Play. This Play can only be purchased for one dollar (\$1.00) per combination thus this Play will cost six dollars (\$6.00).

3. Three-Way Combination: A Play whereby a winning result is achieved when any combination of three digits (with any two of the three digits being the same) specified by the player matches the official winning number drawn by the TEL for that drawing event. This is the equivalent of three Exact Order Plays on a single Ticket at three times the \$1.00 base cost. For example, if the winning number is “711”, then any combination Play made on “711”, (i.e., “117”, “171”, or “711”) will be a winner of an Exact Order Play. This Play can only be purchased for one dollar (\$1.00) per combination, thus this Play will cost three dollars (\$3.00).
4. Exact Order /Six-Way Any Order (on one Ticket): A Play whereby the player can place an Exact Order play and a six-way Any Order Play for the same number on a single Ticket. The player can win on both the Exact Order and Any Order Play when the three digits specified by the player match in exact order the official winning number drawn by the TEL for that drawing event. The player can win on the Any Order portion only when any other combination of the three digits selected by the player matches the winning number drawn by the TEL for that drawing event. Plays are limited to fifty cents (\$.50) on the Exact Order and fifty cents (\$.50) on the Any Order portion for a total of one dollar (\$1.00) per Ticket. For example, if the winning number is “123” in that exact order they will be winners on both portions of the Ticket. However, Any Order Plays made on “123” (i.e., “132”, “231”, “213”, “321”, or “312”) will be winners in the Any Order portion only.
5. Exact Order/ Three-Way Any Order (on one Ticket): A Play whereby the player can place an Exact Order and a three-way Any Order Play for the same number on a single Ticket. The player can win on both the Exact Order and Any Order Plays when the three digits specified by the player match in exact order with the official winning number drawn by the TEL for that drawing event. The player can win on the Any Order portion only when any other combination of the three digits (with any two of the three digits being the same) selected by the player matches the winning number drawn by the TEL for that drawing event. Plays are limited to fifty cents (\$.50) on the Exact Order portion and fifty cents (\$.50) on the Any Order portion for a total of one dollar (\$1.00) per Ticket. For example, if the winning number is “311, then only Plays made on “311” in that exact order will be winners on both portions of the Ticket. However, Any Order Plays made on “311” (i.e., “113” or “131”) will be winners in the Any Order portion only.
6. Six-Way Any Order: A Play whereby a winning result is achieved when any combination of three (3) different digits specified by the player matches the official winning number drawn by the TEL for that drawing

event. This is the equivalent of six Plays for a single-unit Ticket cost. For example, if the winning number is “123” then all Any Order Plays made on “123” (i.e., “132”, “123”, “231”, “213”, “321”, or “312”) will be winners.

7. Three-Way Any Order: A Play whereby a winning result is achieved when any combination of three digits (with any two of the three digits being the same) specified by the player matches the official winning number drawn by the TEL for that drawing event. This is the equivalent of three Plays for a single-unit Ticket cost. For example, if the winning number is “711”, then all Any Order Plays made on “711” (i.e., “117”, “171”, or “711”) will be winners.

*Amended 2/15/12*

C. CASH 3 Prize Structure

The Prize Structure for the CASH 3 Game shall be as follows:

<b>PLAY TYPES</b>	<b>PRIZES FOR \$<u>.50</u> PLAY</b>	<b>PRIZES FOR \$<u>1.00</u> PLAY</b>
Exact Order	\$250	\$500
Six-Way Any Order	\$40	\$ 80
Three-Way Any Order	\$80	\$160
Six-Way Combination	N/A	\$500
Three-Way Combination	N/A	\$500
Exact Order/Six-Way Any Order	N/A	\$290 (If Exact Order is drawn) \$ 40 (If Any Order portion only is drawn)
Exact Order/Three-Way Any Order	N/A	\$330 (If Exact Order is drawn) \$ 80 (If Any Order portion only is drawn)

D. Canceled Tickets

1. A Ticket which is printed in error for the Tennessee CASH 3 Game may be canceled only on the date purchased, within fifteen (15) minutes of the purchase and prior to the drawing break. Such Tickets shall be voided only by the issuing Retailer on the Lottery Terminal that printed the Ticket and the player may request a refund or a replacement Ticket. If for any reason the Lottery Terminal that issued the Ticket is inoperable prior to the drawing break, the CEO may, exclusively at his/her discretion, reimburse the player the Ticket price. This shall be the player’s exclusive remedy.
2. All canceled CASH 3 Tickets shall be used by the Retailer for daily or weekly reconciliations of CASH 3 sales.

*Amended 2/5/07, 8/4/10; 8/27/13*

E. Time, Place Frequency and Means of Conducting Drawing

1. CASH 3 drawing may be conducted up to three (3) times daily at such times and places established by the CEO.
2. The TEL may conduct CASH 3 drawings using computers equipped with random number generators with a program specific to this Drawing-Style Game and audited by an independent accounting firm; or, at the discretion of the CEO, three (3) mechanical drawing machines selected at random and three (3) ball sets selected at random, the result shall be to select at random three (3) winning numbers, each between zero (0) and nine (9) in accordance with the controls and methods set forth in these rules and in other TEL policies and procedures, may be used.
3. Notwithstanding the foregoing, at the discretion of the CEO, CASH 3 drawings may be conducted or winning numbers obtained in accordance with the provisions of the TEL's Disaster Recovery Plan in the event of a natural or other disaster or emergency.

F. Limitation on Liability

The TEL reserves the right at any time in its sole discretion to suspend Play or limit the number of Plays on any number(s) or play type(s).

*Amended 3/29/04, 11/3/08, 8/17/11*

**3.1.6 DESCRIPTION OF THE POWERBALL GAME PROCEDURES**

**3.1.6.1 DEFINITIONS**

The following definitions apply unless the context requires a different meaning or is otherwise inconsistent with the intention of the rules adopted by the Product Group.

*Amended 10/4/15*

- A. "Advertised Grand Prize" shall mean the estimated annuitized Grand Prize amount as determined by the MUSL Central Office by use of the MUSL Annuity Factor and communicated through the Selling Lotteries prior to the Grand Prize drawing. The "Advertised Grand Prize" is not a guaranteed prize amount and the actual Grand Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Grand Prize amount as described in Rule 3.1.6.4.E

*Amended 10/4/15*

- B. "Agent" or "Retailer" means a person or entity authorized by a Selling Lottery to sell lottery Plays.

*Amended 10/4/15*

- C. "Drawing" refers collectively to the formal draw event for randomly selecting the winning indicia that determine the number of winners for each prize level of the Powerball game and the Power Play multiplier. Winning indicia include the Winning Numbers for the Powerball game, and the Power Play multiplier.

*Amended 10/4/15*

- D. "Computer pick" means the random selection of indicia by the computer that appears on a Ticket or a Ticketless Transaction and are played by a player in the Game.

*Amended 3/15/05, 11/3/08, 8/17/11, 10/4/15*

- E. "Game board" or "boards" means that area of the Play Slip, also known as a "panel," that contains sets of numbered squares to be marked by the player.

*Amended 6/25/13, 10/4/15*

- F. "Game Ticket" or "Ticket" means an acceptable evidence of play, which is a Ticket produced in a manner that meets the specifications defined in the rules of each Selling Lottery and Rule 3.1.6.5 and is a physical representation of the Play(s) sold to the player or is a properly and validly registered Ticketless Transaction play.

*Amended 10/4/15*

- G. "Grand Prize" shall refer to the top prize in the Powerball game.

*Amended: 8/17/11*

- H. "Licensee Lottery" shall mean a state lottery or lottery of a governmental unit, political subdivision or entity thereof which is not a Party Lottery but has agreed to comply with all applicable MUSL and Product Group requirements and has been authorized by MUSL and the Powerball Product Group to sell the Powerball game.

*Repealed 8/17/11*

- I. Reserved for future use.

- J. "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.

*Amended 10/4/15*

- K. "MUSL Annuity Factor" shall mean the annuity factor as determined by the MUSL central office through a method approved by the MUSL Finance and Audit Committee and which is used as described in these Rules.

- L. "MUSL Board" means the governing body of the MUSL which is comprised of the chief executive officer of each Party Lottery.

*Amended 10/19/16*

M. "MUSL Finance and Audit Committee" shall mean the committing of that name established by the MUSL Board.

*Amended 10/4/15*

N. "Party Lottery" or "Member Lottery" means a state lottery or lottery of a political subdivision or entity which has joined the MUSL and, in the context of these rules, that is authorized to sell the Powerball game. Unless otherwise indicated, "Party Lottery" or "Member Lottery" does not include "Licensee Lotteries."

*Amended 3/15/05, 11/3/08, 10/4/15*

O. "Play" or "Bet" means the six (6) numbers, the first five (5) from a field of sixty-nine (69) numbers and the last one (1) from a field of twenty-six (26) numbers, that appear on a Ticket or communicated in a Ticketless Transaction as a single lettered selection and are to be played by a player in the Powerball game.

P. "Product Group" or "the Group" means a group of lotteries which has joined together to offer a product pursuant to the terms of the Multi-State Lottery Agreement and the Product Group's own rules.

Q. "Play Slip" or "Bet Slip" means a card used in marking a player's Game plays and containing one or more boards.

*Amended 10/4/15; 10/19/16*

R. "Selling Lottery" or "Participating Lottery" shall mean a lottery authorized by the Product Group to sell Powerball Plays, including Party Lotteries and Licensee Lotteries.

*Amended 10/4/15; 10/19/16*

S. "Set Prize", also referred to as "low-tier prize", means all prizes, except the Grand Prize, and, except in instances outlined in these rules, will be equal to the prize amount established by the Product Group for the prize level.

T. "Terminal" means a device authorized by a Selling Lottery to function in an on-line, interactive mode with the gaming computer system for the purpose of issuing lottery Tickets and entering, receiving, and processing lottery transactions, including making purchases, validating Tickets, and transmitting reports.

*Amended 6/25/13*

U. "Ticketless Transaction" shall include plays sold through subscription, internet or non-standard terminals.

*Amended 3/15/05, 11/3/08, 10/4/15*

V. "Winning Numbers" means the indicia randomly selected during a Drawing event which shall be used to determine winning plays for the Powerball game contained on a game Ticket or Ticketless Transaction.

### 3.1.6.2 POWERBALL GAME DESCRIPTION

*Amended 3/15/05, 11/3/08, 8/17/11, 6/25/13, 10/4/15*

- A. Powerball is a five (5) out of sixty-nine (69) plus one (1) out of twenty-six (26) numbers lottery game, drawn every Wednesday and Saturday, as part of the Powerball Drawing event, which pays the Grand Prize, at the election of the player made in accordance with these rules or by a default election made in accordance with these rules, either on an annuitized pari-mutuel basis or as a single lump sum payment of the total funding held in the Grand Prize Pool (“GPP”) for the winning drawing on a pari-mutuel basis. Except as provided in these rules, all other prizes are paid on a single payment basis. Powerball Winning Numbers applicable to determine Powerball prizes will be determined in the Powerball Drawing event.

To play Powerball, a player shall select (or computer pick) five (5) different numbers, between one (1) and sixty-nine (69) and one (1) additional number between one (1) and twenty-six (26). The additional number may be the same as one of the first five numbers selected by the player.

Plays can be purchased for two dollars (U.S. \$2.00), including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a Play. Plays may be purchased from a Selling Lottery approved sales outlet in a manner as approved by the Selling Lottery and in accordance with MUSL Rules.

The Drawing Procedures shall include procedures for randomly selecting the Powerball game Winning Numbers and the Power Play multiplier.

*Amended 10/4/15*

- B. Claims. Unless otherwise permitted by a Selling Lottery, a Ticket (subject to the validation requirements set forth in Rule 3.1.6.4.E) or properly registered Ticketless Transaction shall be the only proof of a game Play or Plays and the submission of a winning Ticket to the issuing Selling Lottery or its authorized agent shall be the sole method of claiming a prize or prizes. A Play Slip has no pecuniary or prize value and shall not constitute evidence of Play purchase or of numbers selected. A terminal-produced paper receipt has no pecuniary or prize value and shall not constitute evidence of Play purchased or of numbers selected.

*Amended 3/15/05, 10/4/15*

- C. Cancellations Prohibited. A Play may not be voided or canceled by returning the Ticket or Ticketless Transaction to the selling agent or to the lottery, including Tickets that are printed in error. A Selling Lottery may develop an approved method of compensating retailers for Plays that are not transferred to a player for a reason acceptable to the Selling Lottery. No Play that is eligible for a prize can be returned to the lottery for credit. Plays accepted by Retailers as returned Plays and that cannot be re-sold shall be deemed owned by the bearer thereof.

*Amended 10/4/15*

- D. **Player Responsibility.** It shall be the sole responsibility of the player to verify the accuracy of the Game Play or Plays and other data printed on the Ticket or contained in a Ticketless Transaction. The placing of Plays is done at the player's own risk through the Retailer or agent who is acting on behalf of the player in entering the Play or Plays. The purchaser of a Play or Plays through a Ticketless Transaction has the sole responsibility for verifying the accuracy and condition of the data at the time of purchase.
- E. **Entry of Plays.** Plays may only be entered manually using the lottery terminal keypad or touch screen or by means of a Play Slip provided by the Selling Lottery and hand-marked by the player or by such other means approved by the Selling Lottery. Retailers shall not permit the use of facsimiles of Play Slips, copies of Play Slips, or other materials that are inserted into the terminal's Play Slip reader that are not printed or approved by the Selling Lottery. Retailers shall not permit any device to be connected to a lottery terminal to enter plays, except as approved by the Selling Lottery.

*Amended 6/25/13*

- F. **Registration of Plays.** Ticketless Transaction Plays may be registered by the Selling Lottery at a lottery processing site that meets the requirements established by the Product Group and the MUSL Board.

### **3.1.6.3 PRIZE POOL**

*Amended 11/3/08, 6/25/13, 10/4/15, 2/3/16*

- A. **Powerball Prize Pool.** The prize pool for all prize categories shall consist of fifty percent (50%) of each drawing period's sales, inclusive of any specific statutorily-mandated tax of a Selling Lottery to be included in the price of a Play, and including contributions to the prize pool accounts and prize reserve accounts.

*Amended 3/15/05, 11/3/08, 8/17/11, 6/25/13, 10/1/13, 10/4/15, 2/3/16*

- B. **Powerball Prize Pool Accounts and Prize Reserve Accounts.**
1. The Product Group shall set the contribution rates to the prize pool and to one or more prize reserve or pool accounts established by this rule.
    - (a) The following prize reserve accounts for the Powerball game are hereby established:
      - (i) the Prize Reserve Account (“PRA”), which is used to guarantee the payment of valid, but unanticipated, Grand Prize claims that may result from a system error or other reason; and
      - (ii) the Set Prize Reserve Account (“SPRA”), which is used to fund deficiencies in low-tier Powerball prize payments (subject to the limitations of these rules).
    - (b) The following prize pool accounts for the Powerball game are

hereby established:

- (i) the GPP, which is used to fund the current Grand Prize;
  - (ii) the Set Prize Pool (“SPP”), which is used to fund the Set Prizes. The SPP shall hold the temporary balances that may result from having fewer than expected winners in the Set Prize (aka low-tier prize) categories. The source of the SPP is the Party Lottery’s weekly prize contributions less actual Set Prize liability;
  - (iii) the Set-Aside Pool (“SAP”), which is used to fund the payment of the awarded minimum starting annuity Grand Prizes and minimum annuity Grand Prize increase, if necessary (subject to the limitations in these rules), as may be set by the Product Group; and
  - (iv) the Grand Prize Carry Forward Pool (“GPCFP”), which is used to fund the starting minimum annuity Grand Prize, as may be set by the Product Group, if such funds are available, and if sales do not fund the Grand Prize.
- (c) The above prize reserve accounts, the GPCFP and the SAP shall have maximum balance amounts or balance limiter triggers that are set by the Product Group and are detailed in the *Comments* to the Official Rule.

The maximum balance amounts and balance limit triggers are subject to review by the MUSL Board Finance and Audit Committee. The Finance and Audit Committee shall have two (2) weeks to state objections, if any, to the approved maximum balance amounts or balance limiter triggers. Approved maximum balance amounts or balance limiter triggers shall become effective no sooner than two (2) weeks after notice is given to the Finance and Audit Committee and no objection is stated or sooner if the Committee affirmatively approves the maximum balance amounts or balance limiter triggers. The Group may appeal the Committee’s objections to the full Board. Group approved changes in the maximum balance amounts or balance limiter triggers set by the Product Group shall be effective only after the next Grand Prize win.

*Amended 10/19/16*

- (d) The maximum contribution rate to the GPP shall be 68.0131% of the prize pool (34.0066% of sales).

An amount up to five percent (5%) of a Party Lottery’s sales shall be deducted from a Party Lottery’s GPP contribution and placed in trust in one or more prize pool accounts and prize reserve accounts

held by the Product Group (hereinafter the “prize pool and reserve deduction”) at any time that the prize pool accounts and Party Lottery’s share of the prize reserve accounts(s) is below the amounts designated by the Product Group.

An additional amount up to twenty percent (20%) of a Party Lottery’s sales shall be deducted from a Party Lottery’s GPP contribution and placed in trust in the GPCFP to be held by the Product Group at a time as determined by the Product Group.

- (e) The Product Group may determine to expend all or a portion of the funds in the Powerball prize pool accounts (except the GPP account and the GPCFP) and the prize reserve accounts:
  - (1) for the purpose of indemnifying the Party Lotteries and Licensee Lotteries in the payment of prizes to be made by the Selling Lotteries; and
  - (2) for the payment of prizes or special prizes in the game, limited to prize pool and prize reserve contributions from lotteries participating in the special prize promotion, subject to the approval of the Board’s Finance & Audit Committee or that Committee’s failure to object after given two weeks’ notice of the planned action, which actions may be appealed to the full Board by the Product Group.

The GPCFP may only be expended to fund the starting minimum annuity Grand Prize.

*Amended 10/19/16*

- (f) The prize reserve shares of a Party Lottery may be adjusted with refunds to the Party Lottery from the prize reserve account(s) as may be needed to maintain the approved maximum balance and sales percentage shares of the Party Lotteries.
- (g) A Party Lottery may contribute to its sales percentage share of prize reserve accounts over time, but in the event of a draw down from the reserve account, a Party Lottery is responsible for its full sales percentage share of the account, whether or not it has been paid in full.
- (h) Any amount remaining in the Powerball prize pool accounts or prize reserve accounts when the Product Group declares the end of the game shall be returned to the lotteries participating in the accounts after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game, or otherwise expended in a manner at the election of the individual Members of the Product Group in accordance with jurisdiction statute.

2. Licensee Lotteries shall adhere to 3.1.6.3.B, unless a different process is approved by the Product Group.

*Amended 3/15/05, 11/3/08, 8/17/11, 11/7/11, 10/1/13, 10/4/15, 2/3/16*

C. Expected Powerball Prize Payout Percentages.

1. The Grand Prize payout shall be determined on a pari-mutuel basis. Except as otherwise mandated by jurisdiction statute or judicial requirement, or provided for in these rules, all other prizes awarded shall be paid as set single payment prizes. All prize payouts are made with the following expected prize payout percentages, although the prize payout percentage per draw may vary:

Number of Matches Per Play	Prize Payment	Prize Pool Percentage Allocated to Prize
All five (5) of first set plus one (1) of second set.	Grand Prize	68.0131%*
All five (5) of first set and none of second set.	\$1,000,000	8.5558%
Any four (4) of first set plus one (1) of second set.	\$50,000	5.4757%
Any four (4) of first set and none of second set.	\$100	0.2738%
Any three (3) of first set plus one (1) of second set.	\$100	0.6899%
Any three (3) of first set and none of second set.	\$7	1.2074%
Any two (2) of first set plus one (1) of second set.	\$7	0.9981%
Any one (1) of first set and one (1) of second set.	\$4	4.3489%
None of first set plus one (1) of second set.	\$4	10.4373%

\* The maximum contribution rate may include contributions to reserves and pools as described in these rules.

- a) The prize money allocated to the Grand Prize category shall be divided equally by the number of Plays winning the Grand Prize.

*Amended 3/15/05, 8/17/11, 2/15/12, 6/25/13, 10/1/13, 10/4/15*

- b) Powerball Set Prize Pool Carried Forward. For Party Lotteries, the Powerball SPP (for single payment cash prizes of \$1,000,000 or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Powerball Set Prizes awarded in the current draw.

*Amended 10/1/13, 10/4/15; 10/19/16*

- c) Pari-Mutuel Powerball Prize Determination. Except as provided for in subsection (1)(c) below, for Party Lotteries:

- (1)(a) If the total of the Powerball Set Prizes (as multiplied by the respective Power Play multiplier if applicable) awarded in a

drawing exceeds the percentage of the prize pool allocated to the Powerball Set Prizes, then the amount needed to fund the Powerball Set Prizes, including Power Play prizes, awarded shall be drawn from the following sources, in the following order:

- (i) the amount available in the SPP and the Power Play Prize Pool;
  - (ii) an amount from the SPRA, if available, not to exceed forty million dollars (\$40,000,000) per drawing; and
  - (iii) other amounts as agreed to by the Product Group in their sole discretion.
- (b) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded, including the Power Play prizes, then the highest Set Prize shall become a pari-mutuel prize. If the amount of the highest Set Prize, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize, including Power Play prizes, shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning plays in proportion to their respective prize percentages. Powerball Set Prizes and Power Play prizes will be reduced by the same percentage.
- (c) By agreement with the Licensee Lotteries, the Licensee Lotteries shall independently calculate their Set Prize pari-mutuel prize amounts. The Party Lotteries and the Licensee Lotteries shall then agree to set the pari-mutuel prize amounts for all lotteries selling the game at the lesser of the independently-calculated prize amounts.
2. Licensee Lotteries shall adhere to Rule 3.1.6.3(C)(1)(c)(1)(a) and (1)(b) unless a different process is approved by the Product Group.

*Amended 11/3/08, 8/17/11, 11/7/11, 10/4/15*

D. The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category, based upon the total number of possible combinations in Powerball. The Set Prize Amount shall be the

prizes set for all Selling Lotteries unless prohibited or limited by a jurisdiction’s statute or judicial requirements.

Number of Matches Per Play	Probability of Winners	Distribution Probability
All five (5) of first set plus one (1) of second set.	1	1:292,201,338.0000
All five (5) of first set and none of second set.	25	1: 11,688,053.5200
Any four (4) of first set plus one (1) of second set.	320	1:913,129.1813
Any four (4) of first set and none of second set.	8,000	1: 36,525.1673
Any three (3) of first set plus one (1) of second set.	20,160	1: 14,494.1140
Any three (3) of first set and none of second set.	504,000	1:579.7646
Any two (2) of first set plus one (1) of second set.	416,640	1:701.3281
Any one (1) of first set and one (1) of second set.	3,176,880	1:91.9775
None of first set plus one (1) of second set.	7,624,512	1: 38.3239
Overall	11,750,538	1:24.8671

*Amended: 8/17/11*

**3.1.6.4 POWERBALL PRIZE PAYMENT**

*Amended: 10/4/15*

**A. Grand Prizes.**

1. Grand Prizes shall be paid, at the election of the player made no later than sixty (60) days after the player becomes entitled to the prize, with either a per winner annuity or single lump sum payment (which may be referred to as “cash option”). If the payment election is not made at the time of purchase and is not made by the player within sixty (60) days after the player becomes entitled to the prize, then the Grand Prize shall be paid as an annuity prize. An election for an annuity payment made by a player before ticket purchase or by system default or design may be changed to a cash option payment at the election of the player until the expiration of sixty (60) days after the player becomes entitled to the prize. The election to take the cash option payment may be made at the time of the prize claim or within sixty (60) days after the player becomes entitled to the prize. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn or otherwise changed.

*Amended 10/1/13, 10/4/15*

2. Shares of the Grand Prize shall be determined by dividing the funds available in the GPP equally among all winning Plays of the Grand Prize.
3. Winner(s) who elect a cash option payment shall be paid their share(s) in a single lump sum payment.

*Amended 10/4/15; 10/19/16*

4. The annuitized option prize shall be determined by multiplying a winner's share of the GPP by a process as approved by the MUSL Board. Neither MUSL nor the Selling Lotteries shall be responsible or liable for changes in the advertised or estimated annuity prize amount and the actual amount purchased after the prize payment method is actually known to MUSL. In certain instances announced by the Product Group, the Grand Prize shall be a guaranteed amount and shall be determined pursuant to 3.1.6.4.E.

*Amended 10/4/15*

5. If individual shares of the GPP funds held to fund an annuity is less than \$250,000.00, the Product Group, in its sole discretion, may elect to pay the winners their share of the funds held in the GPP.

*Amended 10/4/15*

6. All annuitized prizes shall be paid annually in thirty (30) payments with the initial payment being made in single payment, to be followed by twenty-nine (29) payments funded by the annuity. Except as may be controlled by a Selling Lottery's governing statute, all annuitized prizes shall be paid annually in thirty (30) graduated payments (increasing each year) by a rate as determined by the Product Group. Prize payments may be rounded down to the nearest one thousand dollars (\$1,000). Annual payments after the initial payment shall be made by the lottery on the anniversary date or if such date falls on a non-business day, then the first business day following the anniversary date of the selection of the Grand Prize Winning Numbers. Funds for the initial payment of an annuitized prize or the lump sum cash option prize shall be made available by MUSL for payment by the Selling Lottery no earlier than the fifteenth calendar day (or the next banking day if the fifteenth day is a holiday) following the drawing. If necessary, when the due date for the payment of a prize occurs before the receipt of funds in the prize pool trust sufficient to pay the prize, the transfer of funds for the payment of the full lump sum cash option amount may be delayed pending receipt of funds from the Selling Lotteries. A paying lottery may elect to make the initial payment from its own funds after validation, with notice to MUSL. If a Party Lottery purchases or holds the prize payment annuity for a prize won in that jurisdiction, that Party Lottery's game rules, and any prize payment agreement with the prize winner, shall indicate that the prize winner has no recourse on the MUSL or any other Party Lottery for payment of that prize.

*Amended 10/4/15*

7. In the event of the death of a lottery winner during the annuity payment period, unless prohibited by jurisdictional law, the MUSL Finance & Audit Committee, in its sole discretion excepting a discretionary review

by the Product Group, upon the petition of the estate of the lottery winner (the "Estate") to the lottery of the jurisdiction in which the deceased lottery winner purchased the winning Play, and subject to federal, state, district or territorial applicable laws, may accelerate the payment of all of the remaining lottery proceeds to the Estate. If such a determination is made, then securities and/or cash held to fund the deceased lottery winner's annuitized prize may be distributed to the Estate. The identification of the securities to fund the annuitized prize shall be at the sole discretion of the Finance & Audit Committee or the Product Group.

*Amended 10/4/15*

- B. Powerball Prize Payments. All prizes (whether described as "cash" payment prizes or otherwise) shall be paid through the Selling Lottery that sold the winning Play(s) and at the discretion of the Selling Lottery that sold the winning play(s) may be paid by cash, check, warrant or electronic transfer. A Selling Lottery may begin paying low-tier prizes after receiving authorization to pay from the MUSL central office. If a Selling Lottery, due to jurisdictional law requirements, separately determines its low-tier prize amounts, it shall be solely responsible for its low-tier prize liability, and may begin paying low-tier prizes after a drawing when it determines appropriate to do so.

*Amended 10/4/15*

- C. Powerball Prizes Rounded. Annuitized payments of the Grand Prize or a share of the Grand Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Grand Prize win shall be added to the first payment to the winner or winners. Prizes other than the Grand Prize, which, under these rules, may become single-payment, pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Except with regards to low-tier prizes paid by a Selling Lottery which separately determines its low-tier prize amounts pursuant to Rule 3.1.6.4.B, breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.
- D. Powerball Prize Rollover. If the Grand Prize is not won in a Drawing, the prize money allocated for the Grand Prize shall roll over and be added to the GPP for the following Drawing.

*Amended 10/4/15; 10/19/16*

- E. Funding of Guaranteed Powerball Prizes.
- (a) The Product Group may offer guaranteed minimum Grand Prize amounts or minimum increases in the Grand Prize amount between drawings or make other changes in the allocation of prize money where the Product Group finds that it would be in the best interest of the game.

- (b) If a minimum Grand Prize amount or a minimum increase in the Grand Prize amount between drawings is offered by the Product Group, then the Grand Prize shares shall be determined as follows:
- (1) If there are multiple Grand Prize winners during a single drawing, each selecting the annuitized option prize, then a winner's share of the guaranteed annuitized Grand Prize shall be determined by dividing the guaranteed annuitized Grand Prize by the number of winning Plays.
  - (2) If there are multiple Grand Prize winners during a single drawing and at least one (1) of the Grand Prize winners has elected the annuitized option prize, then the MUSL Annuity Factor shall be utilized to determine the cash pool. The cost of the annuitized prize(s) will be determined at the time the annuity is purchased through a process approved by the MUSL Board.
  - (3) If no winner of the Grand Prize during a single drawing has elected the annuitized option prize, then the amount of cash in the GPP shall be an amount equal to the guaranteed annuitized amount divided by the MUSL Annuity Factor.
- (c) Minimum guaranteed prizes or increases may be waived if the alternate funding mechanism set out in Rule 3.1.6.3 becomes necessary.
- (d) Approval of the Group is required to change the guaranteed minimum Grand Prize amounts or minimum increases in the Grand Prize amount. Any reduction in the guaranteed minimum Grand Prize amount or reduction in the minimum increases to the Grand Prize amount shall not become effective until after a Grand Prize win following the action taken by the Group.

*Amended 10/4/15; 10/19/16*

F. Limited to Highest Powerball Prize Won. The holder of a winning Play may win only one prize per Play in connection with the Winning Numbers drawn, and shall be entitled only to the prize won by those numbers in the highest matching prize category. All liabilities for a Powerball prize are discharged upon payment of a prize claim.

*Amended 10/4/15*

G. Powerball Prize claims shall be submitted within the period set by the Selling Lottery selling the Play. If no such claim period is established, all Grand Prize claims shall be made within 180 days after the drawing date.

*Added 6/25/13  
Amended 10/4/15*

### **3.1.6.5 TICKET VALIDATION**

To be a valid Play and eligible to receive a prize, a Play's Ticket or Ticketless Transaction shall satisfy all the requirements established by a Selling Lottery for validation of winning Plays sold through its gaming system and any other validation requirements adopted by the Product Group, the MUSL Board, and published as the Confidential MUSL Minimum Game Security Standards. The MUSL and the Selling Lotteries shall not be responsible for tickets or Ticketless Transactions that are altered in any manner.

*Added 6/25/13*

### **3.1.6.6 TICKET RESPONSIBILITY.**

- A. Prize claim procedures shall be governed by the rules of the selling lottery. The MUSL and the Selling Lotteries shall not be responsible for prizes that are not claimed following the proper procedures as determined by the selling lottery.
- B. Reserved.
- C. The Product Group, the MUSL and the Party Lotteries shall not be responsible for lost or stolen tickets.
- D. A receipt for a Ticketless Transaction play has no value and is not evidence of a play. A Ticketless Transaction Play is valid when registered with the lottery in accordance with lottery rules and the person or, if permitted by the lottery rules, the persons registering the Play shall be the owner of the Ticketless Transaction Play.

*Added 6/25/13  
Amended 10/4/15; 10/19/16*

### **3.1.6.7 INELIGIBLE PLAYERS**

A Play or share for a MUSL game issued by the MUSL or any of its Party Lotteries shall not be purchased by, and a prize won by any such Play or share shall not be paid to:

- A. a MUSL employee, officer, or director;
- B. a contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
- C. an employee of an independent accounting firm under contract with MUSL to observe drawings or site operations and actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm; or

- D. an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a), (b), and (c) and residing in the same household.
- E. Those persons designated by a Selling Lottery's law as ineligible to play its games shall also be ineligible to play the Powerball game in that Selling Lottery's jurisdiction.

*Added 6/25/13*

*Amended 10/4/15; 10/19/16*

### **3.1.6.8 APPLICABLE LAW**

In purchasing a Play, or attempting to claim a prize, purchasers and prize claimants agree to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Selling Lottery where the Play was purchased, and by directives and determinations of the director of that Party Lottery.

A prize claimant agrees, as its sole and exclusive remedy that claims arising out of a Powerball Play can only be pursued against the Selling Lottery which issued the Play. Litigation, if any, shall only be maintained within the jurisdiction in which the Powerball Play was purchased and only against the Selling Lottery that issued the play. No claim shall be made against any other Participating Lottery or against the MUSL.

Nothing in these Rules shall be construed as a waiver of any defense or claim the Selling Lottery which issued the Play, any other Participating Lottery or MUSL may have in any litigation, including in the event a player or prize claimant pursues litigation against the Selling Lottery, any other Participating Lottery or MUSL, or their respective officers, directors or employees.

All decisions made by a Selling Lottery, including the declaration of prizes and the payment thereof and the interpretation of Powerball Rules, shall be final and binding on all Play purchasers and on every person making a prize claim in respect thereof, but only in the jurisdiction where the Powerball Play was issued.

Unless the laws, rules, regulations, procedures, and decisions of the Lottery which issued the Play provide otherwise, no prize shall be paid upon a Play purchased, claimed or sold in violation of these Rules or the laws, rules, regulations, procedures, and decisions of that Selling Lottery; any such prize claimed but unpaid shall constitute an unclaimed prize under these Rules and the laws, rules, regulations, procedures, and decisions of that Selling Lottery.

### **3.1.6.9 POWERBALL POWER PLAY FEATURE**

*Amended 3/15/05, 11/3/08, 10/25/10, 8/17/11, 10/4/15*

#### **A. PROMOTION DESCRIPTION**

The Powerball Power Play promotion is a limited extension of the Powerball game and is conducted in accordance with the Powerball game rules and other lottery rules applicable to the Powerball game, except as may be amended herein. The promotion will begin at a time announced by the Selling Lottery and will continue until discontinued by the lottery. The promotion will offer to the owners of a qualifying play a chance to increase the amount of any of the eight (8) lowest Set Prizes (the prizes normally paying \$4 to \$1,000,000) won in a drawing held during the promotion. The Grand Prize is not a Set Prize and will not be increased.

**B. QUALIFYING PLAY**

A qualifying play is any single Powerball play for which the player pays an extra dollar for the Power Play option play and which is recorded at the Party Lottery's central computer as a qualifying play.

*Amended 11/3/08, 10/25/10, 8/17/11, 1/22/14, 10/4/15*

**C. PRIZES TO BE INCREASED**

Except as provided in these rules, a qualifying play which wins one of seven (7) lowest Set Prizes (excluding the Match 5+0 prize) will be multiplied by the number selected, either two, three, four, five or sometimes ten (2, 3, 4, 5, or sometimes 10), in a separate random Power Play drawing announced during the official Powerball drawing show. The ten (10X) multiplier will be available for drawings in which the initially advertised annuitized Grand Prize amount is one hundred fifty million dollars (\$150,000,000.00) or less. The announced Match 5+0 prize, for players selecting the Power Play option, shall be two million dollars (\$2,000,000.00) unless a higher limited promotional dollar amount is announced by the Group.

*Repealed 8/17/11;*

*Reinstated 1/22/14*

*Amended 10/4/15*

**D. POWER PLAY DRAWS**

MUSL will conduct a separate random "Power Play" drawing and announce results during each of the regular Powerball drawings held during the promotion. During each Power Play drawing, a single number (2, 3, 4, 5, and sometimes 10) shall be drawn. The ten (10X) multiplier shall be available for all drawing in which the initially advertised Grand Prize amount is one hundred fifty million dollars (\$150,000,000.00) or less. The Powerball Group may modify the multiplier features for special promotions from time to time.

**E. PRIZE POOL**

*Amended 3/15/05, 11/3/08, 8/17/11, 6/25/13, 1/22/14, 10/4/15; 10/19/16*

**1. Power Play Prize Pool.**

- (a) The Power Play Prize Pool (PPP) is hereby created, which is used to fund Power Play prizes. The PPP shall hold the temporary balances that may result from having fewer than expected winners in the Power Play. The source of the PPP is the Party Lottery's weekly prize contributions less actual Power Play Prize liability.
  - (b) In total, fifty percent (50%) of each draw's sales shall be collected and placed in the PPP for the payment of prizes.
    - (1) In drawings where the ten (10X) multiplier is available, the expected payout for all prize categories shall consist of up to forty-nine and nine hundred sixty-nine thousandths percent (49.969%) of each drawing period's sales, including any specific statutorily-mandated tax of a Selling Lottery to be included in the prize of a lottery ticket. In drawings where the "ten (10)" multiplier is not available, the expected payout for all prize categories shall consist of up to forty-five and nine hundred thirty-four thousandths percent (45.934%) of each drawing period's sales, including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a lottery ticket.
    - (2) In drawings where the ten (10X) multiplier is available, an additional thirty-one thousandths percent (0.031%) of each drawing period's sales, including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a lottery ticket, may be collected and placed in trust in the PPP, for the purpose of paying Power Play prizes. In drawings where the ten (10X) multiplier is not available, an additional four and sixty-six thousandths percent (4.066%) of each drawing period's sales, including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a lottery ticket, may be collected and placed in trust in the PPP, for the purpose of paying Power Play prizes.
    - (3) The prize payout percentage per draw may vary. The PPP shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Power Play prizes awarded in the current draw and held in the PPP.
1. **Licensee Lotteries.** Licensee Lotteries shall adhere to 3.1.6.9.E.2 unless a different process is approved by the Product Group.
  2. **End of Game.** Any amount remaining in the PPP when the Product Group declares the end of this game shall be returned to the lotteries

participating in the account after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game, or otherwise expended in a manner at the election of the individual Members of the Product Group in accordance with jurisdiction statute.

*Amended 3/15/05, 11/3/08, 10/25/10, 8/17/11, 10/4/15*

**4. Expected Prize Payout.**

	Prize Amount	Regardless of Power Play number selected:				
Match 5+0	\$1,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00
	Set Prize Amount	10X	5X	4X	3X	2X
Match 4+1	\$50,000.00	\$500,000.00	\$250,000.00	\$200,000.00	\$150,000.00	\$100,000.00
Match 4+0	\$100.00	\$1,000.00	\$500.00	\$400.00	\$300.00	\$200.00
Match 3+1	\$100.00	\$1,000.00	\$500.00	\$400.00	\$300.00	\$200.00
Match 3+0	\$7.00	\$70.00	\$35.00	\$28.00	\$21.00	\$14.00
Match 2+1	\$7.00	\$70.00	\$35.00	\$28.00	\$21.00	\$14.00
Match 1+1	\$4.00	\$40.00	\$20.00	\$16.00	\$12.00	\$8.00
Match 0+1	\$4.00	\$40.00	\$20.00	\$16.00	\$12.00	\$8.00

In certain rare instances, the Powerball set prize amount may be less than the amount shown. In such case, the eight (8) lowest Power Play prizes will be changed to an amount announced after the draw. For example, if the Match 4+1 Powerball set prize amount of \$50,000.00 becomes \$25,000.00 under the rules of the Powerball Game, then a 5X Power Play player winning that prize amount would win \$125,000.00.

*Repealed 8/17/11*

*Reinstated 1/22/14*

*Amended 10/4/15*

**F. PROBABILITY OF WINNING**

The following table sets forth the probability of the various Power Play numbers being drawn during a single Powerball drawing, except that the Power Play amount for the Match 5+0 prize will be two million dollars (\$2,000,000.00). The Group may elect to run limited promotions that may modify the multiplier features.

**When the 10x multiplier is available:**

Power Play	Probability of Prize Increase
10X - Prize Won Times 10	1 in 43 2.3255%
5X - Prize Won Times 5	2 in 43 4.6512%
4X - Prize Won Times 4	3 in 43 6.9767%
3X - Prize Won Times 3	13 in 43 30.2326%
2X - Prize Won Times 2	24 in 43 55.8140%

**When the 10x multiplier is not available:**

<b>Power Play</b>		<b>Probability of Prize Increase</b>	
10X	- Prize Won Times 10	0 in 42	0.0000%
5X	- Prize Won Times 5	2 in 42	4.7619%
4X	- Prize Won Times 4	3 in 42	7.1429%
3X	- Prize Won Times 3	13 in 42	30.9523%
2X	- Prize Won Times 2	24 in 42	57.1429%

Power Play does not apply to the Grand Prize. Except as provided in Rule E(4), a Power Play Match 5 prize is set at two million dollars (\$2,000,000), regardless of the multiplier selected.

*Amended 10/1/13*

**G. LIMITATIONS ON PAYMENT OF POWER PLAY PRIZES**

1. **Prize Pool Carried Forward.** For Party Lotteries, the prize pool percentage allocated to the Power Play set prizes shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the set prizes awarded in the current draw.

*Amended 11/3/08, 10/25/10, 8/15/12; 10/1/13, 10/4/15; 10/19/16*

2. **Pari-Mutuel Prizes-All Prize Amounts.** Except as provided for in G(2)(c) for Party Lotteries:

(a)(1) If the total of the original Powerball set prizes and the Power Play prizes awarded in a drawing exceeds the percentage of the prize pools allocated to the set prizes, then the amount needed to fund the set prizes (including the Power Play prize amount) awarded shall be drawn from the following sources, in the following order:

- (i) the amount available in the SPP and the PPP, if any;
- (ii) an amount from the Powerball Set-Prize Reserve Account, if available in the account, not to exceed forty million dollars (\$40,000,000) per drawing; and
- (iii) other amounts as agreed to by the Product Group in their sole discretion.

(a)(2) If, after these sources are depleted, there are not sufficient funds to pay the set prizes awarded (including Power Play prize amounts), then the highest set prize (including the Power Play prize amounts) shall become a pari-mutuel prize. If the amount of the highest set prize, when paid on a pari-mutuel basis, drops to or below the next highest set prize and there are still not sufficient funds to pay the remaining set prizes awarded, then the next highest set prize,

including the Power Play prize amount, shall become a pari-mutuel prize. This procedure shall continue down through all set prize levels, if necessary, until all set prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning plays in proportion to their respective prize percentages. Powerball and Power Play prizes will be reduced by the same percentage.

- (b) Licensee Lotteries shall adhere to 3.1.6.9.G.2(a) unless a different process is approved by the Product Group.
- (c) By agreement with the Licensee Lotteries, the Licensee Lotteries shall independently calculate their set pari-mutuel prize amounts, including the Power Play prize amounts. The Party Lotteries and the Licensee Lotteries shall then agree to set the pari-mutuel prize amounts for all lotteries selling the game at the lesser of the independently-calculated prize amounts.

## H. PRIZE PAYMENT

1. **Prize Payments.** All Power Play prizes shall be paid in one single payment through the Selling Lottery that sold the winning Ticket(s). A Selling Lottery may begin paying Power Play prizes after receiving authorization to pay from the MUSL central office.
2. **Prizes Rounded.** Prizes, which, under these rules, may become pari-mutuel prizes, may be rounded down so that prizes can be paid in whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

*Amended 8/16/04, 10/29/07*

### 3.1.7 DESCRIPTION OF PICK 5 GAME PROCEDURE

- A. The TEL will operate a five (5) numbers out of thirty-nine (39) possible numbers pari-mutuel Game called PICK 5.
  1. The holder of a winning PICK 5 Ticket may win in only one prize category per Play in connection with the winning numbers drawn and shall be entitled only to the prize for the highest prize category won by those numbers.
  2. If a single Ticket contains more than one winning Play on separate play Panels, the prize amounts shall be added together and shall be paid in

accordance with the prize payment limits set forth in 3.1.7A2. and 3.1.7C and D.

3. The price of a PICK 5 Ticket shall be one (1) Play for one dollar (\$1.00), or such other price designated by the CEO.
4. A Player may purchase a Ticket for up to twelve (12) consecutive drawings; however, the Play must include the current drawing.
5. Both full and partial Quick Pick is an option for PICK 5.

**B. PICK 5 Prize Pools**

1. The TEL shall allocate for prizes approximately 50% of each drawing's PICK 5 sales from all Tickets and shall allocate that amount to the winning pool or pools for payment of prizes for that drawing.
2. The prize money allocated to a prize category, as provided in 3.1.7D1, shall be awarded equally to the number of Game Plays winning that prize.
3. If, in any Game drawing, there are no Plays that qualify for the prize, within each prize category the prize money for that Game drawing and prize category shall be added to the prize pool for the next drawing.

**C. Prize Payments**

1. Each prize payment in PICK 5 shall be paid in a lump sum (one payment).
2. Winning Tickets may be cashed beginning at 5 a.m. CT the day after the drawing.

**D. PICK 5 Prize Structure**

1. Provided the prize pools are fully funded, the prize payments for PICK 5, based on a one dollar (\$1.00) Play, are as follows:

*Amended 1/24/05, 8/6/07*

<b><u>MATCH</u></b>	<b><u>PRIZE POOL</u></b>	<b><u>PRIZE POOL%</u></b>
Five (5) of five	Pari-mutuel	59.66%
Four (4) of five	Pari-mutuel	5.91%
Three (3) of five	Pari-mutuel	13.64%

Two (2) of five                      Pari-mutuel                      20.79%

2. The minimum prize will be \$1.00. If the prize pool for that prize is insufficient to pay each winner at least one dollar (\$1.00), the difference in funds, at the discretion of the CEO, will be taken from other pools as needed or accumulated or future Breakage funds according to 3.1.7 D4.
3. All tiers shall have the winning Shares rounded down to the nearest dollar (i.e., \$10.30 pays \$10.00; \$100.75 pays \$100.00).
4. The Breakage from all prizes shall be placed in a reserve fund to be allocated to prize payments as determined by the CEO.
5. There are no fixed prize amounts other than as noted at 3.1.7D2.

*Amended 8/6/07*

C. PICK 5 Game Odds

The following table sets forth the prize payment odds in PICK 5:

<u>MATCH</u>	<u>ODDS</u>
Five (5) of five	1:575,757
Four (4) of five	1: 3,387
Three (3) of five	1: 103
Two (2) of five	1: 10

D. Canceled Tickets

Tickets for PICK 5 shall not be canceled.

*Amended 2/5/07, 8/4/10*

G. Time, Place, Frequency and Means of Conducting Drawing

1. PICK 5 drawings may be conducted at the studios of a local television station in Nashville, Monday, Wednesday and Friday nights at approximately 10:30pm CT, or at such other day, time or place established by the CEO.
2. The TEL may conduct PICK 5 drawings using computers equipped with random number generators with a program specific to this Drawing-Style Game and audited by an independent accounting firm; or at the discretion

of the CEO, one (1) mechanical drawing machine selected at random and one (1) ball set selected at random, the result shall be to select at random five (5) winning numbers out of thirty-nine (39) possible numbers in accordance with the controls and methods set forth in these rules and in other TEL policies and procedures, may be used.

3. Notwithstanding the foregoing, at the discretion of the CEO, PICK 5 drawings may be conducted or winning numbers obtained in accordance with the provisions of the TEL's Disaster Recovery Plan in the event of a natural or other disaster or emergency.

*Amended 8/4/10*

#### H. Game Retirement

1. The TEL may discontinue the operation of PICK 5 at the discretion of the CEO.
2. Prior to ending the game the CEO shall eliminate PICK 5 multi-draw feature and provide a minimum of four (4) weeks' notice, which shall be posted on the TEL's website and such other locations as the CEO deems appropriate.
3. A Player with a winning PICK 5 Ticket shall have one hundred eighty (180) days after the drawing in which a cash prize is won to claim his/her winnings.
4. Funds remaining in the PICK 5 prize pool once the game has ended shall be used to enhance the prize pools for other Tennessee Drawing-Style Games, as designated by the CEO.

*Amended 3/15/05; 10/24/05*

#### **3.1.8 DESCRIPTION OF CASH 4 GAME PROCEDURE**

- A. The TEL may operate a four-digit daily numbers Game using a set prize payout structure ("CASH 4").
- B. CASH 4 is a daily four-digit Game in which the player may play fifty cents (\$.50) or one dollar (\$1.00) (except as noted) on any one of the following play types:
  1. Exact Order: A Play whereby a winning result is achieved only when a four-digit number specified by the player (in each occasion, the use of the term "specified by the player" includes Plays selected using the Quick Pick Function) matches in exact order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is

“1234”, then only the Play made on “1234” in that exact order will be a winner.

2. Four-Way Any Order: A Play whereby a winning result is achieved when three of the four digits specified by the player are identical, and match in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1112”, three identical digits in any order will be a winning Play (i.e. “1112”, “1121”, “1211”, “2111”).
3. Six-Way Any Order: A Play whereby a winning result is achieved when the four digit number specified by the player consists of two pairs of numbers (each pair consisting of a different number), and matches in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1122”, two pairs in any order will be a winning Play (i.e. “1122”, “1212”, “1221”, “2112”, “2121”, “2211”).
4. Twelve-Way Any Order: A Play whereby a winning result is achieved when two of the four digits specified by the player are identical, and match in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1123”, two identical digits in any order will be a winning Play (i.e. “1123”, “1132”, “1213”, “1231”, “1312”, “1321”, “2113”, “2131”, “2311”, “3112”, “3121”, “3211”).
5. Twenty-Four Way Any Order: A Play whereby a winning result is achieved when all four digits specified by the player are unique, and match in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1234”, four unique digits in any order will be a winning Play (i.e. “1234”, “1243”, “1324”, “1342”, “1423”, “1432”, “2134”, “2143”, “2314”, “2341”, “2413”, “2431”, “3124”, “3142”, “3214”, “3241”, “3412”, “3421”, “4123”, “4132”, “4213”, “4231”, “4312”, “4321”).
6. Exact Order/Four-Way Any Order: A Play whereby the player can place an Exact Order Play and an Any Order Play for the same four-digit number on a single Ticket. Three of the digits selected must be identical. The player can win on both the Exact Order and Any Order Plays when the four digit number specified by the player matches in exact order the official winning number drawn by the TEL for that drawing event. The player can win on the Any Order portion only by matching in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1112”, then Plays made on “1112” in

that exact order would qualify to win on both portions of the Ticket. However, Any Order Plays made on “1112” (i.e. “1121”, “1211”, “2111”) will be winners in the box portion only.

7. Exact Order/Six-Way Any Order: A Play whereby the player can place an Exact Order Play and an Any Order Play for the same four-digit number on a single Ticket. The four digits selected must consist of two pairs (with each pair consisting of a different number). The player can win on both the Exact Order and Any Order Plays when the four digits specified by the player match in exact order the official winning number drawn by the TEL for that drawing event. The player can win on the Any Order portion by matching in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1122”, then Plays made on “1122” in that exact order would qualify to win on both portions of the Ticket. However, Any Order Plays made on “1122” (i.e. “1212”, “1221”, “2112”, “2121”, “2211”) will be winners in the Any Order portion only.
8. Exact Order/Twelve-Way Any Order: A Play whereby the player can place an Exact Order Play and an Any Order Play for the same four-digit number on a single Ticket. Of the four digits selected, two digits must be identical. The player can win on both the Exact Order and Any Order Plays when the four digits specified by the player match in exact order the official winning number drawn by the TEL for that drawing event. The player can win on the Any Order portion by matching in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1123”, then Plays made on “1123” in that exact order would qualify to win on both portions of the Ticket. However, Any Order Plays made on “1123” (i.e. “1132”, “1213”, “1231”, “1312”, “1321”, “2113”, “2131”, “2311”, “3112”, “3121”, “3211”) will be winners in the Any Order portion only.
9. Exact Order/Twenty-Four-Way Any Order: A Play whereby the player can place an Exact Order Play and an Any Order Play for the same four-digit number on a single Ticket. The four digits selected must be unique. The player can win on both the Exact Order and Any Order Plays when the four digits specified by the player match in exact order the official winning number drawn by the TEL for that drawing event. The player can win on the Any Order portion by matching in any order the official winning number drawn by the TEL for that drawing event. For example, if the winning number is “1234”, then Plays made on “1234” in that exact order would qualify to win on both portions of the Ticket. However, Any Order Plays made on “1234” (i.e. “1243”, “1324”, “1342”, “1423”, “1432”, “2134”, “2143”, “2314”, “2341”, “2413”, “2431”, “3124”,

“3142”, “3214”, “3241”, “3412”, “3421”, “4123”, “4132”, “4213”, “4231”, “4312”, “4321”) will be winners in the Any Order portion only.

10. Four-Way Combination: A Play whereby a winning result is achieved when three of the four digits specified by the player are identical, and match in any order the official winning number drawn by the TEL for that drawing event. This is the equivalent of four (4) Exact Order Plays on a single Ticket at four times the \$1.00 base cost. For example, if the winning number is “1112”, three identical digits in any order will be a winning Play (i.e. “1112”, “1121”, “1211”, “2111”). This Play can be purchased for a minimum of \$4.00.
11. Six-Way Combination: A Play whereby a winning result is achieved when the four digit number specified by the player consists of two pairs of numbers (each pair consisting of a different number), and the numbers match in any order the official winning number drawn by the TEL for that drawing event. This is the equivalent of six (6) Exact Order Plays on a single Ticket at six times the \$1.00 base cost. For example, if the winning number is “1122”, two pairs in any order will be a winning Play (i.e. “1122”, “1212”, “1221”, “2112”, “2121”, “2211”). This Play can be purchased for a minimum of \$6.00.
12. Twelve-Way Combination: A Play whereby a winning result is achieved when two of the four digits specified by the player are the same, and match in any order the official winning number drawn by the TEL for that drawing event. This is the equivalent of twelve (12) Exact Order Plays on a single Ticket at twelve times the \$1.00 base cost. For example, if the winning number is “1123”, two identical digits in any order will be a winning Play (i.e. “1123”, “1132”, “1213”, “1231”, “1312”, “1321”, “2113”, “2131”, “2311”, “3112”, “3121”, “3211”). This Play can be purchased for a minimum of \$12.00.
13. Twenty-Four-Way Combination: A Play whereby a winning result is achieved when all four digits specified by the player are unique, and match in any order the official winning number drawn by the TEL for that drawing event. This is the equivalent of twenty-four (24) Exact Order Plays on a single Ticket at twenty-four times the \$1.00 base cost. For example, if the winning number is “1234”, four unique digits in any order will be a winning Play (i.e., “1234”, “1243”, “1324”, “1342”, “1423”, “1432”, “2134”, “2143”, “2314”, “2341”, “2413”, “2431”, “3124”, “3142”, “3214”, “3241”, “3412”, “3421”, “4123”, “4132”, “4213”, “4231”, “4312”, “4321”). This Play can be purchased for a minimum of \$24.00.

C. CASH 4 Prize Structure

The Prize Structure for the CASH 4 Game shall be as follows:

PLAY TYPES	PRIZES FOR \$.50 PLAY	PRIZES FOR \$1.00 PLAY
Exact Order	\$2500	\$5000
4-Way Any Order	\$ 599	\$1198
6-Way Any Order	\$ 400	\$ 800
12-Way Any Order	\$ 200	\$ 400
24-Way Any Order	\$ 100	\$ 200
Exact Order/4-Way Any Order	N/A	\$3099(Exact Order/Any Order) \$599(Any Order Only)
Exact Order/6-Way Any Order	N/A	\$2900(Exact Order/Any Order) \$400 (Any Order Only)
Exact Order/12-Way Any Order	N/A	\$2700(Exact Order/Any Order) \$200 (Any Order Only)
Exact Order/24-Way Any Order	N/A	\$2600(Exact Order/Any Order) \$100 (Any Order Only)
4-Way Combination	N/A	\$5000
6-Way Combination	N/A	\$5000
12-Way Combination	N/A	\$5000
24-Way Combination	N/A	\$5000

D. Canceled Tickets

Cancellation of a CASH 4 Ticket will be allowed if the cancellation is attempted within fifteen (15) minutes of Ticket production, or the time remaining for the draw break, whichever occurs first. The Ticket must be canceled at the terminal where it was produced. If for any reason the Lottery Terminal that issued the Ticket is inoperable during the fifteen (15) minute cancellation period or prior to the drawing break, the CEO may, exclusively at such officer's determination, reimburse the player the Ticket price. This shall be the player's exclusive remedy.

E. Limitation on Liability

The TEL reserves the right at any time in its sole discretion to suspend Play or limit the number of Plays on any number(s) or play type(s).

*Amended 2/5/07, 8/4/10; 8/27/13*

F. Time, Place, Frequency and Means of Conducting Drawing

1. CASH 4 drawings may be conducted up to three (3) times daily at such times and places established by the CEO.
2. The TEL may conduct CASH 4 drawings using computers equipped with random number generators with a program specific to this Drawing-Style

Game and audited by an independent accounting firm; or at the discretion of the CEO, four (4) mechanical drawing machines selected at random and four (4) ball sets selected at random, the result shall be to select a random four (4) winning numbers each between zero (0) and nine (9), in accordance with the controls and methods set forth in these rules and in other TEL policies and procedures may be used.

3. Notwithstanding the foregoing, at the discretion of the CEO, CASH 4 drawings may be conducted or winning numbers obtained in accordance with the provisions of the TEL's Disaster Recovery Plan in the event of a natural or other disaster or emergency.

G. The TEL may permit the following Play capabilities:

1. Multi Drawing of up to seven (7) consecutive drawing events; and
2. Quick Pick for computer selected Plays.

*Amended 10/24/05 and 1/23/06, 11/3/08*

### **3.1.9 CASH 3 AND/OR CASH 4 INCREASED PAYOUT PROMOTION**

- A. The increased payout promotion (the "Promotion") is a limited extension of the CASH 3 and/or CASH 4 Drawing-Style Games described in Section 3.1.5 and Section 3.1.8, respectively, of these Drawing-Style Game Rules. The Promotion is conducted in accordance with these sections and other TEL rules and regulations. The Promotion will offer to the holder of a qualifying CASH 3 or CASH 4 Play an increased Prize, as described in this Section 3.1.9.
- B. The Promotion may commence at a time and date to be announced by the CEO and will continue until discontinued by the CEO. In addition, the Promotion may be applicable to any of the CASH 3 and/or the CASH 4 Drawing-Style Games as determined by the CEO and may be implemented and discontinued from time to time as determined by the CEO.
- C. A qualifying Play is any single CASH 3 or CASH 4 Play that wins one of the fixed prize amounts for the CASH 3 or CASH 4 Drawing-Style Games, respectively, during the effective dates of the Promotion, and which is recorded in the TEL's central gaming system as a qualifying Play.

*Amended 1/23/06, 11/3/08*

D. Promotion Description.

During the Promotion, each Play that wins one of the fixed prize amounts for CASH 3 or CASH 4 will have its payout increased by approximately 20%.

E. CASH 3 and CASH 4 prize payouts shall be increased according to the following schedule.

<u>WAGER TYPE</u>	Cash 3			
	<u>\$.50 Base Payout</u>	<u>\$.50 Promotion Payout</u>	<u>\$1 Base Payout</u>	<u>\$1 Promotion Payout</u>
Exact Order	\$250	\$299.50	\$500	\$599
3-Way Any Order	\$80	\$100	\$160	\$200
6-Way Any Order	\$40	\$50	\$80	\$100
Exact Order/3-Way Any Order	N/A	N/A	\$330	\$399.50
Exact Order/6-Way Any Order	N/A	N/A	\$290	\$349.50
3-Way Combination	N/A	N/A	\$500	\$599
6-Way Combination	N/A	N/A	\$500	\$599

Cash 4				
<u>WAGER TYPE</u>	<u>\$.50 Base Payout</u>	<u>\$.50 Promotion Payout</u>	<u>\$1 Base Payout</u>	<u>\$1 Promotion Payout</u>
Exact Order	\$2,500	\$3,000	\$5,000	\$6,000
4-Way Any Order	\$599	\$719	\$1,198	\$1,438
6-Way Any Order	\$400	\$480	\$800	\$960
12-Way Any Order	\$200	\$240	\$400	\$480
24-Way Any Order	\$100	\$120	\$200	\$240
Exact Order/4-Way Any Order	N/A	N/A	\$3,099	\$3,719
4-Way Any Order Only	N/A	N/A	\$599	\$719
Exact Order/6-Way Any Order	N/A	N/A	\$2,900	\$3,480
6-Way Any Order Only	N/A	N/A	\$400	\$480
Exact Order/12-Way Any Order	N/A	N/A	\$2,700	\$3,240
12-Way Any Order Only	N/A	N/A	\$200	\$240
Exact Order/24-Way Any Order	N/A	N/A	\$2,600	\$3,120
24-Way Any Order Only	N/A	N/A	\$100	\$120
4-Way Combination	N/A	N/A	\$5,000	\$6,000
6-Way Combination	N/A	N/A	\$5,000	\$6,000
12-Way Combination	N/A	N/A	\$5,000	\$6,000
24-Way Combination	N/A	N/A	\$5,000	\$6,000

- F. There shall be no additional cost to participate in the Promotion.
- G. All prize payments for the Promotion shall be paid in a lump sum in accordance with the TEL’s Prize Validation and Payment policy.

**3.1.10 HOTTRAX CHAMPIONS**

*Repealed August 3, 2009*

*Amended 1/9/07, 10/29/07*

**3.1.11 MILLION \$ RAFFLE-STYLE GAMES**

The TEL, from time to time, may conduct limited ticket quantity, number match, Drawing-Style Games (“Million \$ Raffle-Style Games”) for such sales periods as determined by the CEO. The

CEO shall determine the details for each Million \$ Raffle-Style Game prior to the commencement of sales for each game.

A. Tickets

1. Each Million \$ Raffle-Style Game shall have available for purchase a predetermined, limited number of Plays to be sold within the sales period established by the CEO.
2. Each Million \$ Raffle-Style Game Play shall contain a unique number (or set of numbers) as generated by the central gaming system. The number (or set of numbers) shall be printed on each Ticket. The number (or set of numbers) printed on the Ticket shall be within the parameters of numbers (or set of numbers) established by the CEO for each specific Million \$ Raffle-Style Game.
3. Million \$ Raffle-Style Game Tickets will automatically print from Retailer terminals in sequential order as each Play is sold, beginning with the first number (or set of numbers) available for the specific Million \$ Raffle-Style Game and continuing through the last available number. Players may not select their own number (or set of numbers). No Plays shall be duplicated.
4. A Million \$ Raffle-Style Game Ticket shall be valid for only the specified Million \$ Raffle-Style Game.
5. The price of a Million \$ Raffle-Style Game Play shall be established by the CEO prior to the commencement of sales of the specific Million \$ Raffle-Style Game.

*Amended 10/29/07*

B. Million \$ Raffle-Style Game Drawings

1. The TEL shall conduct a minimum of one (1) Million \$ Raffle-Style Game drawing for each Million \$ Raffle-Style Game. Million \$ Raffle-Style Game drawings shall be conducted at such times, dates and frequency as determined by the CEO.
2. Each Play sold in a Million \$ Raffle-Style Game will be entered automatically into the specified drawing for the Million \$ Raffle-Style Game.

3. At each Million \$ Raffle-Style Game drawing, numbers shall be randomly selected by a computer from the total available pool of Million \$ Raffle-Style Game Plays sold for the specific Million \$ Raffle-Style Game.
4. Million \$ Raffle-Style Game drawings shall be conducted in accordance with procedures approved by the TEL.

*Amended 10/29/07*

C. Winning Tickets

1. There will be one (1) winning Play for each winning number selected in a Million \$ Raffle-Style Game drawing. A Ticket will be determined to be a winning Ticket if the number (or numbers) printed on the Ticket matches, in exactly the same order, the number(s) drawn by the TEL (subject to TEL prize validation procedures). A winning number will be eligible to be awarded one and only one (1) Prize for the specific Million \$ Raffle-Style Game where only one (1) drawing is (or will be) conducted. For Million \$ Raffle-Style Games with multiple or periodic drawings, each play will be eligible for any and all multiple or periodic drawings until the numbers printed on the ticket exactly match the numbers drawn in one of the preliminary drawings. Thereafter, that number will be eliminated from eligibility of any subsequent preliminary drawings but will still be valid for the final drawing of the Million \$ Raffle-Style Game. However, a Ticket with multiple Plays (up to 5) may have multiple winning numbers.
2. The number of Prizes, the amount of each Prize and the number of Prizes in each prize level shall be determined by the CEO and set forth in the Prize Structure of the Million \$ Raffle-Style Game.

*Amended 2/5/07, 10/29/07*

3. Prizes, from the largest prize amount to the smallest prize amount, will be awarded to holders of winning Plays in the order drawn.
  4. Holders of a valid winning Play(s) bearing the number(s) in the exact order as generated during a Million \$ Raffle-Style Game drawing shall be entitled to a Prize as established by the Prize Structure for the specific Million \$ Raffle-Style Game.
- D. Million \$ Raffle-Style Game Tickets may not be cancelled or refunded by the Retailer. For the purposes of Million \$ Raffle-Style Games only, this provision shall control any other provision to the contrary in the TEL policies and procedures.
- E. There is no quick pick functionality for Million \$ Raffle-Style Game Tickets.

- F. There is no play slip functionality for Million \$ Raffle-Style Game Tickets.
- G. Multi-draw Plays and advanced Plays are not available for Million \$ Raffle-Style Games.
- H. Subject to the TEL's policies regarding dissemination of winning numbers and prize validation, the TEL shall make available the winning numbers on its website.
- I. The odds of winning a Prize shall be dependent upon the number of Plays sold and the number of Prizes to be awarded.
- J. Million \$ Raffle-Style Game Tickets will be disqualified if any part of the Ticket is illegible, altered, mutilated, tampered with or duplicated.
- K. Multi-play Million \$ Raffle-Style Game Tickets shall be printed in sequential order; however, Multi-play Million \$ Raffle-Style Game Tickets may not contain sequential numbers (or sets of numbers) within the same transaction if one (1) or more Million \$ Raffle-Style Game Tickets are purchased from other Retailers during or between the transaction.
- L. Million \$ Raffle-Style Game Ticket(s) may not be sold by anyone other than a contracted Lottery Retailer.
- M. Million \$ Raffle-Style Game Tickets may not be sold for a value greater than the face value.
- N. Winners of Million \$ Raffle-Style Game Ticket Prizes have One Hundred and Eighty (180) days from the date of the drawing to collect their winnings.
- O. The winning ticket must be presented by the winning player to be awarded the Prize.

### **3.1.12 DESCRIPTION OF LOTTO PLUS**

- A. The TEL will operate a six (6) numbers out of forty-four (44) possible numbers Drawing-Style Game called LOTTO PLUS.
  - 1. A Play consists of six (6) numbers chosen, either by the player or by the quick pick functionality, that appear on one line on a Ticket.
  - 2. A Ticket may have up to five (5) Plays per Ticket.

3. The holder of a winning LOTTO PLUS Ticket may win in only one prize category per Play in connection with the winning numbers drawn and shall be entitled only to the prize for the highest prize category won by those numbers.
4. If a single Ticket contains more than one winning Play on separate play panel, the prize amounts shall be added together and shall be paid in accordance with the TEL prize validation and payment procedures.
5. The price of a LOTTO PLUS Ticket shall be one (1) Play for one dollar (\$1.00), or such other price designated by the CEO.
6. A Player may purchase a Ticket for up to twelve (12) consecutive drawings; however, the Play must include the current drawing.
7. Both full and partial Quick Pick is an option for LOTTO PLUS.

**B. LOTTO PLUS Prize Pools**

1. The TEL shall allocate for prizes approximately 50% of each drawing's sales of all LOTTO PLUS Tickets and shall allocate that amount to the winning pool or pools for payment of prizes for that drawing.
2. The prize money allocated to the Match 6 of 6 prize category, as provided in 3.1.12.D.2, shall be awarded equally to the number of Plays winning that prize.
3. In any LOTTO PLUS drawing, if there are no Plays that qualify for the Match 6 of 6 prize category, the prize money for that LOTTO PLUS drawing Match 6 of 6 prize category shall be added to the prize pool for that prize category for the next LOTTO PLUS drawing.

**C. Prize Payments**

*Amended 2/25/08*

1. The Match 6 of 6 pari-mutuel prize shall be paid, at the election of the player, either as a thirty (30) year annuity, with a minimum annuitized prize of one million dollars (\$1,000,000.00), or as a cash lump sum payment of the total cash held for this prize. A player winning the Match 6 of 6 pari-mutuel prize shall have sixty (60) days after date of claim to select the option for prize payment. The annuity option shall be the default election if the player does not make a timely election to receive the prize as a lump sum payment.

2. Other than as set forth in 3.1.12.C.1, each payment of a set prize amount in LOTTO PLUS shall be paid in a lump sum.
3. Winning Tickets may be cashed beginning at 5 a.m. CT the day after the drawing.

D. LOTTO PLUS Prize Structure

1. The prize pool for all prize categories shall consist of approximately fifty percent (50%) of each drawing period’s sales.
2. Provided the prize pools are fully funded, the prize payments for LOTTO PLUS, based on a one dollar (\$1.00) Play, are as follows:

<u>MATCH</u>	<u>PRIZE AMOUNT</u>	<u>PRIZE POOL%</u>
Six (6) of six	Pari-mutuel	64.26%
Five (5) of six	Set - \$1,000.00	6.46%
Four (4) of six	Set - \$50.00	14.94%
Three (3) of six	Set - \$3.00	14.34%

3. The minimum prize will be \$1.00. If the prize pool for that prize is insufficient to pay each winner at least one dollar (\$1.00), the difference in funds will be taken from other pools as needed or added to prize expense.

E. LOTTO PLUS Game Odds

The following table sets forth the prize payment odds in LOTTO PLUS:

<u>MATCH</u>	<u>ODDS</u>
Six (6) of six	1: 7,059,052
Five (5) of six	1: 30,961
Four (4) of six	1: 669
Three (3) of six	1: 42
Overall Odds	1: 39

F. Multiplier

1. LOTTO PLUS shall incorporate a multiplier function unless and until discontinued by the TEL at the discretion of the CEO. The multiplier function shall be available to players as an add-on feature to LOTTO PLUS for an additional one dollar (\$1.00) for every dollar played in LOTTO PLUS.
2. Only the set prize categories, as described in PR3.1.12.D.2, will be multiplied by the number drawn as the multiplier. The Match 6 of 6 prize category is not a set prize category and is ineligible for the multiplier.
3. There shall be a separate random drawing to draw the multiplier number. Prior to each LOTTO PLUS drawing, a single number from an initial pool of 12 numbers will be drawn. The initial pool of numbers shall consist of the following numbers: 2,2,2,2,2,2,3,3,3,4,4 and 5. The TEL may change one or more of these multiplier numbers or add or subtract from these multiplier numbers from time to time.
4. When multiplied by the multiplier number, winning Plays will pay the amounts shown:

<u>MATCH</u>	<u>PRIZE AMOUNT</u>	<u>MULTIPLIER</u>			
		<u>5X</u>	<u>4X</u>	<u>3X</u>	<u>2X</u>
Five (5) of six	\$1,000	\$5,000	\$4,000	\$3,000	\$2,000
Four (4) of six	\$50	\$250	\$200	\$150	\$100
Three (3) of six	\$3	\$15	\$12	\$9	\$6

5. The odds of any multiplier number being drawn are as follows:

5X	–	Multiplies Set Prize Won 5 times	-	1 in 12
4X	–	Multiplies Set Prize Won 4 times	-	1 in 6
3X	–	Multiplies Set Prize Won 3 times	-	1 in 4
2X	–	Multiplies Set Prize Won 2 times	-	1 in 2

G. Canceled Tickets

Tickets for LOTTO PLUS cannot be canceled.

H. Time, Place, Frequency and Means of Conducting Drawing

1. LOTTO PLUS drawings may be conducted at the TEL or studios of a local television station, Tuesdays and Fridays at approximately 10:35 p.m. CT, or at such other day, time or place established by the CEO.
2. Utilizing one (1) mechanical drawing machine and one (1) ball set, both randomly selected, the result shall be to select at random six (6) winning numbers out of forty-four (44) possible numbers, in accordance with the controls and methods set forth in these rules and regulations; or at the discretion of the CEO, computers equipped with random number generators with a program specific to this Drawing-Style Game and certified or audited by an independent entity may be used.

*Amended 11.2.09*

I. Game Retirement

1. The TEL may discontinue the operation of LOTTO PLUS at the discretion of the CEO.
2. Prior to ending the game the CEO shall eliminate LOTTO PLUS' multi-draw feature and provide a minimum of six (6) weeks' notice, which shall be posted on the TEL's website and such other locations as the CEO deems appropriate.
3. A Player with a winning LOTTO PLUS Ticket shall have one hundred eighty (180) days after the drawing in which a cash prize is won to claim his/her winnings.
4. Funds remaining in the prize pool once the game has ended shall be used to enhance the prize pools for other Tennessee Drawing-Style Games, as designated by the CEO.

*Amended 11/3/08*

**3.1.13 LUCKY SUM PROMOTION**

- A. The TEL may operate Lucky Sum as an add-on to its CASH 3 and CASH 4 Drawing-Style Games described in Section 3.1.5 and Section 3.1.8, respectively, of these Drawing-Style Game Rules. The underlying Cash 3 and/or Cash 4 Drawing-Style Game shall be conducted in accordance with those sections and other TEL rules and regulations. Unless provided elsewhere in this Section 3.1.13, the rules for Lucky Sum will follow the same rules as Cash 3 and Cash 4.

- B. Lucky Sum will commence at a time and date to be determined by the CEO and will continue unless and until discontinued by the CEO. Lucky Sum may be implemented and discontinued from time to time as determined by the CEO.
- C. The Lucky Sum number is the sum of the individual three (3) numbers in a Cash 3 Play or the individual four (4) numbers in a Cash 4 Play. A winning Lucky Sum Play occurs when the sum of the numbers in a Cash 3 (or Cash 4) Play match the sum of the winning numbers drawn in the corresponding Cash 3 (or Cash 4) drawing.
- D. In order to play Lucky Sum, a Cash 3 or Cash 4 Play must be purchased. The Lucky Sum number will be valid for each drawing for which the underlying Cash 3 or Cash 4 Play is eligible.
- E. The cost for a Lucky Sum wager will equal the wager made on the underlying Cash 3 or Cash 4 Play.
- F. There is no Quick Pick functionality for Lucky Sum.
- G. If Lucky Sum is selected, it will be applied to each Play produced by a Play Slip.
- H. Each wager type (Exact Order or Any Order) will be eligible for Lucky Sum.
- I. There are twenty-eight (28) possible Lucky Sum numbers in a Cash 3 drawing. The odds and payout of a winning Lucky Sum Play in a Cash 3 drawing is as follows:

<u>Sum of Three Numbers Played</u>	<u>Expected Odds 1:</u>	<u>Prize Based on \$0.50 Play</u>	<u>Prize Based on \$1.00 Play</u>
0	1,000	\$250.00	\$500.00
1	333	\$84.00	\$168.00
2	167	\$42.00	\$84.00
3	100	\$25.00	\$50.00
4	67	\$17.00	\$34.00
5	48	\$12.00	\$24.00
6	36	\$9.00	\$18.00
7	28	\$7.00	\$14.00
8	22	\$6.00	\$12.00
9	18	\$5.00	\$10.00
10	16	\$4.00	\$8.00
	50		

11	14	\$4.00	\$8.00
12	14	\$3.00	\$6.00
13	13	\$3.00	\$6.00
14	13	\$3.00	\$6.00
15	14	\$3.00	\$6.00
16	14	\$4.00	\$8.00
17	16	\$4.00	\$8.00
18	18	\$5.00	\$10.00
19	22	\$6.00	\$12.00
20	28	\$7.00	\$14.00
21	36	\$9.00	\$18.00
22	48	\$12.00	\$24.00
23	67	\$17.00	\$34.00
24	100	\$25.00	\$50.00
25	167	\$42.00	\$84.00
26	333	\$84.00	\$168.00
27	1,000	\$250.00	\$500.00
Aggregate Payout			50.46%

- J. There are thirty-seven (37) possible Lucky Sum numbers in a Cash 4 drawing. The odds and payout of a winning Lucky Sum Play in a Cash 4 drawing is as follows:

<u>Sum of Numbers Played</u>	<u>Expected Odds1:</u>	<u>Prize based on \$0.50 Play</u>	<u>Prize Based on \$1.00 Play</u>
0	10,000	\$2,500.00	\$5,000.00
1	2,500	\$625.00	\$1,250.00
2	1,000	\$250.00	\$500.00
3	500	\$125.00	\$250.00
4	286	\$71.00	\$142.00
5	179	\$45.00	\$90.00
6	119	\$30.00	\$60.00
7	83	\$21.00	\$42.00
8	61	\$15.00	\$30.00
9	45	\$11.00	\$22.00
10	35	\$9.00	\$18.00
11	29	\$7.00	\$14.00
12	24	\$6.00	\$12.00
13	21	\$5.00	\$10.00

14	19	\$5.00	\$10.00
15	17	\$4.00	\$8.00
16	16	\$4.00	\$8.00
17	15	\$4.00	\$8.00
18	15	\$4.00	\$8.00
19	15	\$4.00	\$8.00
20	16	\$4.00	\$8.00
21	17	\$4.00	\$8.00
22	19	\$5.00	\$10.00
23	21	\$5.00	\$10.00
24	24	\$6.00	\$12.00
25	29	\$7.00	\$14.00
26	35	\$9.00	\$18.00
27	45	\$11.00	\$22.00
28	61	\$15.00	\$30.00
29	83	\$21.00	\$42.00
30	119	\$30.00	\$60.00
31	179	\$45.00	\$90.00
32	286	\$71.00	\$142.00
33	500	\$125.00	\$250.00
34	1,000	\$250.00	\$500.00
35	2,500	\$625.00	\$1,250.00
36	10,000	\$2,500.00	\$5,000.00
Aggregate Payout			50.14%

*Adopted 3/31/10*

### **3.1.14 DESCRIPTION OF MEGA MILLIONS GAME PROCEDURES**

#### **3.1.14.1 DEFINITIONS**

The following definitions apply to section 3.1.14, unless the context requires a different meaning or is otherwise inconsistent with the intention of the rules adopted by the Mega Millions Lotteries.

*Adopted 10/18/16*

- A. “Advertised Grand Prize”. “Advertised Grand Prize” shall mean the estimated annuitized Grand Prize amount as determined by the Mega Millions Consortium and communicated through the Selling Lotteries prior to the Grand Prize drawing. The “Advertised Grand Prize” is not a guaranteed prize amount and the actual Grand Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Grand Prize amount as described in Policy 3.1.14.5.A.

- Amended 10/22/13, 2/3/16; 10/18/16*
- B. “Agent” or “Retailer” means a person or entity authorized by a Party Lottery to sell lottery plays.

*Amended 10/18/16*

- C. "Drawing" refers collectively to the formal draw event for randomly selecting the winning indicia that determine the number of winners for each prize level of the Mega Millions game. Winning indicia include the Winning Numbers for the Mega Millions game.

*Amended 10/18/16*

- D. “Computer pick” means the random selection of indicia by the computer that appears on a ticket or ticketless transaction and are played by a player in the game.

*Amended 10/18/16*

- E. “Finance & Audit Committee” shall mean the committee established by the Multi-State Lottery Association.

*Amended 10/22/13; 10/18/16*

- F. "Game board" or "boards" means that area of the Play Slip, also known as a “panel,” that contains two sets of numbered squares to be marked by the player.

*Amended 6/25/13; 10/18/19*

- G. "Game ticket" or "ticket" means an acceptable evidence of a Mega Millions play, which is a ticket produced by a terminal that meets the specifications defined in these Drawing-Style Game Rules (and the validation requirements) and is a physical representation of the Play or Plays sold to the player or is a properly an validly registered Ticketless Transaction.

*Amended 10/18/16*

- H. “Jackpot” or “Grand Prize” shall refer to the top prize in the Mega Millions game.

*Amended 2/3/16*

- I. “Mega Millions Finance Committee” means a Committee of the Mega Millions Lotteries that determines the Grand Prize amount for each drawing (cash value option and annuity).

*Amended 3/29/13*

- J. “Mega Millions Lotteries” means those lotteries that have joined the Mega Millions Lottery Agreement; the group of lotteries that has reached a Cross-Selling Agreement with the MUSL Product Group for the selling of the Mega Millions Game.

- K. "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.
- L. "MUSL Board" means the governing body of MUSL that is comprised of the chief executive officer of each Party Lottery.
- Amended 2/3/16; 10/18/16*
- M. "Participating Lottery" or "Selling Lottery" means a state lottery or lottery of a political subdivision or entity that is participating in selling the Mega Millions game and that may be a member of either MUSL or the Mega Millions consortium of lotteries.
- Amended 3/29/13*
- N. "Party Lottery" means a state lottery or lottery of a political subdivision or entity that has joined MUSL and, in the context of the Product Group Rules, that has joined in selling the games offered by the MUSL Mega Millions Product Group.
- Amended 10/22/13; 10/18/16*
- O. "Play" means the six (6) numbers, the first five (5) from a field of seventy-five (75) numbers and the last one (1) from a field of fifteen (15) numbers, that appear on a ticket or ticketless transaction as a single lettered selection and are to be played by a player in the game.
- P. "Play Slip" or "Bet Slip" means a card used in marking a player's game plays and containing one or more boards.
- Q. "Product Group" or the "Group" means the group of lotteries that has joined together to offer the Mega Millions lottery game product pursuant to the terms of its Cross-Selling Agreement with the Mega Millions Lotteries, the Multi-State Lottery Agreement and the Product Group's own rules.
- Amended 10/22/13; 10/18/16*
- R. "Set Prize", also referred to as a "low-tier prize", means a prize amount, other than the Grand Prize and, except in instances outlined in these rules, will be equal to the prize amount established by the MUSL Board for the prize level.
- Amended 2/3/16; 10/18/16*
- S. "Terminal" means a device authorized by a Party Lottery to function in an on-line, interactive mode with the lottery's gaming system for the purpose of issuing lottery tickets and entering, receiving and processing lottery transactions, including purchases, validating tickets, and transmitting reports.
- Amended 6/25/13*
- T. "Ticketless Transaction" shall include Plays sold through subscription, internet or non-standard terminals.

- Amended 10/18/16*
- U. "Winning numbers" means the indicia randomly selected during a Drawing event which shall be used to determine winning plays for the Mega Millions game contained on a game ticket or ticketless transaction.

### 3.1.14.2 GAME DESCRIPTION

- Amended 10/22/13; 10/18/19*
- A. Mega Millions is a five (5) out of seventy-five (75), plus one (1) out of fifteen (15), Drawing-Style Game, drawn on the day(s), time(s) and location(s) as determined by the Mega Millions Lotteries, and which pays the Grand Prize, at the election of the player made in accordance with the Official Mega Millions Game Rules or by a default election made in accordance with the Official Mega Millions Game Rules, either on a graduated annuitized annual pari-mutuel basis or as a cash value option using a rate determined by the Mega Millions Finance Committee on a pari-mutuel basis. Except as provided in the Official Mega Millions rules, all other prizes are paid on a single payment basis. Mega Millions winning numbers applicable to determine Mega Millions prizes will be determined on the day(s), time(s) and location(s) as determined by the Mega Millions consortium of lotteries.
- Amended 10/22/13; 10/18/19*
- B. To play Mega Millions, a player shall select (or computer pick) five (5) different numbers, from one (1) through seventy-five (75) and one (1) additional number from one (1) through fifteen (15). The additional number may be the same as one of the first five (5) numbers selected by the player.
- Amended 10/22/13; 10/18/16*
- C. Plays can be purchased for one dollar (\$1.00) per Play, including any specific statutorily-mandated tax to be included in the price of a Mega Millions Play. Plays may be purchased from a Party Lottery approved sales outlet in a manner as approved by the party Lottery and in accordance with MUSL Rules.
- Amended 6/5/14; 10/18/16*
- D. Unless otherwise permitted by the selling lottery, Mega Millions Ticket (subject to validation requirements) or properly registered Ticketless Transaction shall be the only proof of a game Play or Plays and the submission of a winning Ticket to the issuing Party Lottery shall be the sole method of claiming a prize or prizes. A Play Slip has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected. A Lottery Terminal produced paper receipt has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected.
- Amended 10/22/13; 10/18/16*
- E. A Play may not be voided or canceled by returning the Play to the Retailer or to the TEL, including Tickets that are printed in error. A Selling Lottery may develop an approved method of compensating Retailers for Plays that are not transferred to a player for a reason acceptable to the Selling Lottery. No Play that

can be used to claim a prize shall be returned to the lottery for credit. Plays accepted by Retailers as returned Plays and that cannot be re-sold shall be deemed owned by the bearer thereof.

*Amended 10/18/16*

- F. It shall be the sole responsibility of the player to verify the accuracy of the game Play or Plays and other data printed on the Ticket or contained in a Ticketless Transaction. The placing of Plays is done at the player's own risk through the Retailer that is acting on behalf of the player in entering the Play or Plays. The purchaser of a Play or Plays through a ticketless transaction has the sole responsibility for verifying the accuracy and condition of the data at the time of purchase.
- G. Plays may only be entered manually using the Lottery Terminal keypad or touch screen or by means of a Play Slip provided by the Party Lottery and hand-marked by the player or by such other means approved by the Party Lottery. Retailers shall not permit the use of facsimiles of Play Slips, copies of Play Slips, or other materials that are inserted into the Lottery Terminal's Play Slip reader that are not printed or approved by the Party Lottery. Retailers shall not permit any device to be connected to a Lottery Terminal to enter plays, except as approved by the Party Lottery.

*Amended 6/25/13; 10/18/16*

- H. Ticketless Transaction Plays may be registered by the TEL at a lottery processing site that meets the requirements established by the Product Group and the MUSL Board.

*Amended 10/18/16*

- I. Except for a Ticketless Transaction Play purchase, the maximum number of consecutive drawings on a single Play purchase is twenty-six (26). The maximum number of consecutive drawings encompassed by a Ticketless Transaction Play purchase is one hundred four (104). The maximum number of consecutive drawings on a single ticket purchase shall be ten (10).

*Amended 10/25/10, 2/15/12, 2/3/16; 10/18/16*

### **3.1.14.3 PRIZE POOL**

- A. **Mega Million Prize Pool.** The prize pool for all prize categories shall consist of up to fifty-five percent (55%) of each Mega Millions drawing period's sales, inclusive of any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery Play, and inclusive of contributions to the prize pool accounts and prize reserve accounts, but may be higher or lower based upon the number of winners at each prize level, as well as the funding required to meet a guaranteed Annuity Grand Prize, as may be required by TEL Policy 3.14.5.A.2.

*Amended 3/29/13; 6/25/13; 2/3/16; 10/18/16*

**B. Mega Millions Prize Pool Accounts and Prize Reserve Accounts.** The Product Group shall set the contribution rates to the prize pool and prize reserve accounts established by this rule.

1. The following prize reserve accounts for the Mega Millions game are hereby established:
  - a. The Prize Reserve Account (PRA) which is used to guarantee the payment of valid, but unanticipated, Grand Prize claims that may result from a system error or other reason.
2. The following prize pool accounts for the Mega Millions game are hereby established:
  - a. The Grand Prize Pool (GPP), which is used to fund the current Grand Prize;
  - b. The Set Prize Pool (SPP), which is used to fund the Set Prizes. The SPP shall hold the temporary balances that may result from having fewer than expected winners in the Set Prize (aka low-tier prize) categories. The Source of the SPP is the Party Lottery's weekly prize contributions less actual Set Prize liability; and
  - c. The Set-Aside Pool (SAP) which is used to fund the payment of the awarded minimum starting annuity Grand Prizes and the minimum annuity Grand Prize increase, if necessary (subject to the limitations in these rules), as may be set by the Product Group. The source of the SAP funding shall accumulate from the difference between the amount in the Grand Prize Pool at the time of a Grand Prize win and the amount needed to fund Grand Prize payments as determined by the Mega Millions lotteries.

3. The above prize reserve accounts shall have maximum balance amounts or balance limiter triggers that are set by the Product Group and are detailed in the Comments to this Rule.

The maximum balance amounts and balance limit triggers are subject to review by the MUSL Board Finance and Audit Committee. The Finance and Audit Committee shall have two weeks to state objections, if any, to the approved maximum balance amounts or balance limiter triggers. Approved maximum balance amounts or balance limiter triggers shall become effective no sooner than two weeks after notice is given to the Finance and Audit Committee and no objection is stated or sooner if the Committee affirmatively approves the maximum balance amounts or balance limiter triggers. The Group may appeal the Committee's objections to the full Board. Group approved changes in the maximum balance amounts or balance limiter triggers set by the Product Group shall be effective only after the next Grand Prize win.

4. The contribution rate to the GPP shall be 65.154% of the prize pool (32.577% of sales).

An amount up to five percent (5%) of a Party Lottery's sales, including any specific statutorily mandated tax of a Party Lottery to be included in the price of a lottery play, shall be added to a Party Lottery's Mega Millions Prize Pool contribution and placed in trust in one or more prize pool and prize reserve accounts held by the Product Group at any time that the Party Lottery's share of the PRA is below the amounts designated by the Product Group. Details shall be noted in the Comments to this Rule.

5. The Product Group may determine to expend all or a portion of the funds in the prize pools (except the GPP) and the prize reserve accounts:
  - a. for the purpose of indemnifying the Party Lotteries in the payment of prizes to be made by the Selling Lotteries; and
  - b. for the payment of prizes or special prizes in the game, limited to prize pool and prize reserve contributions from lotteries participating in the special prize promotion, subject to the approval of the Board's Finance & Audit Committee or that Committee's failure to object after given two weeks' notice of the planned action, which actions may be appealed to the full Board by the Product Group.
6. The prize reserve shares of a Party Lottery may be adjusted with refunds to the Party Lottery from the prize reserve account(s) as may be needed to

maintain the approved maximum balance and sales percentage shares of the Party Lotteries.

7. A Party Lottery may contribute to its sales percentage share of prize reserve accounts over time, but in the event of a draw down from a reserve account, a Party Lottery is responsible for its full sales percentage share of the prize reserve account, whether or not it has been paid in full.
8. Any amount remaining in the Mega Millions prize pool accounts or prize reserve accounts when the Product Group declares the end of the game shall be returned to the lotteries participating in the prize pool and prize reserve accounts after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game, or otherwise expended in a manner at the election of the individual Members of the Product Group in accordance with jurisdiction statute.

*Amended 10/22/13; 2/3/16; 10/18/16*

- C. **Expected Prize Payout Percentages.** The Grand Prize payout shall be determined on a pari-mutuel basis. Except as otherwise provided in these rules and except for winning prizes sold by the California Lottery, all other prizes awarded shall be paid as single payment prizes. All prize payouts are made with the following expected prize payout percentages, that does not include an additional amount held in prize reserves, although the prize payout percentages per draw may vary:

<u>Number of Matches Per Play</u>	<u>Prize Payment</u>	<u>Prize Pool Percentage Allocated to Prize</u>
All five (5) of first set plus one (1) of second set.	Grand Prize	65.154%*
All five (5) of first set and none of second set.	\$1,000,000.00	10.815%
Any four (4) of first set plus one (1) of second set.	\$5,000.00	1.352%
Any four (4) of first set and none of second set.	\$500.00	1.893%
Any three (3) of first set plus one (1) of second set.	\$50.00	0.933%
Any three (3) of first set plus none of second set.	\$5.00	1.306%
Any two (2) of first set plus one (1) of second set.	\$5.00	2.114%
Any one (1) of first set plus one (1) of second set.	\$2.00	7.083%
None of first set plus one (1) of second set.	\$1.00	9.350%

*Amended 3/29/13; 10/22/13*

1. The Grand Prize amount shall be divided equally by the number of Plays winning the Grand Prize.

*Amended 10/22/13; 10/18/16*

2. Except for winning prizes sold by the California Lottery, SPP (for payment of single payment prizes of one million dollars \$1,000,000.00) or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Set Prizes awarded in the current draw.

*Amended 3/29/13; 10/22/13; 2/3/16; 10/18/16*

3. **Pari-mutuel Prize Determinations.**
  - (a) Except as otherwise provided for in (c), below:
    - (1) If the total of the Mega Millions Set Prizes (as multiplied by the respective Megaplier multiplier if applicable) awarded in a drawing exceeds the percentage of the prize pool allocated to the Mega Millions Set Prizes, then the amount needed to fund the Mega Million Set Prizes, including Megaplier prizes, awarded shall be drawn from the following sources, in the following order:
      - (i) the amount available in the SPP and the Megaplier Prize Pool, if any;
      - (ii) an amount from the PRA, if available, not to exceed forty million dollars (\$40,000,000.00) per Drawing.
    - (b) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded, including Megaplier prizes, then the highest Set Prize shall become a pari-mutuel prize. If the amount

of the highest Set Prize, including Megaplier prizes, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning Plays in proportion to their respective prize percentages. Mega Millions and Megaplier prizes will be reduced by the same percentage.

- (c) By agreement with the Mega Millions Lotteries, the Mega Millions Lotteries shall independently calculate their set pari-mutuel prize amounts. The Party Lotteries and the Mega Millions Lotteries shall then agree to set the pari-mutuel prize amount for all lotteries selling the game at the lesser of the independently-calculated prize amounts.
- 4. Except as may be required by 3.1.14.5, the advertised Grand Prize annuity amount is subject to change based on sales forecasts and/or actual sales.
- 5. Subject to the laws and rules governing each Party Lottery, the number of prize categories and the allocation of the prize fund among the prize categories may be changed at the discretion of the Mega Millions Lotteries, for promotional purposes. Such change shall be announced by public notice.

**3.1.14.4 PROBABILITY OF WINNING MEGA MILLIONS PRIZES**

The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category, based upon the total number of possible combinations in Mega Millions.

Number of Matches Per Play	Probability of Winners	Distribution Probability*
All five (5) of first set plus one (1) of second set	1	1: 258,890,850
All five (5) of first set and none of second set	14	1: 18,492,204
Any four (4) of first set plus one (1) of second set	350	1: 739,688
Any four (4) of first set and none of second set	4,900	1: 52,835
Any three (3) of first set plus one (1) of second set	24,150	1: 10,720
Any three (3) of first set and none of second set	338,100	1: 766

Any two (2) of first set plus one (1) of second set	547,400	1: 473
Any one (1) of first set plus one (1) of second set	4,584,475	1: 56
None of first set plus one (1) of second set	12,103,014	1: 21
Overall	17,602,404	1: 15

\* Numbers rounded to nearest whole number.

### 3.1.14.5 PRIZE PAYMENT

#### A. Grand Prize

*Amended 10/22/13; 10/18/16*

1. The prize money allocated from the current Mega Millions prize pool for the Grand Prize, plus any previous portions of prize money allocated to the Grand Prize category in which no matching Plays were sold, will be divided equally among all Grand Prize winning Plays in all participating lotteries.

*Amended 10/25/10; 3/29/13; 10/22/13*

2. The annuity Grand Prize amount will be paid in thirty (30) graduated annual installments. Grand Prizes won shall be funded by the Selling Lotteries in accordance with the formula set by the Mega Millions Lotteries. The Mega Millions lotteries may set a minimum guaranteed annuity Grand Prize amount that shall be advertised by the Mega Million Lotteries as the starting guaranteed annuity Grand Prize amount.

*Amended 10/18/16*

3. If in any Mega Millions drawing there are no Mega Millions plays that qualify for the Grand Prize, the portion of the prize fund allocated to such Grand Prize shall remain in the Grand Prize category and be added to the amount allocated for the Grand Prize category in the next consecutive Mega Millions drawing.

*Amended 10/22/13*

4. Unless there is a different Party Lottery rule, Grand Prizes shall be paid, at the election of the player made no later than sixty (60) days after the player becomes entitled to the prize, with either a per winner annuity or cash payment. If the payment election is not made by the player within sixty (60) days after the player becomes entitled to the prize, then the prize shall be paid as an annuity prize. The election to take the cash value option must be made within sixty (60) days after the player becomes entitled to the prize. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn or otherwise changed.

5. In the event of a Grand Prize winner who selects the cash value option, the Grand Prize winner's share will be paid in a single cash payment upon completion of internal validation procedures. The cash value option shall be determined by the Product Group.

*Amended 10/22/13; 10/18/16*

6. Graduated annual payment option Grand Prize prizes shall be paid in thirty (30) graduated annual installments. The initial payment shall be paid upon completion of internal validation procedures. The subsequent twenty-nine (29) payments shall be paid graduated annually to coincide with the month of the Federal auction date at which the bonds were purchased to fund the annuity, with graduated annual installments defined in the Mega Millions Lotteries' Finance and Operations Procedures. Payments shall escalate by a factor of five percent (5%) annually, and annual payments shall be rounded down to the nearest even one thousand dollar (\$1,000.00) increment. All such payments shall be made within seven (7) days of the anniversary of the annual auction date.

*Amended 3/29/13; 10/22/13; 2/3/16*

7. If individual shares of the Grand Prize Pool held to fund an annuity is less than two hundred fifty thousand dollars (\$250,000.00), the Product Group, in its sole discretion, may elect to pay the winners their share of the cash held in the Grand Prize pool.

*Amended 2/15/12*

8. Funds for the initial payment of an annuitized prize or the cash value option prize shall be made available by MUSL for payment by the Party Lottery on a scheduled approved by the Product Group. If necessary, when the due date for the payment of a prize occurs before the receipt of funds in the prize pool trust sufficient to pay the prize, the transfer of funds for the payment of the full cash value option amount may be delayed pending receipt of funds from the Party Lotteries or other lotteries participating in the Mega Millions Game. A Party Lottery may elect to make the initial payment from its own funds after validation, with notice to MUSL.

*Amended 10/18/16*

9. In the event of the death of a lottery winner sold by a Party Lottery during the annuity payment period, unless prohibited by jurisdictional law, the MUSL Finance & Audit Committee, in its sole discretion excepting a discretionary review by the Product Group, upon the petition of the estate of the lottery winner (the "Estate") to the lottery of the jurisdiction in which the deceased lottery winner purchased the winning ticket, and subject to federal, state, district or territorial applicable laws, may accelerate the payment of all of the remaining lottery payments to the Estate. If such a determination is made, then securities and/or cash held to

fund the deceased lottery winner's annuitized prize may be distributed to the Estate. The identification of the securities to fund the annuitized prize shall be at the sole discretion of the MUSL Finance & Audit Committee or the Product Group.

*Comment. This Rule is intended to provide players with the advantages offered by the changes made to 26 U.S.C. § 451. These rules should be interpreted in a manner that is consistent with the purposes, requirements and restrictions of that code section. A Party Lottery's share of MUSL non-game earnings may be used to fund annuity payments, as may be needed, in a manner other than provided for in this rule, due to mandates of local laws.*

*Amended 3/29/13; 2/3/16; 10/18/16*

- B. **Prize Payments.** All prizes shall be paid through the Selling Lottery that sold the winning Play, and at the discretion of the Selling Lottery may be paid by cash, check, warrants or electronic transfer. A Party Lottery may begin paying Set Prizes after receiving authorization to pay from the MUSL central office.

*Amended 2/15/12*

- C. **Prizes Rounded.** Annuitized payments of the Grand Prize or a share of the Grand Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Grand Prize win shall be added to the first payment to the winner or winners. Prizes other than the Grand Prize that, under these rules, may become single-payment, pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next occurring Mega Millions drawing.

*Amended 10/22/13*

- D. **Rollover.** If the Grand Prize is not won in a Drawing, the prize money allocated for the Grand Prize shall roll over and be added to the Grand Prize pool for the following Drawing.

*Amended 3/29/13; 10/18/16*

- E. **Limited to Highest Prize Won.** The holder of a winning Play may win only one (1) prize per Play in connection with the winning numbers drawn, and shall be entitled only to the prize won by those numbers in the highest matching prize category. All liability for a Mega Millions prize are discharged upon payment of a prize claim.

*Amended 3/29/13; 10/18/16*

- F. **Prize Claim Period.** Prize claims shall be submitted within the period set by the Party Lottery selling the Play. If no such claim period is established, all Grand Prize claims shall be made within one hundred eighty (180) days after the drawing date.

*Amended 10/18/16*  
**3.1.14.6 PLAY VALIDATION**

- A. To be a valid Play and eligible to receive a prize, a Play’s Ticket or a Ticketless Transaction shall satisfy all the requirements established by the TEL for validation of winning Play sold through its gaming system and any other validation requirements adopted by the Product Group, the MUSL Board and published as the Confidential MUSL Minimum Game Security Standards. MUSL and the Party Lotteries shall not be responsible for Plays that are altered in any manner.

*Amended 2/3/16*

- B. Under no circumstances will a claim be paid for either the Grand Prize or the all five (5) of first set and none of second set prize level without an official Mega Millions Ticket (or validly registered Ticketless Transaction) matching all game play, serial number and other validation data residing in the selling Party Lottery’s gaming system computer and such Ticket (or validly registered Ticketless Transaction) shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize.

*Amended 10/18/16*

- C. In addition to the above, in order to be deemed a valid, winning Mega Millions Play, unless the Play is a validly registered Ticketless Transaction, all of the following conditions must be met:

1. The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the Ticket for the drawing date(s) printed on the Ticket;
2. The Ticket must be intact;
3. The Ticket must not be mutilated, altered, reconstituted, or tampered with in any manner;
4. The Ticket must not be counterfeit or an exact duplicate of another winning Ticket;
5. The Ticket must have been issued by an authorized Mega Millions retailer on official paper stock of the selling Party Lottery;
6. The Ticket must not have been stolen, to the knowledge of the Party Lottery;

7. The Ticket must be submitted for payment in accordance with Section 10 (Procedures for Claiming and Payment of Prizes) of the Official Mega Millions Game Rules;
  8. The Play data must have been recorded on the central computer system prior to the drawing and the Play data must match this computer record in every respect. In the event of a contradiction between information as printed on the Ticket and as accepted by the Party Lottery computer, the wager accepted by the Party Lottery computer shall be the valid wager;
  9. The player or computer number selections, validation data and the drawing date(s) of an apparent winning Play must appear on the official file of winning Plays, and a Play with that exact data must not have been previously paid;
  10. The Play must not be mis-registered, defectively printed or printed or produced in error to an extent that it cannot be processed by the Party Lottery that issued the Play;
  11. The Play must pass validation tests using a minimum of three (3) of the five (5) validation methods as defined in the Mega Millions Finance and Operations Procedures, Section 15. In addition, the Play must pass all other confidential security checks of the Party Lottery that issued the Play;
  12. In submitting a Mega Millions Play for validation, the claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions and final decisions of the Director of the Party Lottery that issued the Play;
  13. There must not be any other breach of these Mega Millions Rules in relation to the Play that, in the opinion of the Director of the Party Lottery that issued the Play, justifies invalidation; and
  14. The Play must be submitted to the Party Lottery that issued it.
  15. Ticketless Transaction Plays must meet the validation requirements of the Party Lottery that issued the Play.
- D. An Official Mega Millions Play submitted for validation that fails any of the preceding validation conditions shall be considered void, subject to the following determinations:
1. In all cases of doubt, the determination of the Party Lottery that sold the Mega Millions Play shall be final and binding; however, the Party Lottery

may, at their option, replace an invalid Play with a Mega Millions ticket of equivalent sales price;

2. In the event a defective ticket is purchased or in the event the Party Lottery determines to adjust an error, the Claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with a Mega Millions Play of equivalent sales price;
3. In the event a Mega Millions Play is not paid by a Party Lottery and a dispute occurs as to whether the Play is a winning Play, the Party Lottery may, at its option, replace the Play as provided in paragraph (1) of this subsection. This shall be the sole and exclusive remedy of the Claimant unless the laws or regulations governing the Party Lottery provide for further administrative review.

*Amended 10/22/13; 10/18/16*

#### **3.1.14.7 PLAY RESPONSIBILITY**

- A. Prize claim procedures shall be governed by the rules of the selling lottery. MUSL and the Selling Lotteries shall not be responsible for prizes that are not claimed following the proper procedures as determined by the selling lottery.
- B. Reserved.
- C. The Product Group, the MUSL and the Party Lotteries shall not be responsible for lost or stolen Plays.
- D. A receipt for a ticketless transaction play has no value and is not evidence of a play. A ticketless transaction play is valid when registered with the lottery in accordance with lottery rules and the person or, if permitted by the lottery rules, the persons registering the play shall be the owner of the ticketless transaction play.
- E. The Party Lotteries shall not be responsible to a prize claimant for Mega Millions Play redeemed in error by a Retailer.
- F. Winners are determined by the numbers drawn and certified by an independent auditor responsible for auditing the Mega Millions draw. MUSL and the party Lotteries are not responsible for Mega Millions winning numbers reported in error.

*Amended 10/22/13; 10/18/16*

#### **3.1.14.8 INELIGIBLE PLAYERS**

- A. A Play or share for a MUSL game issued by the MUSL or any of its Party Lotteries shall not be purchased by, and a prize won by any such Play or share shall not be paid to:
1. a MUSL employee, officer, or director;
  2. a contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
  3. an employee of an independent accounting firm under contract with MUSL to observe drawings or site operations and actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm; or
  4. an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a), (b), and (c) and residing in the same household.
- B. Those persons designated by a Selling Lottery's law as ineligible to play its games shall also be ineligible to play the MUSL game in that Selling Lottery's jurisdiction.
- C. A Play or share of the Mega Millions game may not be purchased in any lottery jurisdiction by any Party Lottery board member; commissioner; officer; employee; or spouse, child brother, sister or parent residing as a member of the same household in the principle place of residence of any such person. Prizes shall not be paid to any persons prohibited from playing Mega Millions in a particular jurisdiction by rules, governing law, or any contract executed by the Selling Lottery.

*Amended 10/22/13; 10/18/16*

### **3.1.14.9 APPLICABLE LAW**

In purchasing a Play, or attempting to claim a prize, purchasers and prize claimants agree to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Party Lottery where the Play was purchased, and by directives and determinations of the director of that Party Lottery. Additionally, the player shall be bound to all applicable provisions in the Mega Millions Finance and Operations Procedures.

A prize claimant agrees, as its sole and exclusive remedy that claims arising out of a Mega Millions Play can only be pursued against the Party Lottery which issued the Play. Litigation, if any, shall only be maintained within the jurisdiction in which the Mega Millions Play was purchased and only against the Party Lottery that issued the Play. No claim shall be made against

any other Party Lottery or against MUSL.

Nothing in these rules shall be construed as a waiver of any defense or claim the Party Lottery which issued the Play, any other Party Lottery, or MUSL may have in any litigation, including in the event a player or prize claimant pursues litigation against a Party Lottery or MUSL, or their respective officers, directors or employees.

All decisions made by a Party Lottery, including the declaration of prizes and the payment thereof and the interpretation of Mega Millions Rules, shall be final and binding on all purchasers and on every person making a prize claim in respect thereof, but only in the jurisdiction where the Mega Millions Play was issued.

Unless the laws, rules, regulations, procedures, and decisions of the Party Lottery which issued the Play provide otherwise, no prize shall be paid upon a Play purchased, claimed or sold in violation of these Rules or the laws, rules, regulations, procedures, and decisions of that Party Lottery; any such prize claimed but unpaid shall constitute an unclaimed prize under these Rules and the laws, rules, regulations, procedures, and decisions of that Party Lottery.

*Amended 10/25/10*

**3.1.14.10 SPECIAL GAME RULES: MEGA MILLIONS MEGAPLIER PROMOTION**

*Amended 10/22/13*

A. **PROMOTION DESCRIPTION.** The Mega Millions Megaplier promotion is a limited extension of the Mega Millions game and is conducted in accordance with the Mega Millions game rules and other lottery rules applicable to the Mega Millions game except as may be amended herein. The promotion will begin at a time announced by the Party Lottery and will continue until discontinued by the lottery. The promotion will offer to the owner of a qualifying Play a chance to multiply or increase the amount of any of the Set Prizes (the prizes normally paying one dollar (\$1.00) to one million dollars (\$1,000,000.00)) won in a drawing held during the promotion. The Grand Prize is not a Set Prize and will not be multiplied or increased by means of the Megaplier promotion.

B. **QUALIFYING PLAY.** A qualifying play is any single Mega Millions Play for which the player pays an extra dollar for the Megaplier option play and that is recorded at the Party Lottery's central computer as a qualifying Play.

*Amended 10/22/13*

C. **PRIZES TO BE MULTIPLIED.** A qualifying Play that wins one of the Set Prizes will be multiplied by the number selected, either two, three, four, or five (2, 3, 4 or 5), in a separate random Megaplier drawing conducted in a manner approved by the Product Group.

*Amended 2/15/12; 10/22/13; 2/3/16*

D. **MEGAPLIER DRAWS.** MUSL will either itself conduct, or authorize a United

States Lottery to conduct on its behalf, a separate random “Megaplier” drawing. The Megaplier drawing shall be conducted prior to each Mega Million drawing. During each Megaplier drawing, a single number (2, 3, 4 or 5) shall be drawn. The Product Group may change one or more of the multiplier features for special promotions from time to time. In the event the Megaplier drawing does not occur prior to the Mega Millions drawing, the multiplier number will be five (5), which shall solely be determined by the lottery authorized to conduct the “Megaplier” drawing.

*Amended 10/25/10; 3/29/13; 2/3/16; 10/18/16*

**E. PRIZE POOL**

**1. Megaplier Prize Pool.**

- (a) The Megaplier Prize Pool (MPP) is hereby created, and which is used to fund Megaplier prizes. The MPP shall hold the temporary balances that may result from having fewer than expected winners in Megaplier. The source of the MPP is the Party Lottery’s weekly prize contributions less actual Megaplier Prize liability.
- (b) Up to fifty-five percent (55%) of each drawing period's sales, as determined by the Product Group, including any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery Ticket, shall be collected for the payment of Megaplier prizes.
- (c) Prize payout percentages per draw may vary. The MPP shall be carried forward to subsequent draws if all or a portion of it is not needed to pay Megaplier prizes awarded in the current draw and held in the MPP.

**2. End of Game.** Any amount remaining in the MPP when the Product Group declares the end of this game shall be returned to the lotteries participating in the account after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game or expended in a manner as directed at the election of the individual Members of the Product Group in accordance with jurisdictional law.

**3. Expected Prize Payout.** Except as provided in this 3.1.14, all prizes awarded shall be paid as single payment set prizes. Instead of the Mega Millions set prize amounts, qualifying Megaplier plays will pay the amounts shown below when matched with the Megaplier number drawn:

<u>Prize Levels with Megaplier Purchase and Megaplier</u>					
	<u>Standard</u>	<u>2x</u>	<u>3X</u>	<u>4X</u>	<u>5X</u>
Match 5+0	\$1,000,000.00	\$2,000,000.00	\$3,000,000.00	\$4,000,000.00	\$5,000,000.00

Match 4+1	\$5,000.00	\$10,000.00	\$15,000.00	\$20,000.00	\$25,000.00
Match 4+0	\$500.00	\$1,000.00	\$1,500.00	\$2,000.00	\$2,500.00
Match 3+1	\$50.00	\$100.00	\$150.00	\$200.00	\$250.00
Match 3+0	\$5.00	\$10.00	\$15.00	\$20.00	\$25.00
Match 2+1	\$5.00	\$10.00	\$15.00	\$20.00	\$25.00
Match 1+1	\$2.00	\$4.00	\$6.00	\$8.00	\$10.00
Match 0+1	\$1.00	\$2.00	\$3.00	\$4.00	\$5.00

Multiplier numbers do not apply to the Mega Millions Grand Prize.

*Amended 2/15/12; 10/22/13*

In certain rare instances, the Mega Millions Set Prize amount may be less than the amount shown. In such case, the Megaplier prizes will be a multiple of the changed Mega Millions prize amount announced after the draw. For example, if the Match 4+1 Mega Millions set prize amount of five thousand dollars (\$5,000.00) becomes two thousand dollars (\$2,000.00) under the rules of the Mega Millions game, then a Megaplier player winning that prize amount with a 4X multiplier would win eight thousand dollars (\$8,000.00: two thousand dollars multiplied by four (\$2,000.00 x 4)).

*Amended 10/25/10; 10/22/13*

F. **PROBABILITY OF WINNING.** The following table sets forth the probability of the various Megaplier numbers being drawn during a single Megaplier drawing. The Product Group may elect to run limited promotions that may modify the multiplier features.

<u>Megaplier</u>	<u>Probability</u>
5X - Set Prize Won Times 5	6 in 15
4X - Set Prize Won Times 4	3 in 15
3X - Set Prize Won Times 3	4 in 15
2X - Set Prize Won Times 2	2 in 15

Multiplier numbers do not apply to the Mega Millions Grand Prize.

*Amended 10/25/10*

G. **LIMITATIONS ON PAYMENT OF MEGAPLIER PRIZES**

1. **Prize Pool Carried Forward.** The prize pool percentage allocated to the Megaplier set prizes shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the set prizes awarded in the current Megaplier draw or may be held in a prize reserve account.

*Amended 3/29/13; 10/22/13*

2. **Pari-Mutuel Prizes—All Prize Amounts.** Except as otherwise provided for in G(2)(b):

**G(2)(a)(1)** If the total of the original Mega Millions Set Prizes and the Megaplier prize amounts awarded in a drawing exceeds the percentage of the prize pools allocated to the Set Prizes, then the amount needed to fund the Set Prizes (including the Megaplier prize

amounts) awarded shall be drawn from the following sources, in the following order:

- (i) the amount available in the SPP and MPP, if any;
- (ii) an amount from the PRA, if available in the account, not to exceed forty million dollars (\$40,000,000.00) per drawing.

**G(2)(a)(2)** If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded (including Megaplier prize amounts), then the highest Set Prize (including the Megaplier prize amounts) shall become a pari-mutuel prize. If the amount of the highest Set Prize, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize, including the Megaplier prize amount, shall become a pari-mutuel prize. This procedure shall continue down through all Set Prizes levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning plays in proportion to their respective prize percentages. Mega Millions and Megaplier prizes will be reduced by the same percentage.

**G(2)(b)** By agreement with the Mega Millions Lotteries, the Mega Millions Lotteries shall independently calculate their set pari-mutuel prize amounts, including the Megaplier prize amounts. The Party Lotteries and the Mega Millions Lotteries shall then agree to set the pari-mutuel prize amounts for all lotteries selling the game at the lesser of the independently-calculated prize amounts.

*Amended 10/25/10; 10/18/16*

**H. PRIZE PAYMENT**

1. **Prize Payments.** All Megaplier prizes shall be paid in one single payment through the Party Lottery that sold the winning Play(s). A Party

Lottery may begin paying Megaplier prizes after receiving authorization to pay from the MUSL.

2. **Prizes Rounded.** Prizes that, under these rules, may become pari-mutuel prizes, may be rounded down so that prizes can be paid in whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the MPP for the next drawing.

*Amended 10/25/10*

### **3.1.15 DESCRIPTION OF TENNESSEE CASH GAME PROCEDURE**

- A. The TEL will operate a five (5) numbers out of thirty-five (35) possible numbers and one (1) number out of five (5) possible numbers pari-mutuel Drawing-Style Game called TENNESSEE CASH. The one (1) number out of five (5) numbers shall be known as CASH BALL. The CASH BALL number may be the same as one of the numbers selected in the first matrix of thirty-five (35) numbers.
  1. The price of a TENNESSEE CASH Ticket shall be one (1) Play for one dollar (\$1.00), or such other price designated by the CEO.
  2. A Ticket may have up to five (5) Plays per Ticket.
  3. A Player may purchase a Ticket for up to twelve (12) consecutive drawings; however, the Play must include the current drawing.
  4. The holder of a winning TENNESSEE CASH Ticket may win in only one prize category per Play in connection with the winning numbers drawn and shall be entitled only to the prize for the highest prize category won by those numbers.
  5. If a single Ticket contains more than one winning Play on separate play Panels, the prize amounts shall be added together and shall be paid in accordance with the TEL prize validation and payment procedures.
  6. Both full and partial Quick Pick is an option for TENNESSEE CASH.
- B. TENNESSEE CASH Prize Pools
  1. The TEL shall allocate for prizes at least fifty percent (50%) of TENNESSEE CASH Net Ticket sales for each TENNESSEE CASH drawing and shall allocate that amount to the winning pool or pools for payment of prizes for that drawing. Net Ticket sales are defined as gross sales less free Tickets claims for matching 2 of 5 numbers of the first set without the CASH BALL.

2. Except as provided below, the prize money allocated to all prize categories shall be awarded equally to the number of Game Plays winning that prize. All other prizes awarded shall have the following expected prize payout percentages:

<u>Number of Matches Per Play</u>	<u>Prize Payment</u>	<u>Prize Pool Percentage Allocated to Prize</u>
All five (5) of first set plus CASH BALL.	Pari-mutuel	61.43%
All five (5) of first set without CASH BALL.	Pari-mutuel	5.48%
Any four (4) of first set plus CASH BALL.	Pari-mutuel	2.05%
Any four (4) of first set without CASH BALL.	Pari-mutuel	2.05%
Any three (3) of first set plus CASH BALL.	Pari-mutuel	5.96%
Any three (3) of first set without CASH BALL.	Pari-mutuel	11.91%
Any two (2) of first set plus CASH BALL.	Pari-mutuel	11.12%
Any two (2) of first set without CASH BALL.	Free Ticket*	<u>0.00%</u>
		100.00%

\* The Free Ticket prize category shall not be pari-mutuel.

3. If, in any TENNESSEE CASH drawing, there are no Plays that qualify for a prize category, the portion of the prize fund allocated to such prize category shall remain in the prize category and be added to the amount allocated for that prize category in the next consecutive TENNESSEE CASH drawing.
4. The number of prize categories and the allocation of the prize fund among the prize categories may be changed at the discretion of the TEL for promotional and other purposes. Such change shall be announced by public notice.

C. Prize Payments

2. Each prize payment in TENNESSEE CASH shall be paid in a lump sum (one payment).
3. All pari-mutuel prizes shall have the winning amount rounded down to the nearest whole dollar.
4. Winning Tickets may be cashed beginning at 5 a.m. CT the day after the drawing.

D. TENNESSEE CASH Prize Structure and Game Odds

1. Provided the prize pools are fully funded, the prize payments and game odds for TENNESSEE CASH, based on a one dollar (\$1.00) Play, are as follows:

<u>Number of Matches Per Play</u>	<u>Prize Payment</u>	<u>Odds*</u>
All five (5) of first set plus CASH BALL.	Pari-mutuel	1: 1,623,160
All five (5) of first set without CASH BALL.	Pari-mutuel	1: 405,790
Any four (4) of first set plus CASH BALL.	Pari-mutuel	1: 10,821
Any four (4) of first set without CASH BALL.	Pari-mutuel	1: 2,705
Any three (3) of first set plus CASH BALL.	Pari-mutuel	1: 343
Any three (3) of first set without CASH BALL.	Pari-mutuel	1: 93
Any two (2) of first set plus CASH BALL.	Pari-mutuel	1: 40
Any two (2) of first set without CASH BALL.	Free Ticket	<u>1: 10</u>
Overall Odds		1: 7

\* Rounded

2. A winning TENNESSEE CASH Ticket matching two (2) numbers from the first set but not the CASH BALL shall win a free TENNESSEE CASH Ticket consisting on one (1) Play to the next TENNESSEE CASH Drawing occurring after the prize is claimed. The Play for the TENNESSEE CASH Ticket shall be selected by the Terminal using Quick Pick.

E. Canceled Tickets

Tickets for TENNESSEE CASH cannot be canceled.

F. Time, Place, Frequency and Means of Conducting Drawing

1. TENNESSEE CASH drawings may be conducted at the studios of a local television station in Nashville, Monday, Wednesday and Friday nights at approximately 10:30pm CT, or at such other day, time or place established by the CEO.
2. The TEL may conduct TENNESSEE CASH drawings using computers equipped with random number generators with a program specific to this Drawing-Style Game and audited by an independent accounting firm; or, at the discretion of the CEO, two (2) mechanical drawing machines selected at random and one (1) ball set selected at random consisting of numbers one (1) thru thirty-five (35) and a second ball set selected at random consisting of numbers one (1) thru (5), the result shall be to select

at random five (5) winning numbers out of thirty-five (35) possible numbers from the first ball set and one (1) winning number out of five (5) possible numbers from the second ball set, in accordance with the controls and methods set forth in these rules and in other TEL policies and procedures; may be used.

3. Notwithstanding the foregoing, at the discretion of the CEO, TENNESSEE CASH drawings may be conducted, or winning numbers obtained, in accordance with the provisions of the TEL's Disaster Recovery Plan in the event of a natural or other disaster or emergency.

#### G. Promotions

At the discretion of the CEO, the TEL may, from time to time, offer promotions associated with the sale or validation of TENNESSEE CASH Tickets.

*Amended 11/5/12*

### **3.1.16 VIP PLAYERS SUITE**

- A. VIP Players Suite is a player loyalty rewards program. Players must create an account on a website designated for such purpose. Each non-winning Ticket shall be assigned a fixed number of points and Players must register their non-winning Tickets in their account. Once registered, the Player will receive the points allocated to the registered Ticket. Players may redeem their accumulated points to acquire merchandise from an on-line catalogue in the VIP Players Suite; or, as approved by the CEO, special marketing initiatives may be held in connection with the VIP Players Suite during which Players may use a designated amount of points to enter drawings for trips, prizes and promotional opportunities.
- B. The CEO (or designee) may prescribe, from time to time, such features and/or limitations as necessary, in such officer's discretion, to ensure the optimal performance of the VIP Players Suite. Further, the CEO (or designee) shall determine the merchandise to be made available in the VIP Players Suite, as well as prizes to be won during special marketing initiatives; and shall, from time to time, set the parameters for the allocation of points to non-winning Tickets.
- C. The TEL may discontinue the operation of VIP Players Suite at the discretion of the CEO.

### **3.1.17 DESCRIPTION OF HOT LOTTO GAME PROCEDURES**

#### **3.1.17.1 DEFINITIONS**

The following definitions apply to section 3.1.17, unless the context requires a different meaning or is otherwise inconsistent with the intention of the rules adopted by the Hot Lotto Product

Group. Capitalized terms used but not defined in these rules shall have the meaning ascribed to them in the MUSL Agreement. In the event of a conflict between the defined terms in this section 3.1.17 and the defined terms in Appendix A, the defined terms in this Section 3.1.17 shall control.

*Amended: 2/13/13*

- A. “Advertised Grand Prize”. The Advertised Grand Prize amount shall be the amount determined and publicly announced by the Product Group to be the Grand Prize for the drawing. The “Advertised Grand Prize” amount is not the Gross Grand Prize Value. The Advertised Grand Prize amount shall be the minimum amount which would be paid as a “Withholding Taxes Paid” prize to the Grand Prizewinner(s), on a pari-mutuel basis, after calculating the potential federal and jurisdictional withholding taxes, if any, applicable to resident United States citizens with a valid Social Security Number, to the Gross Grand Prize Value. If a Member Lottery advertises an “Estimated Grand Prize” that shall have the same meaning as an “Advertised Grand Prize.”
- B. "Agent" or "Retailer" means a person or entity authorized by a Party Lottery to sell lottery tickets.
- C. "Drawing" means the formal process of selecting winning numbers that determine the number of winners for each prize level of the game.
- D. "Computer Pick" means the random selection of two-digit numbers by the computer system that appear on a ticket and are played by a player in the game.
- E. "Game Board" or "Boards" means that area of the Play Slip that contains two (2) sets of numbered squares to be marked by the player, the first set containing forty-seven (47) squares, numbers one (1) through forty-seven (47), and the second set containing nineteen (19) squares, numbers one (1) through nineteen (19).

*Amended 6/14/13*

- F. "Game Ticket" or "Ticket" means a ticket produced by a terminal that meets the specifications defined in TEL Policy 3.1.4.D and 3.1.17.6 (Ticket Validation) or is a properly and validly registered ticketless transaction play.

*Amended 6/14/13*

- G. “Gross Grand Prize Value” shall mean the Grand Prize value prior to deductions for any applicable withholding taxes due the federal or jurisdictional governments.

*Amended: 2/13/13*

- H. “Guaranteed Grand Prize” as used in these Rules refers to the guarantee by the Product Group as to the “Gross Grand Prize Value” amount; the “Advertised Grand Prize” amount is not a guaranteed prize amount.

- I. "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.
- J. "MUSL Board" means the governing body of the MUSL that is comprised of the chief executive officer of each Party Lottery.
- K. "On-Line Lottery Game" or "Drawing-Style Lottery Game" means a lottery game wherein a player selects numbers out of a larger predetermined set or sets of numbers.
- L. "Party Lottery" or "Member Lottery" means a state lottery or lottery of a political subdivision or entity that has joined the MUSL and, in the context of these Product Group Rules, that has joined in selling the Hot Lotto game.
- M. "Play" or "Bet" means the six (6) numbers, the first five (5) from a field of forty-seven (47) numbers and the last one (1) from a field of nineteen (19) numbers, that appear on a Ticket as a single lettered selection and are to be played by a player in the game.
- N. "Product Group" or the "Group" means a group of lotteries that have joined together to offer a common product pursuant to the terms of the Multi-State Lottery Agreement and the Product Group's own rules.
- O. "Play Slip" or "Bet Slip" means a card used in marking a player's game Plays and containing one or more Boards.
- Amended 2/3/16*
- P. "Set Prize", also referred to as a "low-tier" prize or "lower tier prize", means all other prizes except the Grand Prize that are advertised to be paid by a single cash payment and, except in instances outlined in these rules, will be equal to the prize amount established by the MUSL Board for the prize level.
- Amended: 2/13/13*
- Q. "Terminal" means a device authorized by a Party Lottery to function in an on-line, interactive mode with the lottery's computer system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including making purchases, validating tickets, and transmitting reports.
- Amended 6/14/13*
- R. "Ticketless Transaction" shall include plays sold through subscription, internet or non-standard terminals.
- S. "Winning Numbers" means the six (6) numbers, the first five (5) from a field of forty-seven (47) numbers and the last one (1) from a field of nineteen (19) numbers, randomly selected at each Drawing, that shall be used to determine winning Plays contained on a Ticket.

*Amended 6/14/13*

- T. “Withholding Taxes Paid Prizes” shall mean prizes where the Party Lottery pays the prize winner a net prize amount, that consists of the Party Lottery withholding and depositing on behalf of the prize winner the required federal and jurisdictional withholding taxes (if any) on the “Gross Grand Prize Value” and the residual amount paid to the prize winner.

### 3.1.17.2 GAME DESCRIPTION

*Amended 6/14/13; 2/3/16*

- A. **Methodology.** Hot Lotto is a five (5) out of forty-seven (47) plus one (1) out of nineteen (19) Drawing-Style Lottery Game that pays Grand Prize payments as a cash lump sum payment on a pari-mutuel basis. All prizes are paid on a single payment basis. To play Hot Lotto, a player shall select five (5) different numbers, between one (1) and forty-seven (47) and one (1) additional number between one (1) and nineteen (19), for input into a Terminal. The additional number may be the same as one (1) of the first five (5) numbers selected by the player. Tickets can be purchased for one dollar (\$1.00), including sales tax where mandated, either from a Terminal operated by a Retailer (i.e., a clerk-activated Terminal) or from a Terminal operated by the player (i.e., a player-activated Terminal). If purchased from a Retailer, the player may select a set of five (5) numbers and one (1) additional number by communicating the six (6) numbers to the Retailer, or by marking six (6) numbered squares in any one Game Board on a Play Slip and submitting the Play Slip to the Retailer or by requesting "Computer Pick" from the Retailer. The Retailer will then issue a Ticket, via the Terminal, containing the selected set or sets of numbers, each of that constitutes a game Play. Tickets can be purchased from a player-activated Terminal by use of a touch screen or by inserting a Play Slip into the Terminal. Tickets may also be purchased through a ticketless transaction process as provided in 3.1.17.2.F, below.

*Amended 2/3/16*

- B. **Claims.** Unless otherwise permitted by the Selling Lottery, a Ticket (subject to the validation requirements set forth in TEL Policies 3.1.4.D and 3.1.17.6 (Ticket Validation)) shall be the only proof of a game Play or Plays and the submission of a winning ticket to the issuing Party Lottery or its authorized Retailer shall be the sole method of claiming a prize or prizes. A Play Slip has no pecuniary or prize value and shall not constitute evidence of Ticket purchase or of numbers selected.
- C. **Cancellations Prohibited.** A Ticket may not be voided or canceled by returning the Ticket to the selling Retailer or to the TEL, including Tickets that are printed in error. No Ticket that can be used to claim a prize shall be returned to the TEL for credit. Tickets accepted by Retailers as returned Tickets and that cannot be re-sold shall be deemed owned by the bearer thereof.
- D. **Player Responsibility.** It shall be the sole responsibility of the player to verify the accuracy of the game Play(s) and other data printed on the Ticket. The placing of Play(s) is done at the player's own risk through the Retailer who is

acting on behalf of the player in entering the Play(s).

- E. **Entry of Plays.** Plays may only be entered manually using the Terminal keypad or touch screen or by means of a Play Slip provided by the Party Lottery and hand-marked by the player or by such other means approved by the Party Lottery. Retailers shall not permit the use of facsimiles of Play Slips, copies of Play Slips, or other materials that are inserted into the Terminal's play slip reader that are not printed or approved by the Party Lottery. Retailers shall not permit any device to be connected to a Terminal to enter plays, except as approved by the Party Lottery.

*Amended 6/14/13*

- F. **Registration of Plays.** Ticketless transaction Plays may be registered by the TEL at a processing site that meets the requirements established by the Product Group and its Security and Integrity Committee.

- G. **Future Plays.** The maximum number of consecutive Drawings on a single Ticket purchase is ten (10). Proceeds from advanced sales may be held by the Party Lottery until the draw date for which the Ticket applies.

- H. **Drawings.** Drawings shall be held at the times and places established by the Product Group and the results shall be subsequently announced to the public.

1. The CEO (or designee) shall determine the time for the end of sales prior to the Drawings, which shall not be later than the time established by the Product Group. Terminals shall not process Drawing-Style Tickets for a Drawing after the time established by the CEO (or designee).
2. The Product Group shall designate the type of drawing equipment to be used and shall establish drawing procedures to randomly select the Winning Numbers and to ensure the integrity of the drawing process.

*Amended: 2/13/13; 6/14/13*

- I. **Withholding Taxes Paid Prizes.** A Grand Prizewinner shall receive a "Withholding Taxes Paid Prize". "Withholding Taxes Paid Prizes" mean prizes where the Party Lottery pays the Grand Prize winner a net prize amount, that consists of the Party Lottery reducing the "Gross Grand Prize Value" by the required federal and jurisdictional withholding taxes (if any), and withholding and depositing on behalf of the Grand Prize winner the required federal and jurisdictional withholding taxes (if any) on the "Gross Grand Prize Value" and the Party Lottery paying the Grand Prize Winner the residual amount (subject to any setoff requirements). Grand Prize winners will receive a Withholding Taxes Paid prize determined after deducting all applicable withholding taxes regardless of the "Advertised Grand Prize Amount," and which may be higher or lower than the "Advertised Grand Prize Amount."

1. Federal and jurisdictional withholding tax rates are subject to change and will be determined at the time the prize is awarded.
2. The “Withholding Taxes Paid” prize amount reported to the federal and jurisdictional revenue authorities by the Party Lottery as subject to income taxation shall reflect the amount paid to the Grand Prize winner and also the amount remitted as withholding taxes to the federal and jurisdictional authorities (if any) on behalf of the Grand Prize winner.
3. The Party Lottery and MUSL are not responsible for additional income or other taxes applicable in excess of the amount withheld and remitted by the Party Lottery that may be due when the Grand Prize Winner files all tax returns for the year the prize is claimed; Grand Prize Winners should verify personal tax liability with a financial adviser.

*For example*, if a single Grand Prize winner wins the “Advertised Grand Prize” of \$2,000,000.00 that has a Gross Grand Prize Value of \$3,050,000.00, and the federal withholding tax rate is 25% and the jurisdictional withholding tax rate is 6%, the Party Lottery will withhold and remit \$762,500.00 in federal tax withholding, \$183,000.00 in jurisdictional tax withholding and pay the Grand Prize winner \$2,104,500.00 in a single cash prize payment (subject to any setoff requirements); at the end of the tax year the Party Lottery will communicate to the Grand Prize winner a W-2G Form showing prize won of \$3,050,000.00.

### 3.1.17.3 PRIZE POOL

*Amended: 6/14/13*

- A. **Prize Pool.** The prize pool for all prize categories shall consist of fifty percent (50%) of each Drawing period's sales, including tax, after the prize reserve accounts are funded to the amounts set by the Product Group. Any amount remaining in the Gross Grand Prize pool at the end of this game shall be carried forward to a replacement game or expended in a manner as directed by the Product Group in accordance with state law.

*Amended: 2/13/13; 6/14/13; 2/3/16*

- B. **Prize Pool Accounts and Prize Reserve Accounts.** An amount equal to up to one percent (1%) of a Party Lottery's sales, including tax, shall be deducted from a Party Lottery's Grand Prize Pool and placed in trust in one or more prize pool accounts and prize reserve accounts when the Gross Grand Prize exceeds \$2,000,000.00. An additional two percent (2%) of a Party Lottery's sales, including tax, shall be deducted from a Party Lottery's Gross Grand Prize Pool contribution and placed in trust in one (1) or more prize pool accounts and prize reserve accounts when the Gross Grand Prize Pool exceeds \$5,000,000.00 until the prize pool accounts and Party Lottery's share of the prize reserve account(s) reach(es) the amounts designated by the Product Group.

The Product Group has established the following prize reserve account for the Hot Lotto game: the Prize Reserve Account (“PRA”), which is used to guarantee the payment of valid, but unanticipated, Grand Prize claims that may result from a system error or other reason, and to fund deficiencies in low-tier prize payments (subject to the limitations of these rules).

The Product Group has established the following prize pool accounts for the Hot Lotto Game: the Gross Grand Prize Pool, which is used to fund the immediate Grand Prize; the Set Prize Pool, which is used to fund the set prize payments for the immediate draws, the Set-Aside Account, which is used to guarantee payment of the minimum or starting Grand Prize; the Hot Lotto Sizzler Prize Pool Account, which is described in Part III of these rules; and the Lower Tier Prize Pool, which holds the temporary balances that may result from having fewer than expected winners in the low-tier set prize categories. The source of the Lower Tier Prize Pool funds is the Party Lottery’s weekly prize contributions less actual set prize liability.

The Product Group may determine to expend all or a portion of the funds in the prize pool accounts (except the Gross Grand Prize Pool) and prize reserve account: (1) for the purpose of indemnifying the Party Lotteries and Licensee Lotteries in the payment of prizes to be made by the participating lotteries, subject to the approval of the Board; and (2) for the payment of prizes or special prizes in the game, limited to prize pool and prize reserve contributions from lotteries participating in the special prize promotion; following review and comment of the Finance and Audit Committee. The prize reserve shares of a Party Lottery may be adjusted with refunds to the Party Lottery from the prize reserve account as may be needed to maintain the approved maximum balance and shares of the Party Lotteries.

Once the Prize Pool accounts and the Party Lottery’s share of the prize reserve accounts exceeds the designated amounts, the excess shall become part of the Grand Prize pool. The Product Group, with approval of the Finance & Audit Committee, may establish a maximum balance for the prize reserve account. Any amount remaining in a prize pool account and prize reserve account when the Product Group declares the end of this game shall be returned to the lotteries participating in the accounts after the end of all claim periods of all Party Lotteries, carried forward to a replacement game or expended in a at the election of the individual members of the Product Group in accordance with jurisdiction law.

*Amended: 2/13/13; 6/14/13; 2/3/16*

- C. **Expected Prize Payout Percentages.** Grand Prize payment amounts shall be determined on a pari-mutuel basis. Except as provided in this section 3.1.17, all other prizes awarded shall be paid as single payment prizes with the following

expected prize payout percentages:

Number of Matches Per Play	Prize Payment	Prize Pool Percentage Allocated to Prize
All five (5) of first set plus one (1) of second set.	Gross Grand Prize Value*	52.1188%
All five (5) of first set and none of second set.	\$30,000.00	3.7056%
Any four (4) of first set plus one (1) of second set.	\$3,000.00	4.3232%
Any four (4) of first set and none of second set.	\$100.00	2.5940%
Any three (3) of first set plus one (1) of second set.	\$50.00	2.9542%
Any three (3) of first set and none of second set.	\$6.00	6.3811%
Any two (2) of first set plus one (1) of second set.	\$6.00	4.7268%
Any one (1) of first set plus one (1) of second set.	\$3.00	11.5214%
None of first set plus one (1) of second set.	\$2.00	11.6750%

\* The above reflects the Gross Grand Prize Value; the “Advertised Grand Prize” is described elsewhere in these Rules. The Gross Grand Prize Value amount will be reduced by federal and jurisdictional withholding taxes (if any) that will be remitted by the Party Lottery on behalf of the Grand Prize winner with the Grand Prize winner receiving the residual amount as their Grand Prize payment (subject to offsets). The prize amount reported to the federal and jurisdictional revenue authorities by the Party Lottery as subject to income taxation shall reflect the amount paid to the Grand Prize winner (including any offsets) and also the amount remitted as withholding taxes to the federal and jurisdictional authorities (if any) on behalf of the Grand Prize winner.

*Amended: 2/13/13; 2/3/16*

1. The prize money allocated to the Gross Grand Prize Value category shall be divided equally by the number of Plays winning the Grand Prize.
2. The prize pool percentage allocated to the Set Prizes (the prizes of thirty thousand (\$30,000.00 or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Set Prizes awarded in the current draw. If the total of the Set Prizes awarded in a Drawing exceeds the percentage of the prize pool allocated to the Set Prizes, then the amount needed to fund the Set Prizes awarded shall be drawn from the following sources, in the following order:
  - i. the amount allocated to the Set Prizes, including Sizzler prizes, and carried forward from previous draws, if any;
  - ii. an amount from the PRA, if available, and
  - iii. an amount from the set-aside account, if available, not to exceed the balance of that account.

If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded, then the highest Set Prize shall become a pari-mutuel prize. If the amount of the highest Set Prize, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not

sufficient funds to pay the remaining Set Prizes awarded, including the Sizzler prizes, then the next highest Set Prize shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning plays in proportion to their respective prize percentages. Hot Lotto and Sizzler prizes will be reduced by the same percentage.

*Amended 6/14/13*

**3.1.17.4 PROBABILITY OF WINNING**

The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category, based upon the total number of possible combinations in Hot Lotto.

<u>Number of Matches Per Ticket</u>	<u>Probability Distribution</u>	<u>Probable/Set Prize Amount</u>
All five (5) of first set plus one (1) of second set	1: 29,144,841	Grand Prize* **
All five (5) of first set and none of second set	1: 1,619,157.833333	\$30,000.00
Any four (4) of first set plus one (1) of second set	1: 138,784.957143	\$3,000.00
Any four (4) of first set and none of second set	1: 7,710.275397	\$100.00
Any three (3) of first set plus one (1) of second set	1: 3,384.998955	\$50.00
Any three (3) of first set and none of second set	1: 188.055497	\$6.00
Any two (2) of first set plus one (1) of second set	1: 253.874922	\$6.00
Any one (1) of first set plus one (1) of second set	1: 52.076907	\$3.00
None of first set plus one (1) of second set	1: 34.261123	\$2.00
Overall	1: 17.217787	

\* The Grand Prize amount does not include the Prize Reserve Account deduction or any other deductions, if any.  
 \*\* This amount reflects the “Gross Grand Prize Value”; the “Advertised Grand Prize and “Withholding Taxes Paid Prize” amounts are discussed elsewhere in these rules.

**3.1.17.5 PRIZE PAYMENT**

*Amended 6/14/13; 2/3/16*

**A. Grand Prizes.**

1. Grand Prizes. Grand Prizewinners shall be paid through the Party Lottery that sold the winning Ticket, with a single payment and, whether described as cash payment prize or otherwise, at the discretion of the Party Lottery which sold the winning Ticket, shall be paid by cash, check warrant or electronic transfer. The Gross Grand Prize Value shall be a guaranteed amount and Grand Prize winner share(s) shall be determined

pursuant to TEL Policy 3.1.17.5.E. and Official Hot Lotto Rule 30.5.

2. Grand Prizes Prior to May 12, 2013. For Hot Lotto Grand Prize winners prior to May 12, 2013, who had elected an annuity payout of their Grand Prize, in the event of the death of a lottery winner during the annuity payment period, the Product Group, in its sole discretion, upon the petition of the estate of the lottery winner (the "Estate") to the state lottery of the state in which the deceased lottery winner purchased the winning Ticket, and subject to federal, state, or district applicable laws, may accelerate the payment of all of the remaining lottery proceeds to the Estate. If the Product Group makes such a determination, then securities and/or cash held to fund the deceased lottery winner's annuitized prize may be distributed to the Estate. The identification of the securities to fund the annuitized prize shall be at the sole discretion of the Product Group.

*Amended: 2/13/13; 2/3/16*

- B. **Low-Tier Cash Prize Payments.** All low-tier prizes (all prizes except the Grand Prize, whether described as cash payment prizes or otherwise) shall be paid through the Party Lottery that sold the winning Ticket and, at the discretion of the Party Lottery which sold the winning Ticket, shall be paid by cash, check, warrant or electronic transfer. The Party Lottery may begin paying low-tier prizes after receiving authorization to pay from the MUSL central office.
- C. **Prizes Rounded.** Prizes that, under these rules, may become single-payment, pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next Drawing.
- D. **Rollover.** If the Grand Prize is not won in a Drawing, the prize money allocated for the Grand Prize shall roll over and be added to the Grand Prize pool for the following Drawing.

*Amended 6/11/13; 10/22/13; 2/3/16*

- E. **Funding of Guaranteed Prizes.** Prior to a Drawing, the Product Group shall determine and publicly announce the "Advertised Grand Prize" amount for that Drawing. The Gross Grand Prize Value amount, that is used to determine the Advertised Grand Prize amount, shall be a guaranteed amount, and the Product Group may offer guaranteed minimum Gross Grand Prize Value amounts or minimum increases in the Gross Grand Prize Value amount between Drawings or make other changes in the allocation of prize money where the Product Group finds that it would be in the best interest of the game. Guaranteed Gross Grand Prize Value amounts shall be funded as determined by the Product Group. Grand Prize winning Play shares shall be determined as follows:

Grand Prize winning Play shares shall be determined as follows: If there are multiple Grand Prize winning Plays during a single Drawing, then a winning Play's share of the Grand Prize shall be determined by dividing the Gross Grand

Prize Value by the number of Grand Prize winning Plays. Each Grand Prize winning Play share shall be paid as a “Withholding Taxes Paid” prize with applicable federal and jurisdictional withholding amounts reducing the amount paid to the Grand Prize winner(s). Minimum guaranteed prizes or increases may be waived if the alternate funding mechanism set out in Official Hot Lotto Rule 28.3(b) becomes necessary.

- F. **Limited to Highest Prize Won.** The holder of a winning Ticket may win only one (1) prize per Play in connection with the Winning Numbers drawn, and shall be entitled only to the prize won by those numbers in the highest matching prize category.
- G. **Prize Claim Period.** Prize claims shall be submitted within the period set by the Party Lottery selling the ticket. If no such claim period is established, all grand prize claims shall be made within one hundred eighty (180) days after the drawing date.

### 3.1.17.6 TICKET VALIDATION

To be a valid Ticket and eligible to receive a prize, a Ticket shall satisfy all the requirements established by the TEL for validation of winning tickets sold through its gaming system and any other validation requirements adopted by the TEL, the Product Group or the MUSL Board and published as the Confidential MUSL Minimum Game Security Standards. MUSL, the TEL and the other Party Lotteries shall not be responsible for Tickets that are altered in any manner.

*Amended 6/14/13*

### 3.1.17.7 TICKET RESPONSIBILITY

- A. **Prize Claims.** Prize claim procedures shall be governed by the rules of the selling lottery. MUSL and the Selling Lotteries shall not be responsible for prizes that are not claimed following the proper procedures as determined by the selling lottery.
- B. **RESERVED.**
- C. **Stolen Tickets.** The TEL, the Product Group, MUSL and the Party Lotteries shall not be responsible for lost or stolen tickets.
- D. **Ticketless Transaction Plays.** A receipt for a ticketless transaction Play has no value and is not evidence of a Play. A ticketless transaction Play is valid when registered with the lottery in accordance with lottery rules and the person or, if permitted by the lottery rules, the persons registering the Play shall be the owner of the ticketless transaction Play.

### 3.1.17.8 INELIGIBLE PLAYERS

- A. A Ticket or share for a game issued by this Product Group through any of its Party Lotteries shall not be purchased by, and a prize won by any such ticket or share shall not be paid to:
1. A MUSL employee, officer, or director;
  2. A contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
  3. An employee of an independent accounting firm under contract with MUSL to observe Drawings or site operations and actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm; or
  4. An immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a), (b), and (c) and residing in the same household.
- B. Those persons designated by a Party Lottery's law as ineligible to play its games shall also be ineligible to play the MUSL game in that Party Lottery's jurisdiction.

*Amended 6/25/13*

### **3.1.17.9 APPLICABLE LAW**

In purchasing a Ticket, the purchaser agrees to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Party Lottery where the Ticket was purchased.

### **3.1.17.10 SPECIAL GAME RULES: HOT LOTTO SIZZLER PROMOTION**

- A. **PROMOTION DESCRIPTION.** The Hot Lotto Sizzler promotion is a limited extension of the Hot Lotto game and is conducted in accordance with the Official Hot Lotto Game Rules and other lottery rules applicable to the Hot Lotto Game, except as may be amended herein. The promotion will begin at a time announced by the CEO (or designee) and will continue until discontinued by the CEO (or designee). The promotion will offer to the owners of a qualifying Play a chance to multiply the amount of any of the eight (8) lump sum Set Prizes (the lump sum prizes normally paying \$2.00 to \$30,000.00) won in a Drawing held during the promotion. The Grand Prize jackpot is not a Set Prize and will not be multiplied.
- B. **QUALIFYING PLAY.** A qualifying Play is any single Hot Lotto Play for which the player pays an extra one dollar (\$1) for the Sizzler option Play and that is recorded at the Member Lottery's central computer system as a qualifying Play.
- C. **PRIZES TO BE MULTIPLIED.** A qualifying Play that wins one (1) of the eight (8) lump sum Set Prizes will be multiplied by three (3). The Hot Lotto Group

may change this multiplier number for special promotions from time to time.

D. **[Reserved]**

*Amended: 2/13/13; 6/14/13*

E. **PRIZE POOL**

1. **Sizzler Prize Pool.** The Sizzler Prize Pool for all prize categories shall consist of approximately forty-seven and eight thousand eight hundred thirteen ten thousandths percent (47.8813%) of each Drawing period's sales, including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a lottery ticket, for the purpose of paying Sizzler prizes. The Sizzler Prize Pool shall be carried forward to subsequent Drawings if all or a portion of it is not needed to pay the Set Prizes awarded in the current Drawing and held in the Sizzler Prize Pool Account.

*Amended 2/3/16*

2. **Sizzler Prize Pool Account Funding.** Two and one thousand one hundred eighty-seven ten thousandths percent (2.1187%) of sales, including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a lottery ticket, may be collected and placed in trust in the Sizzler Prize Pool Account. Any amounts remaining in the Sizzler Prize Pool Account when the Product Group declares the end of the game shall be returned to the lotteries participating in the account after the end of all claim periods of all Party Lotteries, carried forward to a replacement game, or otherwise expended in a manner as directed by the individual members of the Product Group in accordance with jurisdiction law.
3. **Expected Prize Payout.** Except as provided in this section 3.1.17, all prizes awarded shall be paid as lump sum Set Prizes. Instead of the Hot Lotto Set Prize amounts, qualifying Sizzler Plays will pay the amounts shown:

	<u>Hot Lotto Prize Amount</u>	<u>Pays Instead 3X</u>
Match 5+0	\$30,000.00	\$90,000.00
Match 4+1	\$3,000.00	\$9,000.00
Match 4+0	\$100.00	\$300.00
Match 3+1	\$50.00	\$150.00
Match 3+0	\$6.00	\$18.00
Match 2+1	\$6.00	\$18.00
Match 1+1	\$3.00	\$9.00
Match 0+1	\$2.00	\$6.00

*In certain rare instances, the Hot Lotto Set Prize amount may be less than the amount*

*shown. In such case, the Sizzler prizes will be a multiple of the new Hot Lotto prize amount. For example, if the Match 5 of the first set and none of the second set Hot Lotto Set Prize amount of \$30,000.00 becomes \$27,000.00 under the rules of the Hot Lotto game, then a Sizzler player winning that prize would win \$81,000.00 (\$27,000.00 x 3).*

F. **[Reserved]**

G. **LIMITATIONS ON PAYMENT OF SIZZLER PRIZES**

1. **Prize Pool Carried Forward.** The Sizzler prize pool percentage allocated to the Sizzler Set Prizes shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Set Prizes awarded in the current draw.

*Amended: 2/13/13; 6/14/13*

2. **Pari-Mutuel Prizes-All Prize Amounts.** If the total of the original Hot Lotto Set Prizes and the multiplied Sizzler Set Prizes awarded in a Drawing exceeds the percentage of the prize pools allocated to the Set Prizes and Sizzler prizes, then the amount needed to fund the Set Prizes (including the multiplied Set Prizes) awarded shall be drawn from the following sources, in the following order:
  - i. the amount allocated to the Set Prizes (including the multiplied Set Prizes) and carried forward from previous Drawings, if any;
  - ii. an amount from the Hot Lotto Prize Reserve Account, if available; and
  - iii. an amount from the set-aside account, if available, not to exceed the balance of that account.

If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded (including multiplied prizes), then the highest Set Prize (including the multiplied prizes) shall become a pari-mutuel prize. If the amount of the highest Set Prize, including the multiplied Set Prizes, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize, including the multiplied prize, shall become a pari-mutuel prize. This procedure shall continue down through all Set Prizes levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning Plays in proportion to their respective prize percentages.

H. **PRIZE PAYMENT**

1. **Prize Payments.** All Sizzler prizes shall be paid in one lump sum through the Member Lottery that sold the winning Ticket(s). A Member Lottery may begin paying Sizzler prizes after receiving authorization to pay from

the MUSL central office.

2. **Prizes Rounded.** Prizes, that, under these rules, may become pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the Sizzler prize pool for the next drawing.

### **3.1.17.11 DISCONTINUATION OF HOT LOTTO**

- A. The TEL may discontinue the operation of Hot Lotto at the discretion of the CEO.
- B. Prior to ending the game the CEO shall eliminate Hot Lotto multi-draw feature and provide a minimum of four (4) weeks' notice, which shall be posted on the TEL's website and such other locations as the CEO deems appropriate.
- C. A Player with a winning Hot Lotto Ticket shall have one hundred eighty (180) days after the Drawing in which a cash prize is won to claim his/her winnings.
- D. Funds remaining in the Hot Lotto prize pool once the claim period has expired shall be returned to the TEL, and used pursuant to TEL Policies and Procedures.

*Adopted: 8/13/14*

### **3.1.18 DESCRIPTION OF MONOPOLY MILLIONAIRES' CLUB™**

#### **3.1.18.1 MONOPOLY MILLIONAIRES' CLUB OFFICIAL GAME RULES**

These rules summarize the MONOPOLY Millionaires' Club Official Game Rules (the "Official Game Rules") to be effective October 19, 2014, as approved and amended from time to time by the National Premium Game Product Group of the Multi-state Lottery Association. The rules contained in this section 3.1.18 are qualified by reference to the complete Official Game Rules. In the event of a conflict between the summary in this 3.1.18 and the Official Game Rules, the Official Game Rules shall control and govern.

#### **3.1.18.2 DEFINITIONS**

The following definitions apply to section 3.1.18, unless the context requires a different meaning or is otherwise inconsistent with the intention of the rules adopted by the Product Group (as defined below). Capitalized terms used but not defined in these rules shall have the meaning ascribed to them in the MUSL Agreement. In the event of a conflict between the defined terms in this section 3.1.18 and the defined terms in Appendix A, the defined terms in this Section 3.1.18 shall control.

- A. "Agent" or "retailer" means a person or entity authorized by a Lottery to sell lottery tickets.

- B. "Drawing" means the formal process of selecting winning numbers that determine the number of winners for each prize level of the game.
- C. "Computer pick" means the random selection of two-digit numbers by the computer system that appear on a Ticket and are played by a player in the game.
- D. "Game board" or "boards" means that area of the Play Slip, also known as a "panel," that contains one (1) set of numbered squares numbered one (1) through fifty-two (52) to be marked by the player.
- E. "Game ticket" or "Ticket" or "non-traditional play" means acceptable evidence of Play, which may be a ticket produced by a terminal that meets the specifications defined in the rules and regulations of the Selling Lottery and Rule 31 of the Official Game Rules or a properly and validly registered non-traditional play. References in these rules to "tickets" include "non-traditional plays" unless otherwise indicated.
- F. "Play" or "bet" means the six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and the last one (1) from a field of twenty-eight (28) numbered MONOPOLY Properties, that appear on a ticket as a single numbered selection and are to be played by a player in the game.
- G. "Top Prize" means the game prize (prize level 1) won when a player's Play matches all six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and one (1) from a field of twenty-eight (28) numbered MONOPOLY Properties.
- H. "Lottery" shall mean a state lottery or lottery of a governmental unit, political subdivision or entity thereof that has agreed to these rules and is selling the game offered by the Product Group.
- I. "Lotteries" shall refer to the Lotteries participating in this Product Group.
- J. "Millionaires' Club Prize" means a single payment prize (prize level 11) with a value of one million dollars (\$1,000,000) drawn independently from the other MONOPOLY Millionaires' Club prizes (prize levels 1-10).
- K. "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by its Member Lotteries, which acts as the central office for the Lotteries in this Product Group.
- L. "MUSL Board" means the governing body of MUSL that is comprised of the chief executive officer of each MUSL Member Lottery.

- M. “MUSL Facilitator” means the MUSL staff person assigned to conduct the day-to-day administrative services for the Product Group.
- N. "Play slip" or "bet slip" means the authorized paper form used to mark a player's numbered selections.
- O. “Product Group” means the group of Lotteries that has joined together to offer the MONOPOLY Millionaires’ Club lottery game pursuant to the terms of the Multi-State Lottery Agreement and these rules.
- P. “Selling Lottery” shall mean the Lottery which sold a subject Play in the game.
- Q. "Set Prize" or “Low-Tier prizes” (prize levels 2-10), except as otherwise specified in these rules, means all prizes, except the Top Prize and the Millionaires’ Club Prizes, that are advertised to be paid in a single payment and, except in instances outlined in these rules, are established by the Official Game Rules for each prize level.
- R. "Terminal" means a device authorized by a Lottery to function in an interactive mode with the Lottery's central gaming system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including making purchases, validating tickets, and transmitting reports.
- S. “Non-traditional Plays” shall include plays sold through subscription, internet, or non-standard terminals.
- T. "Winning Numbers" means the six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and the last one (1) from a field of twenty-eight (28) numbers that also represent MONOPOLY properties, randomly selected at each drawing, which shall be used to determine winners.

### 3.1.18.3 DESCRIPTION

- A. **Description.** MONOPOLY Millionaires’ Club is a five (5) out of fifty-two (52) plus one (1) out of twenty-eight (28) drawing-style lottery game, drawn once a week on a day to be determined by the Product Group, which pays the Top Prize, at the election of the player made in accordance with these rules or by a default election made in accordance with these rules, either on an annuitized pari-mutuel basis or as a lump sum payment of the total cash held for this prize pool on a pari-mutuel basis.

In addition, and only when the Top Prize has been won in a drawing, a second drawing will occur to select winners of Millionaires’ Club Prizes. The number of Millionaires’ Club Prizes to be drawn will be determined using a process

announced by the Product Group. A given Play may win in the MONOPOLY Millionaires' Club Drawing, the Millionaires' Club Prize Drawing (if any) or both Drawings. The drawing process for determining winners shall utilize random number generators, and otherwise shall be determined by the Product Group.

Except as otherwise provided in these rules, all prizes are paid on a single payment fixed amount basis.

To play MONOPOLY Millionaires' Club, a player shall select five (5) different numbers, from one (1) through fifty-two (52); the Terminal or selling system shall always computer pick one (1) additional number in the range from one (1) through twenty-eight (28), to comprise the second value in the player's selection. The second number may be the same as one of the first five numbers selected by the player. The second number shall be represented on the player's Ticket both as a number and as the associated MONOPOLY property. Each Play sold by a Lottery shall also have a unique non-repeating transactional number associated with that Play to be used in determining Millionaires' Club Prize winners, if a Millionaires' Club Prize drawing is held.

A player may select a set of five numbers by communicating the five (5) numbers to the selling agent, by marking five (5) numbered squares in any one Game board on a Play slip and submitting the Play slip to the agent, or by requesting a "Computer pick."

Plays can be purchased for five dollars (U.S. \$5.00), including any specific statutorily mandated tax of a Lottery to be included in the price of a Ticket, either from a Terminal operated by an agent (i.e., a clerk-activated terminal), from a Terminal operated by the player (i.e., a player-activated terminal), or via approved non-traditional play system as provided in F, below; purchase methods are described in Lottery Rules and Regulations.

- B. **Claims.** A valid Ticket or validly registered non-traditional play shall be the only proof of a game Play, and the submission of a valid winning Ticket to the Selling Lottery or its authorized agent, or recognition on the Selling Lottery's computer system of a winning validly registered non-traditional play, shall be the sole method of claiming a prize or prizes. A Play slip has no pecuniary or prize value and shall not constitute evidence of Ticket purchase or of numbers selected. A terminal-produced paper receipt has no pecuniary or prize value and shall not constitute evidence of Ticket purchase or of numbers selected.
- C. **Cancellations Prohibited.** A MONOPOLY Millionaires' Club Ticket may not be voided or canceled, even when printed in error. No Ticket that can be used to claim a prize shall be returned to the Selling Lottery for credit. Tickets accepted by retailers as returned Tickets that cannot be re-sold shall be deemed owned by the bearer thereof.

- D. **Player Responsibility.** It shall be the sole responsibility of the player to verify the accuracy of the game Play or Plays. The placing of Plays is done at the player's own risk through the retailer or other Selling Lottery-approved agent that is acting on behalf of the player in entering the Play or Plays.
- E. **Entry of Plays.** Plays may only be entered manually using the lottery Terminal or by means of a Play slip provided by the Lottery and hand-marked by the player or by such other means approved by the Selling Lottery. Retailers shall not permit the use of facsimiles of Play slips, copies of Play slips, or other materials to be inserted into the Terminal's play slip reader unless they are approved by the Selling Lottery. Retailers shall not permit any device to be connected to a Lottery Terminal to enter Plays, except as approved by the Selling Lottery.
- F. **Registration of Plays.** Non-traditional plays must be registered by the Selling Lottery at a lottery processing site and through a system that meets the requirements established by the Lottery, the Product Group, and the MUSL Security and Integrity Committee.

#### 3.1.18.4 PRIZE POOL

- A. **Prize Pool.** The prize pool for all prize categories shall consist of fifty percent (50.0%) of each drawing period's sales, including any specific statutorily mandated tax of a Lottery to be included in the price of a lottery Ticket, after the prize pool accounts and prize reserve accounts are funded to the amounts set by the Product Group.
- B. **Prize Pool Accounts and Prize Reserve Accounts.** An amount up to four percent (4%) of a Lottery's MONOPOLY Millionaires' Club sales, including any specific statutorily mandated tax of a Lottery to be included in the price of a lottery Ticket, shall be deducted from a Lottery's MONOPOLY Millionaires' Club Top Prize and Millionaires' Club Prize Pool contributions and placed in trust in one or more prize pool accounts and prize reserve accounts until the prize pool accounts and Lottery's share of the prize reserve account(s) reach the amounts designated by the Product Group. MUSL shall hold all prize pool and prize reserve funds in trust for the benefit of the contributing Lotteries, and shall segregate these funds from any other MUSL Product Group accounts or trusts and from any MUSL operating accounts.

The following prize pool accounts are established for the MONOPOLY Millionaires' Club game: the Top Prize and Millionaires' Club Prize Pool ("TP&MC Prize Pool"), which is used to fund the immediate Top Prize and Millionaires' Club Prizes and shall consist of the Top Prize and Millionaires'

Club Prize pool contributions less amounts to fund the PRA; and the Set Prize Pool Account, which holds the temporary balances that may result from having fewer than expected winners in the Set Prize categories. The source of the Set Prize Pool Account is the participating Lotteries' weekly prize contributions less actual set prize liability.

The following prize reserve account is established for the MONOPOLY Millionaires' Club game: the Prize Reserve Account (PRA), which is used to guarantee payment of the minimum or starting Top Prize and Millionaires' Club Prizes, guarantee the payment of valid, but unanticipated, Top Prize and Millionaires' Club Prize claims that may result from a system error or other reason and to fund deficiencies in Set Prize payments (subject to the limitations of these rules).

Once the prize pool accounts and the participating Lotteries' share of the prize reserve account exceeds the designated amounts, the excess shall become part of the TP&MC Prize Pool. The Product Group, with review and comment of the MUSL Finance & Audit Committee, may establish a maximum balance for the prize pool accounts and prize reserve accounts.

The Product Group may determine to expend all or a portion of the funds in the prize reserve account and Set Prize Pool Account (1) for the purpose of indemnifying the Lotteries in the payment of prizes to be made by the Lotteries, subject to the approval of the MUSL Board; and (2) for the payment of prizes or special prizes in the MONOPOLY Millionaires' Club game, limited to Set Prize pool and prize reserve contributions from lotteries participating in the special prize promotion, subject to the review and comment of the MUSL Finance and Audit Committee. The prize reserve shares of a Lottery may be adjusted with refunds to the Lottery from the prize reserve account(s) as may be needed to maintain the approved maximum balance and shares of the Lotteries.

Any amount remaining in the prize pool accounts or prize reserve account when the Product Group declares the end of the MONOPOLY Millionaires' Club game shall be returned to all Lotteries participating in the accounts after the end of all applicable claim periods of all Lotteries, carried forward to a replacement prize reserve account or expended in a manner as directed by the individual Lotteries in accordance with jurisdictional requirements.

Lotteries shall adhere to this Rule unless a different process is approved by the Product Group.

*Comment. The Product Group has set the TP&MC Prize Pool deduction rate at two percent (2%). The PRA shall be capped at \$45,000,000. The Product Group may permit individual non-MUSL Lotteries to accumulate prize pool and prize reserve accounts on their own; such Lotteries shall accumulate prize pool and prize reserve funds by percentage in accordance with the above provisions and as directed by the Product Group and shall transfer prize payment contributions to MUSL as directed by the Product Group. Lotteries which accumulate their own prize reserve and prize pool accounts shall report account balances weekly to the Product Group and such accounts are subject to audit by the Product Group. Due to jurisdictional requirements, the California Lottery separately determines its prize pool allocations for prize levels*

2-10, does not contribute to or participate in the Set Prize Pool Account, and is exempt from the reporting and audit provisions for those prize levels.

C. **Expected Prize Payout Percentages and Prize Pool Funding.** The Top Prize shall be determined on a pari-mutuel basis. The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category, based upon the total number of possible combinations in MONOPOLY Millionaires’ Club, and prize pool funding by prize category. Except as otherwise mandated by jurisdictional requirements, or provided for in these rules, all other prizes awarded shall be paid as Set Prizes with the following expected prize payout percentages:

**Winning Play Odds and Prize Funding**

Prize Level	Matches First Set	Matches Second Set	Prize	Odds (1 in)	% Sales*	% Prize Pool
1	5	1	Top Prize	72,770,880.0000 for Top Prizes	32.2148%**	64.4296%**
2	5	0	\$100,000	2,695,217.7778	0.7421%	1.4841%
3	4	1	\$20,000	309,663.3191	1.2917%	2.5835%
4	4	0	\$500	11,469.0118	0.8719%	1.7438%
5	3	1	\$250	6,731.8113	0.7427%	1.4855%
6	2	1	\$25	448.7874	1.1141%	2.2282%
7	3	0	\$20	249.3263	1.6043%	3.2087%
8	1	1	\$10	81.5977	2.4511%	4.9021%
9	0	1	\$7	47.4405	2.9511%	5.9021%
10	2	0	\$5	16.6218	6.0162%	12.0324%
11	Millionaires’ Club Prize		\$1 Million	Varies with Sales	Combined with Top Prize*	Combined with Top Prize

\* Includes prize reserve and other deductions

\*\* The Tier 1 Top Prize and Tier 11 Millionaires’ Club Prize Pool contributions are combined.

Overall win probability is 1 in 10.0025

Total	50.0000%	100.0000%
Top Prize & Millionaires’ Club Prizes	32.2148%	64.4296%

*Comment: The amount of Millionaires’ Club Prize monies awarded in a Millionaires’ Club Prize drawing shall be determined by the amount of monies available in the TP&MC Prize Pool less amounts needed to fund the Top Prize, rounded down to the nearest one million dollars (\$1,000,000). See Comment to 30.5 of the Official Game Rules regarding guaranteed Top Prize and guaranteed minimum number of Millionaires’ Club Prizes. Due to jurisdictional requirements, the California Lottery separately determines its prize pool allocations and prize values for prize levels 2-10.*

1. **Multiple Winning Plays.** The prize money allocated to the Top Prize category shall be divided equally by the number of Plays winning the Top Prize.

2. **Prize Pool Account Rollovers and Carry Forwards.** Any monies not paid for Top Prizes and Millionaires' Club prizes in the TP&MC Prize Pool following a drawing shall roll over and be added to the TP&MC Prize Pool for the following drawing.

The Set Prize Pool (for prizes of one hundred thousand dollars (\$100,000.00) or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Set Prizes awarded in the current draw.

3. **Pari-Mutuel Prize Determinations.**

(a) If the total of the Set Prizes awarded in a drawing (prize levels 2-10) exceeds the percentage of the prize pool allocated to the Set Prizes, then the amount needed to fund the Set Prizes awarded shall be drawn from the following sources, in the following order:

- (i) the amount allocated to the Set Prizes and carried forward from previous draws, if any;
- (ii) an amount from the PRA, if available, not to exceed twenty million dollars (\$20,000,000.00) per drawing, with the exception that no funds in the PRA contributed by the California Lottery may be used to fund Set Prize deficiencies.

(b) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded, then the highest Set prize shall become a pari-mutuel prize. If the amount of the highest Set Prize, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set prizes awarded, then the next highest Set Prize shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel prize levels.

*Guaranteed Top Prize and guaranteed Millionaires' Club Prizes shall receive any necessary funds from the PRA to pay those prizes before amounts are available to offset Set Prize deficiencies. Due to jurisdictional requirements, the California Lottery separately determines its prize pool allocations and prize values for prize levels 2-10.*

#### D. **Prize Funds Transferred.**

1. **Prize Funds Transferred From Lottery.** On a weekly basis or as otherwise determined by the Product Group, each Lottery shall transfer, in trust, an amount as determined by the Product Group to be its total proportionate share of the prize contributions less actual set prize

liability. If this results in a negative amount, the central office shall transfer funds to the Lottery.

*The Product Group may permit individual non-MUSL Lotteries to accumulate prize pool and prize reserve accounts on their own; such Lotteries shall accumulate prize pool and prize reserve funds by percentage in accordance with the above provisions and as directed by the Product Group and shall transfer prize payment contributions to MUSL as directed by the Product Group. Lotteries which accumulate their own prize reserve and prize pool accounts shall report account balances weekly to the Product Group and such accounts are subject to audit by the Product Group. Due to jurisdictional requirements the California Lottery separately determines its prize pool allocations for prize levels 2-10, does not contribute to or participate in the Set Prize Pool Account, and is exempt from these reporting and audit provisions for those prize levels.*

2. **Prize Funds Transferred to Lottery.** Top Prize and Millionaires' Club Prize amounts held by the central office shall be transferred to the Lottery where the Top Prize or Millionaires' Club Prize was won immediately after the Lottery where the Prize was won validates the prize claim.
3. **Unclaimed Top and Millionaires' Club Prizes.** All funds to pay a Top Prize or Millionaires' Club Prize that had been collected by the central office and that went unclaimed shall be returned to the Lotteries in proportion to sales by Lotteries for the Prize(s) in question, after the claiming period set by the Lottery selling the winning ticket expires.  
*Comment: If a Lottery does not contribute funds to the Millionaires' Club Prize Pool, it shall not participate in the refund of unclaimed prize monies for that prize tier.*
4. **Method and Amount.** Funds shall be collected from each Lottery by wire transfer, electronic funds transfer, or other means acceptable to the Product Group. The amount to be transferred shall be calculated in accordance with the Official Game Rules. The Product Group shall determine collection days.
5. **License, Vendor and Other Fees.** On a weekly basis or as otherwise determined by the Product Group, each Lottery shall transfer, in trust, an amount as determined by the Product Group to be its total proportionate share of the license and vendor fees and television game show prizes, including studio audience member travel expenses.

### 3.1.18.5 [RESERVED FOR FUTURE USE]

### 3.1.18.6 PRIZE PAYMENT

- A. **Top Prizes.** Top Prizes shall be paid, at the election of the player made no later than sixty (60) days after the player becomes entitled to the prize, with either a per-winner annuity or single lump sum payment. If the payment election is not made at the time of purchase and is not made by the player within sixty (60) days after the player becomes entitled to the prize, then the prize shall be paid as an annuity prize. An election for an annuity payment made by a player before ticket

purchase or by system default or design may be changed to a single lump sum payment at the election of the player until the expiration of sixty (60) days after the player becomes entitled to the prize. The election to take the single lump sum payment may be made at the time of the prize claim or within sixty (60) days after the player becomes entitled to the prize. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn, or otherwise changed.

Shares of the Top Prize shall be determined as provided in Rule 30.5 of the Official Game Rules. Winner(s) who elect a single lump sum payment shall be paid their share(s) in a single payment.

If individual shares of the cash held to fund an annuity are less than \$250,000.00, each Lottery, in its sole discretion, may elect to pay the winners their share of funds of the cash pool to fund the annuity prizes as described in Rule 3.1.18.6.E.

All annuitized prizes shall be paid annually in thirty (30) payments with the initial payment being made in a single lump sum, to be followed by twenty-nine (29) payments funded by the annuity. Except as may be controlled by a Lottery's governing statute, all annuitized prizes shall be paid annually in thirty (30) graduated payments (increasing each year) by a rate as determined by the Product Group. Prize payments may be rounded down to the nearest one thousand dollars (\$1,000.00). Annual payments after the initial payment shall be made by the Lottery on the anniversary date or if such date falls on a non-business day, then the first business day following the anniversary date of the selection of the Top Prize winning numbers.

Funds for the initial payment of an annuitized prize or the single lump sum prize shall be made available by MUSL for payment by the Lottery no earlier than the fifteenth calendar day (or the next banking day if the fifteenth day is a holiday) following the drawing. If necessary, when the due date for the payment of a prize occurs before the receipt of funds in the prize pool account sufficient to pay the prize, the transfer of funds for the payment of the full lump sum amount may be delayed pending receipt of funds from the Lotteries. A paying Lottery may elect to make the initial payment from its own funds after validation, with notice to the central office.

If a Lottery purchases or holds the prize payment annuity for a prize won in that jurisdiction, that Lottery's game rules, and any prize payment agreement with the prize winner, shall indicate that the prize winner has no recourse against the MUSL or any other Lottery for payment of that prize.

In the event of the death of a lottery winner during the annuity payment period, unless prohibited by jurisdictional law, the MUSL Finance & Audit Committee,

in its sole discretion excepting a discretionary review by the Product Group, upon the petition of the estate of the lottery winner (the "Estate") to the lottery of the jurisdiction in which the deceased lottery winner purchased the winning ticket, and subject to federal, state, district, or territorial applicable laws, may accelerate the payment of all of the remaining lottery proceeds to the Estate. If such a determination is made, then securities and/or cash held to fund the deceased lottery winner's annuitized prize may be distributed to the Estate. The identification of the securities to fund the annuitized prize shall be at the sole discretion of the MUSL Finance & Audit Committee or the Product Group.

*Comment: Due to its jurisdictional requirements, the provisions relating to acceleration of annuity payments to an estate do not apply to the California Lottery. The Product Group set the graduated rate at five percent (5%) per year.*

- B. Millionaires' Club and Set Prize Payments.** All Millionaires' Club Prizes and Set Prizes (all prizes except the Top Prize, whether described as "cash" payment prizes or otherwise) shall be paid through the Selling Lottery that sold the winning ticket(s) and, at the discretion of the Selling Lottery, may be paid by cash, check, warrant or electronic transfer.

A Lottery may begin paying Millionaires' Club and Set Prizes after receiving authorization to pay from the central office. If a Lottery, due to jurisdictional law requirements, separately determines low-tier prize amounts, it shall be solely responsible for its low-tier prize liability, and may begin paying low-tier prizes after a drawing when it determines it is appropriate to do so.

*Comment: Due to jurisdictional requirements, the California Lottery separately determines its prize pool allocations and prize amounts for prize levels 2-10.*

- C. Prizes Rounded.** Annuitized payments of the Top Prize or a share of the Top Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Top Prize win shall be added to the first payment to the winner or winners. Prizes other than the Top Prize, which, under these rules, may become single-payment, pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Except with regards to Millionaires' Club and low-tier prizes paid by a Lottery which separately determines its low-tier prize amounts pursuant to Rule 30.2 of the Official Game Rules, breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

*Comment: Due to jurisdictional requirements, the California Lottery separately determines its prize pool allocations and prize amounts for prize levels 2-10.*

- D.** [Reserved for future use].

- E. Funding of Guaranteed Prizes.** The Product Group may offer guaranteed minimum Top Prize amounts, guaranteed minimum numbers of Millionaires' Club winners, minimum increases in the Top Prize amount between drawings, minimum increases in the number of Millionaires' Club winners between drawings, or make other changes in the allocation of prize money when the

Product Group finds that it would be in the best interest of the game.

If a minimum Top Prize amount or a minimum increase in the Top Prize between drawings is offered by the Product Group, then shares of the Top Prize shall be determined as follows: If there are multiple Top Prize winners during a single drawing, each selecting the annuitized option prize, then a winner's share of the guaranteed annuitized Top Prize shall be determined by dividing the guaranteed annuitized Top Prize by the number of winning Plays.

If there are multiple Top Prize winners during a single drawing and at least one (1) of the Top Prize winners has elected the annuitized option prize, then the best bid submitted by the central office's pre-approved qualified brokers shall determine the cash pool needed to fund the guaranteed annuitized Top Prize.

If no winner of the Top Prize during a single drawing has elected the annuitized option prize, then the amount of cash in the Top Prize pool shall be an amount equal to the guaranteed annuitized amount divided by the average annuity factor of the most recent three (3) best quotes provided by pre-approved qualified brokers submitting quotes.

In no case shall quotes be used that are more than two (2) weeks old, and if less than three (3) quotes are submitted, then the central office shall use the average of all quotes submitted. Changes in the allocation of prize money shall be designed to retain approximately the same prize allocation percentages, over a year's time, set out in these rules. Minimum guaranteed prizes or increases may be waived if the alternate funding mechanism set out in Rule 28.3(c) becomes necessary.

The annuity factor is determined by the best total securities price obtained through a competitive bid of qualified, pre-approved brokers made after it is determined that the prize is to be paid as an annuity prize or after the expiration of sixty (60) days after the winner becomes entitled to the prize. Neither MUSL, the Product Group, nor the Lotteries shall be responsible or liable for changes in the actual amount purchased after the prize payment method is actually known to the central office.

*Comment: When the Game begins, and also following a Top Prize win, the Top Prize shall begin at an annuitized amount of fifteen million dollars (\$15,000,000.00) and if the Top Prize is not won shall be an annuitized amount of eighteen million dollars (\$18,000,000.00) and if the Top Prize is then not won shall be an annuitized amount of twenty-one million dollars (\$21,000,000.00) and if the Top Prize is then not won shall be an annuitized amount of twenty-five million dollars (\$25,000,000.00) and shall remain at that amount until the Top Prize is won.*

*The amount of Millionaires' Club Prize monies awarded in a Millionaires' Club Prize drawing shall be determined by the amount of monies available in the TP&MC Prize Pool, less amounts needed to fund the Top Prize, rounded down to the nearest one million dollars (\$1,000,000), but shall in no event be less than the following: When the Game begins, and also following a Top Prize win, there shall be a minimum of ten (10) Millionaires' Club Prizes awarded if the Top Prize is won for that drawing, and the number of Millionaires' Club Prizes shall grow at a minimum of two (2) between drawings until the Top Prize is won.*

*Amounts to pay the Top Prizes and guaranteed Millionaires' Club Prizes shall first be drawn from the TP&MC Prize Pool. If the TP&MC Prize Pool is insufficient to pay the Top Prize and the minimum guaranteed Millionaires' Club Prizes, then any deficiencies to pay the Top Prize and Millionaires' Club Prizes to be awarded shall first be drawn from the PRA, if any; any deficiencies beyond those funding sources shall be provided by the Lotteries in proportion to their sales since the*

*last Top Prize was won.*

- F. **Prize Limited to Highest Prize Won.** Except for Millionaires' Club prizes, the holder of a winning ticket may win only one (1) prize for that Ticket's Play and shall be entitled only to the prize won by those numbers in the highest matching prize category. The status of a Ticket as a winner based on a match between the Play and the Winning Numbers on that Ticket shall have no effect on that Ticket's ability to win (if drawn) a Millionaires' Club prize.
- G. **Millionaires' Club Prize Winner.** Independent of a Ticket's status as a prize winner due to a match with the Winning Numbers, each Ticket in a draw is potentially a winner of a Millionaires' Club prize if, on that game draw, Millionaires' Club prizes are awarded. If a Ticket is a winner under both drawings, the prize paid shall be the sum of both the Top Prize or level 2-10 prize and the Millionaires' Club prize.
- H. **Prize Claim Period.** Prize claims shall be submitted within the period set by the Lottery selling the Ticket. If no such claim period is established, all Top Prize and Millionaires' Club Prize claims shall be made within one hundred eighty (180) days after the drawing date.
- I. **Winner Disclosure.** Subject to the laws and regulations of the Selling Lottery relating to the disclosure of Millionaires' Club Prize winners, and at the discretion of each Selling Lottery where disclosure is permitted, the name and community of the winner of a Top Prize or Millionaires' Club Prize will be disclosed in a press conference or in a press release, and further subject to the laws and regulations of the Selling Lottery, the prize winner may be required to participate in a press conference.

### **3.1.18.7 TICKET VALIDATION**

To be a valid Ticket and eligible to receive a prize, a Ticket shall satisfy all the requirements established by a Lottery for validation of winning Tickets sold through its gaming system and any other validation requirements adopted by the Lotteries, the Product Group, and the MUSL Board as published as the Confidential MUSL Minimum Game Security Standards or otherwise. Neither the MUSL, the Product Group, nor the Lotteries shall be responsible for paying prizes for Tickets that are altered in any manner.

### **3.1.18.8 TICKET RESPONSIBILITY**

- A. **Prize Claims.** Prize claim procedures shall be governed by the rules of the Lottery which sold the ticket. The Product Group, the MUSL and the Lotteries shall not be responsible for prizes that are not claimed following the proper procedures as determined by the Selling Lottery.
- B. **Reserved.**

- C. **Stolen Tickets.** Neither MUSL, the Product Group, nor the Lotteries shall be responsible for lost or stolen tickets.
- D. **Non-traditional plays.** A receipt for a non-traditional play has no value and is not evidence of a Play. To be eligible, a non-traditional play must be registered with the Selling Lottery in accordance with its rules and regulations and the person or, if permitted by the lottery rules, the persons registering the Play shall be the owner of the non-traditional play.

### 3.1.18.9 INELIGIBLE PLAYERS

- A. Regardless of the selling jurisdiction, a ticket or share for the MONOPOLY Millionaires' Club game may not be purchased or received, nor may a prize be won, by:
  - 1. any MUSL employee, officer, or Product Group Lottery director;
  - 2. any contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
  - 3. any employee of an independent accounting firm under contract with MUSL to observe drawings or site operations who is actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm;
  - 4. Any officer, employee or Director of Hasbro, Inc.; or
  - 5. an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (1), (2), (3) and (4) residing in the same household.
- B. Those persons designated by a Selling Lottery's law, regulations or contracts as ineligible to play its games shall also be ineligible to play the MONOPOLY Millionaires' Club game in any jurisdiction.

### 3.1.18.10 APPLICABLE LAW

In purchasing a Ticket, the purchaser agrees to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Selling Lottery where the Ticket was purchased.

### 3.1.18.11 DRAWING PROCEDURES

The MUSL Facilitator shall establish, with approval of the Product Group, the drawing procedures to be followed at each drawing used to determine the Winning Numbers and Millionaires' Club Prize winners. The drawing procedures shall provide that a minimum of fifty-nine (59) minutes elapse between the close of the game ticket sales and the time of the drawing for those tickets sold. All drawings shall be open to the public and shall be witnessed by an independent certified public accounting firm and other Lottery officials as may be required by jurisdiction statute. Any equipment used in a drawing shall be inspected and tested by the

MUSL in the presence of an independent certified public accounting firm, both before and after the drawing. All drawings, inspections, and tests shall be recorded.

### 3.1.18.12 TICKET PRICE

- A. **Uniform Price.** Each Ticket shall be sold at retail for the price set by the Product Group.
- B. **Taxes.** The Ticket price shall include all the applicable taxes that a Lottery may be required to collect.
- C. **Discounts, Rebates, and Promotions.** A Lottery may offer tickets through discounts, rebates, or promotions, without approval of the Product Group, for a period not to exceed ninety (90) days in any six-month period after advising all Lotteries of the terms and dates of the offering. A Lottery may offer other discounts, rebates, or promotions as may be approved by the Product Group.
- D. **Tickets as Prizes.** Nothing in this rule shall prohibit a Lottery from offering Tickets as a prize in any other game or promotion operated by the Lottery after advising all Lotteries of the terms and dates of the offering.
- E. **Contribution to Prize Pool.** Lotteries that offer Tickets as a prize or as part of a discount, rebate or promotion shall contribute to the prize pool the full amount assessed for a Ticket sold at the uniform price.

*Comment.* Official Game Rules 36.3 and 36.4 are intended to require Product Group Approval only where the price of the MONOPOLY Millionaires' Club ticket is reduced or tickets are given away for free for a period exceeding ninety (90) days. A Lottery need not report promotions that do not change the price of the ticket. Promotions that increase the "value" of a ticket or that offer other lottery games free or at a reduced price with the purchase of a MONOPOLY Millionaires' Club ticket do not need to be reported. The intent of the rule is to require Lotteries assent in circumstances when players might find that they can get the same MCC ticket at a reduced price from another lottery.

### 3.1.18.13 SALE OF TICKETS

- A. **Authorized Retailers and Agents.** MONOPOLY Millionaires' Club Tickets shall be sold only through retailers, agents and means authorized by a Lottery.
- B. **Ticket Stock.** MONOPOLY Millionaires' Club Tickets shall be sold only by authorized Lotteries and, except for non-traditional plays, shall be printed on ticket stock that meets the security requirements for ticket stock used in the Lotteries' other games and meets all other requirements adopted by the MUSL Board, the Product Group and the Selling Lottery.
- C. **MUSL Markings.** All Play slips used in the game shall be conspicuously marked to indicate that the Play slip pertains to the game and shall contain other markings as may be required by the MUSL, the Product Group and the Selling Lottery.

- D. **Game Sell Out Prohibited.** No Lottery shall directly and knowingly sell a Ticket or combination of Tickets to any person or entity that would guarantee such purchaser a MONOPOLY Millionaires’ Club Top Prize win.
- E. **Location and Method of Sales.** An offer to buy and an offer to sell a MONOPOLY Millionaires’ Club Play shall be made only at a location or only by a method that is licensed, certified, authorized, or contracted by a Selling Lottery.

#### 3.1.18.14 PRIZE PAYMENTS

No Lottery may pay MONOPOLY Millionaires’ Club prizes that are less than or more than the prize amounts established by the Product Group. The prize won cannot be indirectly increased by Lottery promotions or agent promotions that have the effect of increasing the designated MONOPOLY Millionaires’ Club prize. Notwithstanding the foregoing, any Lottery which, due to jurisdictional law requirements, separately determines its Set Prize amounts and does not share prize liability with other lotteries, will be exempt from this rule with respect to any low tier prize amounts.

#### 3.1.18.15 ADVERTISING

- A. **Unfair Advertising.** No Lottery may advertise, either directly or indirectly, that MONOPOLY Millionaires’ Club Tickets sold in its jurisdiction offer better odds, or better chances of winning than MONOPOLY Millionaires’ Club Tickets sold in other jurisdictions. This rule does not prohibit a Lottery from offering retailer promotions or other creative promotions designed to increase the sale of MONOPOLY Millionaires’ Club Tickets.
- B. **Prize Advertisement.** No Lottery may advertise a Top Prize amount or estimated numbers of MONOPOLY Millionaires’ Club prizes that differs from those estimated by the Product Group.

#### 3.1.18.16 THRU 3.1.18.25 RESERVED FOR FUTURE USE

#### 3.1.18.26 MONOPOLY MILLIONAIRES’ CLUB TELEVISION GAME SHOW

- A. **Television Game Show.** The Product Group may decide to add a television game show to the MONOPOLY Millionaires’ Club game. The MONOPOLY Millionaires’ Club television game show (“TV Show”) will be produced at times and places approved by the Product Group for broadcast at times approved by the Product Group.
- B. **Basic TV Show Design; Alterations.** The basic design of the TV Show shall be as described in this 3.1.8.26 and in Rule 50 of the Official Game Rules, except that any alteration of the basic design of the TV Show may be approved by the

Product Group. Contests played on the TV Show shall be as approved by the Product Group.

- C. **Eligibility.** Unless otherwise indicated by a Selling Lottery, a player may become eligible for TV Show studio audience member selection by registering a MONOPOLY Millionaires’ Club Ticket or Tickets with one or more qualifying properties according to the requirements of these rules and as indicated by the Lottery that sold the ticket(s). Every player holding Tickets qualifying to participate in the studio audience selection process according to the rules announced by the Selling Lottery (“player”) who is selected by that Selling Lottery to participate as a member of a studio audience for an episode of the TV Show, and who is actually present in the studio audience, shall be eligible to be selected from the audience to participate as an on-stage participant in a game or games to be conducted on the TV Show. Guests of players who are not proxied by the player to appear as an on-stage participant in the place of the player are not eligible to be selected as an on-stage game participant.
- D. **How to Register.** Unless otherwise indicated by a Selling Lottery, to register a MONOPOLY Millionaires’ Club ticket for participation in the selection of studio audience members, a player must visit the website designated for such purpose by the Selling Lottery that sold such ticket. At such website, the player must register and open an account by providing his or her name, certifying that he or she is 18 years of age or older, and providing such other identifying information as the Selling Lottery requires. In addition, the player must enter the webcode assigned to the MONOPOLY Millionaires’ Club ticket, which will result in the registration in the player’s account of a MONOPOLY game board property, as indicated on the MONOPOLY Millionaires’ Club ticket, together with an additional bonus MONOPOLY game board property to be selected for registration in the player’s account. As shown in the following table, for each MONOPOLY game board property registered in a player’s account, together with the additional MONOPOLY game board property or properties needed to make up a complete property group, the player will be awarded a number of entries into a drawing from which studio audience members will be selected.

<b>MONOPOLY Property Groups</b>	<b>No. of Entries Awarded</b>
Mediterranean Avenue & Baltic Avenue	2
Oriental Avenue & Vermont Avenue & Connecticut Avenue	4
St. Charles Place & States Avenue & Virginia Avenue	6
St. James Place & Tennessee Avenue & New York Avenue	8
Kentucky Avenue & Indiana Avenue & Illinois Avenue	10
Atlantic Avenue & Ventnor Avenue & Marvin Gardens	12
Pacific Avenue & North Carolina Avenue & Pennsylvania Avenue	15
Park Place & Boardwalk	20

Reading RR & Pennsylvania RR & B&O RR & Short Line RR	16
Electric Company & Water Works	10

1. **Alternative Qualification Criteria and / or Method of Registration.** A Selling Lottery may decide, in its sole discretion, to offer qualification criteria and / or an alternative method for a player to register to participate in the selection of studio audience members.
- E. **Selection of Studio Audience Members.** Each Selling Lottery shall, from time to time as specified by the Product Group, conduct a drawing from among those MONOPOLY Millionaires’ Club registered account holders whose accounts have accumulated enough Monopoly game board properties to have a sufficient number of entries to participate in such drawing. From each such drawing, each Selling Lottery shall select a minimum of three (3) account holders, each of whom shall be awarded: transportation, meals, and lodging expenses for himself or herself and a guest to travel to and return from the place approved by the Product Group for the production of the TV Show; the right to participate in the studio audience during the production of such show; and the right to participate in a selection process to be chosen as an on-stage participant on the TV Show, for the award of prizes to the winners of such game elements.
- F. **Requirements for each TV Show Studio Audience.** The following requirements shall apply to each TV Show studio audience:
1. The Product Group shall determine the number of studio audience members for each studio audience selection procedure.  
*Comment: The Product Group has determined that there shall be a studio audience of 125 players and 125 player guests totaling a combined 250 studio audience members.*
  2. One week prior to each studio audience selection drawing, each Lottery shall report total sales of MONOPOLY Millionaires’ Club Tickets from the date of the previous drawing until the date of such report.
  3. Each Lottery shall be assigned three (3) players to be selected as studio audience members for each MONOPOLY Millionaires’ Club audience (the Base Allotment).
  4. The remainder of the players to be selected as studio audience members shall be determined based on MONOPOLY Millionaires’ Club Ticket sales (the Sales Allotment). The total sales of MONOPOLY Millionaires’ Club Tickets by each Lottery divided by the total sales of MONOPOLY Millionaires’ Club Tickets by all Lotteries during the applicable period shall determine the factor to be used in calculating each Lottery’s allotment above and beyond the Base Allotment of three (3) players to be selected as studio audience members. The factor so determined shall be rounded to the nearest integer (for example, a result of 1.4 shall mean that a Lottery will have one (1) additional player to be selected as a studio

audience member above the Base Allotment and a result of 1.6 shall mean that a Lottery will have two (2) additional players to be selected as studio audience members above the Base Allotment).

5. The total number of players to be selected as studio audience members chosen for each Lottery shall be the sum of its Base Allotment and the Sales Allotment.

- G. No transfers; No cash option; Exceptions.** A registered account holder selected to participate as a studio audience member for the TV Show shall not have the right to transfer such selection to another person, except that the Selling Lottery, in its sole discretion under the rules of that Lottery, may permit the selected registered account holder to appoint another person reasonably acceptable to the Selling Lottery to participate as a studio audience member in place of the selected registered account holder, but in such a case the transportation, meals, and lodging expenses, together with any prize(s) awarded as a result of participation in the studio audience or in a game element on the MONOPOLY Millionaires' Club Television Game Show shall be deemed to be received by the selected account holder. Nothing in these rules requires a Lottery to permit selected studio audience members to appoint replacement studio audience members.

A registered account holder selected to participate as a studio audience member for the MONOPOLY Millionaires' Club Television Game Show shall not have the right to decline the payment of expenses for transportation, meals, and lodging to and from the TV Show in exchange for a sum of money equivalent to the value of such expenses; except in a case where the Selling Lottery, in its sole discretion, determines that such registered account holder is legally subject to the offset of such expense payments under the rules of that Lottery. In such a case, the amount determined by the Product Group to be equivalent to the value of the transportation, meals, and lodging expenses for a selected studio audience member may be offset and applied to the registered account holder's obligations in accordance with the applicable laws in that Selling Lottery's jurisdiction. Nothing in these rules requires a Lottery to perform offsets against transportation, meals, and lodging provided to studio audience members.

### **3.1.18.27 DISCONTINUATION OF MONOPOLY MILLIONAIRES' CLUB**

- A. The TEL may discontinue the operation of MONOPOLY Millionaires' Club at the discretion of the CEO.
- B. Prior to ending the game the CEO shall provide a minimum of four (4) weeks' notice, which shall be posted on the TEL's website and such other locations as the CEO deems appropriate.
- C. A Player with a winning MONOPOLY Millionaires' Club Ticket shall have one hundred eighty (180) days after the Drawing in which a cash prize is won to claim his/her winnings.

- D. Funds remaining in the MONOPOLY Millionaires' Club prize pool once the claim period has expired shall be returned to the TEL, and used pursuant to TEL Policies and Procedures.

*Adopted 11/1/15*

### **3.1.19 DESCRIPTION OF CASH 4 LIFE GAME**

#### **3.1.19.1 DEFINITIONS**

The following definitions apply to Section 3.1.19. Capitalized words and terms set forth below shall have the following meaning unless otherwise indicated:

- A. Add-on Game - A game that may provide prize amounts in addition to the CASH 4 LIFE prizes, other than the CASH 4 LIFE Jackpot Prize.
- B. Annuity Option - The manner in which the CASH 4 LIFE Jackpot Prize and Second Level Prize may be paid in annual installments for the Annuitant's Measuring Life.
- C. Annuitant - The person(s) or Entity who receives the benefits of an annuity resulting from a Winning Ticket for the Jackpot or Second Level Prize paid under the Annuity Option.
- D. Authorized Claim Center - Any CASH 4 LIFE Agent or Retailer, or Party Lottery office, in the state where the winning Official CASH 4 LIFE Ticket was purchased.
- E. Cash Option - The manner in which the CASH 4 LIFE Jackpot Prize or Second Level Prize may be paid in a lump sum single payment.
- F. Cash Ball - The number selected from Matrix B.
- G. CASH 4 LIFE Agent, Sales Agent or Retailer - A location, person or entity licensed, contracted, or otherwise authorized and equipped by its respective Party Lottery to sell Official CASH 4 LIFE Tickets subject to governing laws, policies, rules and regulations.
- H. CASH 4 LIFE Panel or Play Area - That area of an Official CASH 4 LIFE Ticket containing one matrix of five (5) one or two-digit player or computer selected numbers, and a second matrix of one (1) one-digit player or computer selected number.

- I. CASH 4 LIFE Play/Bet Slip - A computer-readable form, issued by each Party Lottery, used in purchasing an Official CASH 4 LIFE Ticket, having a certain number of separate play areas (as designated by each Party Lottery), with each play area consisting of two (2) matrices. One matrix contains sixty (60) areas/spaces, numbered one (1) through sixty (60); and one matrix contains four (4) areas/spaces, numbered one (1) through four (4). The Play/Bet Slip may additionally include boxes for selection of Cash Option or Annuity Option or other play features, at the discretion of each Party Lottery. The Play/Bet Slip must comply with the governing laws, policies and rules of the Party Lottery that issued the Play/Bet Slip.
- J. CASH 4 LIFE Sales Cut-Off - The time after which Lottery Plays will not be accepted for that drawing. The Sales Cut-Off occurs on Mondays and Thursdays at approximately 7:45 PM Central Time (8:45 PM Eastern Time) for each CASH 4 LIFE drawing.
- K. CASH 4 LIFE Winning Numbers - Five (5) one or two digit numbers, from one (1) through sixty (60) and one (1) one digit number from one (1) through four (4), randomly selected at each CASH 4 LIFE drawing, which shall be used to determine winning CASH 4 LIFE plays contained on Official CASH 4 LIFE Tickets.
- L. Claimant - Any person or (where permitted) Entity submitting a claim form within the required time period to collect a prize for an Official CASH 4 LIFE Ticket. A Claimant may be the Purchaser, the person or (where permitted) Entity named on a signed Official CASH 4 LIFE Ticket, the bearer of an unsigned Official CASH 4 LIFE Ticket, or any other person or (where permitted) Entity who may seek entitlement to a CASH 4 LIFE prize payment in accordance with the Official Game Rules and Party Lottery governing laws, policies and rules. No Claimant may assert rights different from the rights acquired by the original Purchaser at the time of purchase.
- M. Claim Limitation Period or Expiration Period - The requirement that a Winning Ticket Prize must be claimed within a set period, subject to each Party Lotteries state laws, rules and regulations.
- N. Deferred Annuity Portion - The portion of the Annuity Option paid once the Prizewinner exceeds the Guaranteed Annuity Portion. The Deferred Annuity Portion installments will continue to be paid for the remainder of the Prizewinner's Measuring Life. Also see definition of Guaranteed Annuity Portion.
- O. Director(s) - The chief executive of any Party Lottery or any other person to whom the Director's authority is lawfully delegated.

- P. Entity - Any Claimant other than a natural person who claims (where permitted) a Jackpot Prize or Second Level Prize.
- Q. Fixed Prizes – A set amount awarded in the CASH 4 LIFE Game unless a Liability Limit is reached.
- R. Guaranteed Annuity Portion - The portion of the Annuity Option where the Prizewinner is guaranteed annuity payments for the first twenty (20) years of the Claimant's Measuring Life. Also see definition of Deferred Annuity Portion.
- S. Internet Game Ticket - A game ticket for CASH 4LIFE purchased via the internet, where permitted by the governing laws, policies or rules of a Party Lottery. Where sales of CASH 4 LIFE game tickets via the internet are authorized, such sales shall constitute Official CASH 4 LIFE Tickets for validation and other purposes set forth in these CASH 4 LIFE Rules.
- T. Jackpot Prize - The top prize in the CASH 4 LIFE game awarded for matching 5 out of 60 numbers in Matrix A, and 1 out of 4 numbers in Matrix B (Cash Ball).
- U. Leap Day - February 29, occurs every fourth year. Leap Day shall not count for purposes of Prize Calculation.
- V. Liability Limit - A pre-established threshold, as determined and announced by the Party Lotteries before sales commence for a drawing to which the threshold applies. The Liability Limit will be posted on the Party Lotteries' respective websites.
- W. Matrix A (Field 1) - Contains a pool of number from one (1) to sixty (60).
- X. Matrix B (Field 2) - Contains a pool of numbers from one (1) to four (4). The number selected from Matrix B will be referred to as the "Cash Ball." The number may be the same number as one of the five numbers a Player selects from Matrix A.
- Y. Measuring Life or Life - The period over which a Jackpot or Second Level Prize is paid out under the Annuity Option. For each Winning Ticket, the Measuring Life shall be the natural life of the individual who a Party Lottery determines to be a valid Prizewinner. However, for the following Claimants (where permitted), the Measuring Life shall be fixed at twenty (20) years: (i) a minor under the age of 18; (ii) a legal Entity other than an individual; or (iii) more than one natural person claims a Prize on the same Ticket.
- Z. Official CASH 4 LIFE Ticket- A game ticket, produced on official paper stock by a CASH 4 LIFE Agent or Retailer in an authorized manner, bearing player or

computer selected numbers, game name, drawing date, amount of wager, and validation data. Where Subscription Tickets and/or purchases via the internet sales of Official CASH 4 LIFE Tickets are authorized by a Party Lottery pursuant to Section 3.1.19.3.B hereof, such sales may not necessarily be made by a CASH 4 LIFE Retailer and may not be recorded on official paper stock, but shall nevertheless constitute Official CASH 4 LIFE Tickets for validation and other purposes set forth in these CASH 4 LIFE Rules, for the duration of the Subscription Ticket or for purchases via the internet, in accordance with the governing laws, policies and rules of the Party Lottery that authorized the purchase.

- AA. Pari-Mutuel - Total Prize Pool is divided by the number of winning CASH 4 LIFE Plays for a Prize Level.
- BB. Party Lottery or Lotteries - One or more of the state lotteries established and operated pursuant to applicable state laws, and are signatories to the Agreement. Participating states may change from time to time.
- CC. Play or Wager - A selection by a player of five (5) different numbers from Matrix A and one (1) additional Cash Ball number from Matrix B. The number from Matrix B may be the same number as one of the five numbers a player selects from Matrix A. Each Play costs \$2.00.
- DD. Prize or Prizes - The winnings as defined in these game rules.
- EE. Prize Fund - That portion of CASH 4 LIFE gross sales set aside for the payment of prizes. The Prize Fund for any drawing is expected to be 55% of sales, but may be higher or lower based upon the number of winners at each Prize Level, as well as the funding required to contribute to the Jackpot and Second Level Prize.
- FF. Prize Level - The Prizes as defined in Section 3.1.19.7 of these game rules.
- GG. Prize Pool - The respective number of dollars from the Prize Fund allocated to each of the Prize Levels.
- HH. Prizewinner - A Player who is entitled, as a result of successful Claimant verification and successful Play/Ticket validation, to receive a Prize under the game rules.
- II. Purchaser - Player of CASH 4 LIFE who purchases tickets in accordance with CASH 4 LIFE rules and Party Lottery governing laws, policies and rules.
- JJ. Quick-Pick, Auto Pick or Easy Pick - A player option in which CASH 4 LIFE number selections are determined at random by computer software.

- KK. Second Level Prize - The Prize amount awarded for matching 5 out of 60 numbers in Matrix A, and 0 out of 4 numbers in Matrix B.
- LL. Shared Liability - The liability of the participating states in any CASH 4 LIFE game prize, or any CASH 4 LIFE Add-on Game, will be in accordance with the CASH 4 LIFE Members' Finance and Operations Procedures applicable to that game.
- MM. Subscription Ticket - An extended, multi-draw purchase option wherein the same set(s) of numbers may be played for a specified number of consecutive drawings (for example, 26, 52 or 104), effective on a future date prescribed by the governing laws, policies and rules of the Party Lottery offering the Subscription Ticket option. Subscriptions/Season Tickets are distinguished from multi-draw tickets authorized by Sections 3.1.19.4 and 3.1.19.5.J of these Rules, which are effective with the next scheduled drawing.
- NN. Unclaimed Prize - Any Prize for a Winning Ticket that has not been presented for payment within the Claim Limitation Period.
- OO. Winning Play(s) - The Play(s) that matches the Winning Numbers.
- PP. Winning Ticket - A Ticket that has passed all Party Lottery validation and security requirements and that contains the Winning Play.

### **3.1.19.2 PURPOSE**

- A. The purpose of CASH 4 LIFE game is the generation of revenue for Party Lotteries through the operation of a specially-designed multi-state lottery game that will award prizes to ticket holders matching specified combinations of numbers randomly selected in regularly scheduled drawings.
- B. During each CASH 4 LIFE drawing, six (6) CASH 4 LIFE Winning Numbers will be selected from two (2) matrices of numbers in the following manner: five (5) winning numbers from a matrix numbered one (1) through sixty (60) (Matrix A); and one (1) winning number from a second matrix numbered one (1) through four (4) (Matrix B).
- C. Add-on Game. Where permitted by the governing laws, policies, procedures, regulations or rules of any Party Lottery jurisdiction, any Party Lottery, or several Party Lotteries together, may institute an Add-on Game that may provide prize amounts in addition to CASH 4 LIFE prize amounts, other than the CASH 4 LIFE Jackpot Prize.

### **3.1.19.3 TICKET SALES**

- A. The sale of Official CASH 4 LIFE Tickets may be conducted only by such sales agents or Retailers as the Party Lotteries shall authorize pursuant to the governing laws, policies and rules of the Party Lotteries and the CASH 4 LIFE Rules.
- B. Where permitted by the governing laws, policies or rules of a Party Lottery, the Director of the Party Lottery may authorize Purchasers to purchase via the internet and/or to make Subscription purchases of Official CASH 4 LIFE Tickets. Subscriptions will be subject to the policies, procedures and rules established by the Party Lottery selling the Subscription, subject to the following parameters and restrictions:
1. The maximum number of consecutive drawings encompassed by a Subscription is one hundred four (104).
  2. In the event the Directors authorize a matrix change for CASH 4 LIFE, the Party Lottery which issued the Subscription will determine the option(s) available to Subscription Purchasers from that Party Lottery for the balance of Plays remaining of their Subscriptions effective as of the date of the matrix change.
  3. Except as set forth in Section 3.1.19.3.B.2, above, and notwithstanding Section 3.1.19.5.D, below, game play information for a Subscription may be edited by a Party Lottery only when an error in the numbers entered has been identified, a change in the frequency of drawings occurs, or a change in the game matrix occurs. A Subscription may be edited to correct an error in the numbers entered before the time of the first drawing for which the Subscription is effective. (Liability for any number entered in error, is limited to the Party Lottery that entered the number in error and other Party Lotteries shall have no liability for such error.) For a change in the game matrix, or for errors in the number entered which are identified AFTER the first drawing under the Subscription, the Party Lottery may correct the Subscription game play prospectively for the remaining number of draws on the Subscription. The only other condition under which Subscription game play may be edited is to correct the Subscription end date if the Directors authorize a change in the frequency of CASH 4 LIFE drawings.

#### **3.1.19.4 TICKET PRICE**

- A. Official CASH 4 LIFE Tickets may be purchased for \$2.00 per play, or multiples thereof, in accordance with the rules of the Party Lottery of the state in which the wager is placed. The Purchaser receives one Play for each \$2.00 wagered in CASH 4 LIFE. The availability and cost of any Add-on Game shall be determined by the Party Lottery offering this game, shall not be included in the cost of the

Official CASH 4 LIFE ticket, and shall be subject to the laws, rules and regulations governing the respective Party Lottery.

- B. Subject to the laws and regulations governing each Party Lottery, the Directors may collectively authorize the sale of Official CASH 4 LIFE Tickets at a discount for promotional purposes. Individual Directors may authorize sale of Official CASH 4 LIFE Tickets at a discount for promotional purposes within their respective jurisdictions, provided that such discounted sales shall be reported to the Party Lotteries at full gross sales value.

### **3.1.19.5 PLAY CHARACTERISTICS AND RESTRICTIONS**

- A. Official CASH 4 LIFE Tickets may only be sold to persons 18 years of age or older, unless such persons are not prohibited from playing CASH 4 LIFE in a Party Lottery state by the governing law, policies or rules of that Party Lottery, or any contract executed by that Party Lottery.
- B. Official CASH 4 LIFE Tickets may not be purchased in any other Party Lottery state by any Party Lottery board member or commissioner or any officer or employee; or any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of any such person.
- C. Under no circumstances will a claim be paid for either the Jackpot Prize or the Second Level Prize without an Official CASH 4 LIFE Ticket matching all game play, serial number and other validation data residing in the selling Party Lottery's gaming system computer and such ticket (or for Internet Game Tickets, the Party Lottery's electronic record of purchase) shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize.
- D. Except with respect to a Subscription described in Section 3.1.19.3, above, official CASH 4 LIFE Tickets may not be canceled.
- E. Purchasers may submit a manually completed CASH 4 LIFE Play/Bet Slip to a CASH 4 LIFE Retailer to have issued an Official CASH 4 LIFE Ticket. CASH 4 LIFE Play/Bet Slips shall be available at no cost to the Purchaser and shall have no pecuniary or prize value, or constitute evidence of purchase or number selections. The usage of mechanical, electronic, computer generated or any other non-manual method of marking Play/Bet Slips is prohibited. As permitted by that Party Lottery, Purchasers may submit a previously purchased ticket with specified barcode, which will enable the Retailer to scan the barcode to produce the exact wager information for the next scheduled drawing.

- F. Purchasers may orally convey their number selections to a CASH 4 LIFE Retailer to have issued an Official CASH 4 LIFE Ticket. Such selections shall be manually entered into the computer terminal by the CASH 4 LIFE Retailer.
- G. In those Party Lottery states which offer player operated sales terminals (POST's) or self-service terminals (SST's), Purchasers may utilize POST's or SST's for the purchase of Official CASH 4 LIFE Tickets, and may make number selections by such methods as may be permitted by the Party Lottery's gaming system. Those methods may include, but are not limited to, inserting a completed CASH 4 LIFE Play/Bet Slip into the POST's or SST's optical mark reader, manually entering the selections on the POST or SST touch screen, or selecting a Quick Pick, Auto Pick or Easy Pick option.
- H. At the discretion of each Party Lottery, Purchasers may specify at the time of ticket purchase whether any Jackpot Prize and Second Level Prize won will be paid under the Cash Option or the Annuity Option; however, the provisions of Section 3.1.19.7.B and C of these Rules shall still apply.
- I. It shall be the sole responsibility of the Purchaser to verify the accuracy and condition of the data printed on the Official CASH 4 LIFE Ticket at the time of purchase.
- J. Where permitted by the governing laws, policies, regulations or rules of a Party Lottery, Official CASH 4 LIFE Tickets may be purchased for one (1) through twenty-six (26) consecutive drawings, commencing with the next scheduled drawing after the receipt and processing of the Purchaser's Play/Bet Slip or upon manual entry of an oral request.

### **3.1.19.6 TIME, PLACE AND MANNER OF CONDUCTING DRAWINGS**

- A. CASH 4 LIFE drawings shall be conducted at the headquarters of the New Jersey Lottery, Lawrenceville, New Jersey at 9:00 p.m. Eastern Time (8:00 p.m. Central Time). CASH 4 LIFE drawings shall be conducted on both Monday and Thursday at the designated time. However, the day, time or location of the CASH 4 LIFE drawings may be modified as determined by the Directors and publicly announced by the Party Lotteries, and/or as stated in the CASH 4 LIFE Drawing Procedures. All CASH 4 LIFE drawings will be open to the public and shall be witnessed by an Independent Certified Public Accounting Firm.
- B. The objective of CASH 4 LIFE drawings shall be to select at random, with the aid of mechanical drawing equipment, CASH 4 LIFE Winning Numbers, pursuant to the controls and methods defined by the Party Lotteries in the Drawing Procedures.

- C. All Winning Numbers, even though announced, are subject to validation by the New Jersey Lottery, including, if necessary, review by the Party Lottery Directors, whose decision shall be final. No Party Lottery shall be liable for media misprints or incorrectly announced Winning Numbers.

### 3.1.19.7 PRIZE STRUCTURE

- A. Matrices of 5/60 and 1/4 with 55% Anticipated Prize Fund. The table set forth below shall apply for all Party Lotteries.

PRIZE LEVEL	NUMBERS MATCHED FROM MATRIX A (1-60)	NUMBERS MATCHED FROM MATRIX B (1-4)	ODDS	PRIZE	% OF PRIZE FUND
Jackpot Prize (1)	5	1	1: 21,846,048	Annuity Option* \$1,000/Day for Life (Paid Annually) or Cash Option	32.90%
Second (2)	5	0	1: 7,282,016	Annuity Option* \$1,000/Week for Life (Paid Annually) or Cash Option	13.80%
Third (3)	4	1	1: 79,440	\$2,500	2.90%
Fourth (4)	4	0	1: 26,480	\$500	1.70%
Fifth (5)	3	1	1: 1,471	\$100	6.20%
Sixth (6)	3	0	1: 490	\$25	4.60%
Seventh (7)	2	1	1: 83	\$10	10.90%
Eighth (8)	2	0	1: 28	\$4	13.00%
Ninth (9)	1	1	1: 13	\$2	14.00%
<b>OVERALL ODDS OF WINNING ANY PRIZE:</b>			<b>1:</b>	<b>8</b>	<b>100.00%</b>

• Leap Day does not count for purposes of Prize calculation.

#### B. Jackpot Prize Payments

- Except as provided in these Official Game Rules, the Jackpot Prize shall be paid either as an annuity or lump sum cash. A Jackpot Prize payout will be divided equally among the number of Jackpot Winning Tickets as set forth below. Under certain circumstances, as detailed below, the Jackpot Prize is required to be paid in a single lump sum cash payment and no annuitized payment option is available, even if the Annuity Option was pre-selected.
- One (1) Jackpot Winning Ticket among the Party Lotteries. If there is one (1) Jackpot Winning Ticket, the annuitized Prize value will be \$1,000 per day for Life, paid in annual installments of \$365,000, or a one-time lump sum cash Prize payment.

3. Two (2) to Fourteen (14) Jackpot Winning Tickets among the Party Lotteries. If there is more than one (1) and less than or equal to fourteen (14) Jackpot Winning Tickets, the annuitized payment based on an annuitized Prize value of \$1,000 per day, will be divided by the total number of Jackpot Winning Tickets. The minimum annuitized Prize value for this category will be \$500 a week for Life, paid in annual installments. The two (2) to fourteen (14) Jackpot Winning Ticket winners may choose the Cash Option as an alternative to the Annuity Option.
4. Fifteen (15) or more Jackpot Winning Tickets among the Party Lotteries. In the event that there are fifteen (15) or more Jackpot Winning Tickets, no Annuity Option shall be available. Rather, the Jackpot Prize Cash Value shall be divided equally among all Jackpot Prize Winning Tickets and paid in one (1) lump sum payment to each Winner. The Winning Jackpot Prize value shall be not less than any lower-tier Prize payout for the same drawing.

C. Second Level Prize Payments

1. Except as provided in these Official Game Rules, the Second Level Prize shall be paid either as an annuity or lump sum cash. For each Second Level Prize Winning Ticket, the annuitized Prize value will be \$1,000 per week for Life, paid in annual installments of \$52,000, or a one-time lump sum cash Prize payment, unless a Liability Limit would be exceeded. If a Prize Liability Limit is exceeded and the annuity prize value of a Second Level Prize falls below \$500 per week for life, then all Second Level Prize Winning Tickets will be paid in a single lump sum cash payment and no annuitized payment option will be available, even if the Annuity Option was pre-selected. The minimum Second Level Prize value shall be not less than any lower-tier Prize payout in regard to the same drawing.

D. Prize Levels Three (3) through Nine (9) Prize Payments

1. Third Prize Payout - The Third Prize Level will be paid as a \$2,500 Fixed Prize and paid in one single cash payment unless a Liability Limit would be exceeded; see Section 3.1.19.7.I, below.
2. Prize Level 4 through Prize Level 9 - Prize Levels 4 through Prize Level 9 will be paid as Fixed Prizes and paid in one single cash payment unless a Liability Limit would be exceeded; see Section 3.1.19.7.I, below.

E. Prizes Rounded to Nearest Whole Dollar.

All Prize Levels will be rounded down to the nearest whole dollar.

F. Life Annuity Requirements and Restrictions

1. Minimum Annuity Period. An Annuitant shall be paid their appropriate Jackpot Prize share or Second Level Prize share on an annual basis for their Measuring Life, or for the twenty (20) year term of the Guaranteed Annuity Portion, whichever is longer. In the event that an Annuitant dies within the twenty (20) year Guaranteed Annuity Portion, any remaining Prize payments in the Guaranteed Annuity Portion shall be paid according to the Party Lottery's law, rules, and regulations. The initial payment under the Annuity Option shall be paid as soon as possible upon completion of internal validation procedures and in accordance with these game rules.
2. Minors. Where a Claimant of a Jackpot or Second Level Prize is a minor who has not yet attained eighteen (18) years of age, such Prize will be subject to the laws and regulations governing each respective Party Lottery.

G. In a single drawing, a Claimant may win in only one prize category per single CASH 4 LIFE Panel in connection with CASH 4 LIFE Winning Numbers, and shall be entitled only to the highest prize.

H. Subject to the laws and regulations governing each Party Lottery, the number of prize categories and the allocation of the Prize Fund among the prize categories may be changed at the discretion of the Director for promotional purposes. Such change shall be announced by advance public notice.

I. In the event that a Liability Limit would be exceeded for a particular draw, the Prize amounts for each Prize Level shall be adjusted in accordance with a formula established by the Party Lotteries so that the aggregate liability for prizes in such draw shall not exceed the Liability Limit. Prize liability limitations are posted to all Party Lotteries' websites.

**3.1.19.8 TICKET RESPONSIBILITY**

- A. Subject to the laws and regulations governing the Party Lottery which issues the ticket, a winning Official CASH 4 LIFE Ticket is deemed to be owned by the person or Entity named on the ticket or, in the case of a ticket not completed with the name (and address, if required), by the Claimant.
- B. A Party Lottery shall not be responsible for lost or stolen Official CASH 4 LIFE Tickets.

- C. The Purchaser of an Official CASH 4 LIFE Ticket has the sole responsibility for verifying the accuracy and condition of the data printed on the ticket at the time of purchase.
- D. The Party Lotteries shall not be responsible to the Claimant for Official CASH 4 LIFE Tickets redeemed in error by a CASH 4 LIFE Agent, Sales Agent or Retailer.
- E. Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the CASH 4 LIFE draw. The Party Lotteries shall not be responsible for CASH 4 LIFE Winning Numbers reported in error.

### **3.1.19.9 TICKET VALIDATION REQUIREMENTS**

- A. In order to be deemed a valid, winning Official CASH 4 LIFE Ticket all of the following conditions must be met:
  - 1. The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the Ticket for the drawing date(s) printed on the ticket;
  - 2. The Ticket must be intact;
  - 3. The Ticket must not be mutilated, altered, reconstituted or tampered with in any manner;
  - 4. The Ticket must not be counterfeit or an exact duplicate of another winning ticket;
  - 5. Except for Internet Game Tickets, the Ticket must have been issued by an authorized CASH 4 LIFE Agent, Sales Agent or Retailer on official paper stock of the selling Party Lottery;
  - 6. The Ticket must not have been stolen, to the knowledge of the Party Lottery;
  - 7. The Ticket must be submitted for payment in accordance with Section 3.1.19.10 (Procedures for Claiming and Payment of Prizes);
  - 8. The Ticket data must have been recorded on the central computer system prior to the drawing and the ticket data must match this computer record in every respect. In the event of a contradiction between information as printed on the Ticket and as accepted by the Party Lottery computer, the wager accepted by the Party Lottery computer shall be the valid wager;

9. The player or computer number selections, validation data and the drawing date(s) of an apparent winning Ticket must appear on the official file of winning tickets, and a ticket with that exact data must not have been previously paid;
  10. The Ticket must not be mis-registered, defectively printed or printed or produced in error to an extent that it cannot be processed by the Party Lottery that issued the Ticket;
  11. The Ticket must pass validation tests using a minimum of three (3) of the five (5) validation methods as defined in the CASH 4 LIFE Finance and Operations Procedures, Section 14. In addition, the Ticket must pass all other confidential security checks of the Party Lottery that issued the Ticket;
  12. In submitting an Official CASH 4 LIFE Ticket for validation, the Claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions and final decisions of the Director of the Party Lottery that issued the Ticket;
  13. There must not be any other breach of these CASH 4 LIFE Rules in relation to the Ticket, which, in the opinion of the Director of the Party Lottery that issued the Ticket, justifies invalidation;
  14. The Ticket must be submitted to the Party Lottery that issued it;
  15. Internet Game Tickets must meet the ticket validation requirements of the Party Lottery that issued the ticket.
- B. An Official CASH 4 LIFE Ticket submitted for validation which fails any of the preceding validation conditions shall be considered void, subject to the following determinations:
1. In all cases of doubt, the determination of the Director of the Party Lottery, which sold the Official CASH 4 LIFE Ticket, shall be final and binding; however; the Director may, at his/her option, replace an invalid ticket with an Official CASH 4 LIFE Ticket of equivalent sales price;
  2. In the event a defective ticket is purchased or in the event the Director determines to adjust an error, the Claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with an Official CASH 4 LIFE Ticket of equivalent sales price;

3. In the event an Official CASH 4 LIFE Ticket is not paid by a Party Lottery and a dispute occurs as to whether the ticket is a winning ticket, the Party Lottery may, at its option, replace the ticket as provided in paragraph 1 of this subsection. This shall be the sole and exclusive remedy of the Claimant unless the laws or regulations governing the Party Lottery provide for further administrative review.

### **3.1.19.10 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- A. Prizes shall be redeemed or claimed only in the jurisdiction where the Official CASH 4 LIFE Ticket was purchased and only through CASH 4 LIFE Retailers or other Authorized Claim Centers, effective upon determination of prize payouts, for the legally established claim period established for the jurisdiction in which the winning ticket was sold.

For those Party Lotteries that allow Official CASH 4 LIFE Tickets to be claimed and scanned at authorized Retailers or other Authorized Claim Centers, within the time period noted above, and then sent to the headquarters' office of the applicable Party Lottery for validation, said Ticket must be received at the headquarters office of the applicable Party Lottery by the close of business on the thirtieth day after the expiration of the official claim period of said Party Lottery in order to be paid.

- B. Claimants of a winning Official CASH 4 LIFE Ticket must comply with the prize claim requirements of the Party Lottery that issued the winning ticket.
- C. In the event that a single Official CASH 4 LIFE Ticket contains two (2) or more winning Plays, the cumulative prize amount shall be claimed or redeemed in accordance with the specified prize payment limits for the Party Lottery that issued the winning ticket.
- D. Statutorily required deductions, where applicable, shall be withheld from CASH 4 LIFE prizes by the Party Lottery issuing a winning ticket in such amounts as may be required by law.
- E. CASH 4 LIFE prizes shall not be paid to any persons prohibited from playing CASH 4 LIFE in a particular Party Lottery state by CASH 4 LIFE Rules or by the governing law or rules of that Party Lottery or any contract executed by the Party Lottery.
- F. There shall be no assignment of CASH 4 LIFE prizes except as set forth in the statutes or regulations of the Party Lottery that sold the winning Official CASH 4 LIFE Ticket.

- G. Subject to the laws and regulations of the state of each Party Lottery relating to the disclosure of CASH 4 LIFE winners, and at the discretion of each Party Lottery where disclosure is permitted, the state and community of the winner of a Jackpot or Second Level Prize will be disclosed in a press conference or in a press release and the winner may be required to participate in a press conference.

### **3.1.19.11 UNCLAIMED PRIZE MONEY**

- A. For winning Official CASH 4 LIFE Tickets or CASH 4 LIFE Add-on Games tickets for which no claim or redemption is made within the specified Claim Limitation Period for each respective Party Lottery, the corresponding prize monies shall be returned to the other Party Lotteries in accordance with the Finance and Operations Procedures for CASH 4 LIFE or the Finance and Operations Procedures for the Add-on Game, as appropriate.
- B. If after a winning Official CASH 4 LIFE Ticket has not been claimed or redeemed and the corresponding prize monies have been returned to Party Lotteries pursuant to Rule 3.1.19.11.A, a claim is made or redemption sought which a Party Lottery pays (i) as a result of the provisions of the Serviceman's Civil Relief Act (50 U.S.C.S. Appx. § 526); (ii) as a result of state legislation adopted to satisfy the requirements of the Serviceman's Civil Relief Act; or (iii) as a result of state legislation requiring such payment to a member of the armed forces who was engaged in active military service outside the paying Party Lottery state when the usual permitted time period to make a claim to seek redemption expired, each other Party Lottery shall reimburse the paying Party Lottery in an amount equal to the amount such other Party Lottery would have contributed to the prize had the claim been made or redemption sought within the usual permitted time period for that claim or redemption. The provisions of this rule shall remain in force and effect and be binding upon the Party Lotteries without regard to whether the CASH 4 LIFE game remains in existence and/or whether the Party Lottery seeking reimbursement has withdrawn from the game at the time a Party Lottery seeks reimbursement pursuant to this rule.

### **3.1.19.12 GOVERNING LAW**

- A. In purchasing a ticket issued for CASH 4 LIFE, the Purchaser agrees to comply with and be bound by all applicable statutes, administrative rules and regulations, and procedures of the Party Lottery of the state in which the Official CASH 4 LIFE Ticket is issued, and by directives, instructions, conditions, policies, and determinations of the Director of that Party Lottery. The Purchaser agrees, as its sole and exclusive remedy, that claims arising out of an Official CASH 4 LIFE Ticket can only be pursued against the Party Lottery of ticket purchase. Litigation, if any, shall only be maintained within the state in which the Official CASH 4

LIFE Ticket was purchased and only against the Party Lottery that issued the ticket.

- B. In the event of conflict between these CASH 4 LIFE Rules and the statutes, rules or regulations of any Party Lottery, the Party Lottery's statutes, rules and regulations shall control.
- C. All decisions made by a Director of a Party Lottery, including the declaration of prizes and the payment thereof and the interpretation of CASH 4 LIFE Rules, shall be final and binding on all Purchasers and on every person making a claim in respect thereof, but only in the state where the Official CASH 4 LIFE Ticket was issued or purchased.

### **3.1.19.13 DISCONTINUATION OF CASH 4 LIFE**

- A. The TEL may discontinue the operation of CASH 4 LIFE at the discretion of the CEO.
- B. Prior to ending the game the CEO shall provide a minimum of four (4) weeks' notice, which shall be posted on the TEL's website and such other locations as the CEO deems appropriate.
- C. A Player with a winning CASH 4 LIFE Ticket shall have one hundred eighty (180) days after the drawing in which a cash prize is won to claim his/her winnings.
- D. Funds remaining in the CASH 4 LIFE prize pool once the claim period has expired shall be returned to the TEL, and used pursuant to TEL Policies and Procedures.